AGENDA

CITY COUNCIL - REGULAR MEETING
CITY OF BANNING, CALIFORNIA

August 26, 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.

1. CALL TO ORDER

1.1 **INVOCATION**
Performed by Nathaniel Rodriguez of Infinite Center Church.

1.2 **PLEDGE OF ALLEGIANCE**

1.3 **ROLL CALL**

2. AGENDA APPROVAL

2.1 **AGENDA APPROVAL**

3. PRESENTATIONS

3.1 Remarks by Pat Murkland on the Stagecoach Days Display at City Hall.

4. REPORT ON CLOSED SESSION

John Pinkney, City Attorney

5. PUBLIC COMMENTS, CORRESPONDENCE, APPOINTMENTS, AND REPORTS

5.1 PUBLIC COMMENTS

5.2 CORRESPONDENCE

5.3 APPOINTMENTS

5.3.1. Banning Youth Council Appointments
Recommendation: Appoint two applicants to the Banning Youth Council.

5.4 CITY COUNCIL COMMITTEE REPORTS

5.5 ANNOUNCEMENTS OF 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 Approval of the meeting minutes for February 14, 2025, July 10, 2025 and August 8, 2025 City Council meetings.
Recommendation: Approve the meeting minutes for February 14, 2025, July 10, 2025 and August 8, 2025 City Council meetings.

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

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

6.4 Receive and File Cash and Investments Report for the Month of April 2025
Recommendation: That City Council receive and file Cash and Investment Report for April 2025, in accordance with California Government Code 53646.

6.5 Receive and File Cash and Investments Report for the Month of May 2025
Recommendation: That City Council receive and file Cash and Investment Report for May 2025, in accordance with California Government Code 53646.

6.6 Receive and File Police Department Statistics for the Months of June and July 2025
Recommendation: Receive and file.

6.7 Receive and File Fire Protection Services Statistics for the Month of June and July 2025
Recommendation: Receive and file.

6.8 Annual Report on the Banning Police Department Military Equipment Pursuant to California Assembly Bill 481
Recommendation: Receive and file.

6.9 Authorize the Acting City Manager to sign the Notice of Completion for Project No. 2023-15W "Ramsey Street Water Main Replacement-Phase 1" as complete and direct the City Clerk to record the Notice of Completion.
Recommendation: Authorize execution of the Notice of Completion.

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

6.11 Receive and File Code Enforcement Statistics for the Month of June & July 2025
Recommendation: Receive and file.

6.12 Consideration of Second Reading and Adoption of Ordinance 1611, Approving a Development Agreement By and Between the City of Banning and JDNJ Enterprises, LLC, a Missouri Limited Liability Corporation
Recommendation: Waive the second reading of text in its entirety and adopt Ordinance 1611.

6.13 Parks and Recreation Report of Monthly Activities through the 4th Quarter of Fiscal Year 2024/2025 - June 2025
Recommendation: Receive and file.

6.14 Receive and File Animal Control Statistics for the Months of June and July 2025
Recommendation: Receive and file.

6.15 Ground Lease Agreement - COB and Diversified Pacific Development Group, LLC for Stagecoach Days Overflow Parking
Recommendation:

That the City Council authorize the Acting City Manager to execute the Ground Lease Agreement with Diversified Pacific Development Group, LLC, for overflow parking during Stagecoach Days 2025.

6.16 Approve Amendment No. 1 to the Purchase Order with Couts Heating and Cooling, Inc of Corona, California for As-Needed HVAC Services for City of Banning Facilities in the Amount of $12,000 for a Total Purchase Order of $37,000
Recommendation: Approve Amendment No. 1 to the purchase order with Couts Heating and Cooling, Inc.

6.17 Receive and File the Final Report of the City of Banning's Broadband Feasibility Study
Recommendation: Receive and File the Final Report of the Broadband Feasibility Study prepared for the City of Banning and direct staff to seek reimbursement from the California Public Utilities Commission's Broadband Grant Portal.

6.18 Authorization to Apply for Bureau of Reclamation's Drought Resiliency Program Grant Funding for the Installation of a New Municipal Well C-9.
Recommendation: Authorize the submittal of a grant application to the Bureau of

Reclamation's Drought Resiliency Program for the installation of a new municipal Well C-9.

6.19 Approval of Amendment No. 1 to the Professional Services Agreement for Various Financial Management and Process Improvement Consulting Services By and Between the City of Banning and Russ Branson Consulting
Recommendation: Approval of Amendment No. 1 to the Professional Services Agreement with Russ Branson

6.20 Receive and File Accounts Payable and Payroll Warrants Issued in the Month of March 2025
Recommendation: Receive and file.

6.21 Receive and File Accounts Payable and Payroll Warrants Issued in the Month of April 2025
Recommendation: Receive and file.

6.22 Consideration of Resolution 2025-113, Authorizing the Electric Department to Execute a Lease-to-Own Agreement for One Altec DT85 Digger/Derrick Truck
Recommendation: Adopt Resolution 2025-113.

6.23 Consideration of Resolution 2025-114, Approving the Statement of Investment Policy, Administrative Policy No. 8-11
Recommendation: Adopt Resolution 2025-114.

6.24 Consideration of Resolution 2025-115, Awarding a Professional Services Agreement to EEC Environmental for Inspection Services and Compliance with the Spill Prevention, Control, and Countermeasure (SPCC) Plan at Banning Municipal Airport in the amount not to exceed $90,000 over a 5-year contract.
Recommendation: Adopt Resolution 2025-115.

6.25 Consideration of Resolution 2025-116 Approving Amendment No. 5 to the Professional Services Agreement with Albert A. Webb Associates, Inc. for an Additional Amount of $59,600 for Engineering and Environmental Permitting Services for the Sun Lakes Boulevard Extension Project.
Recommendation: Adopt Resolution 2025-116

6.26 Consideration of Resolution 2025-117 Approving the Budget Allocation to Renew Agreement with Vigilant for Cybersecurity Monitoring, Threat detection, & remediation
Recommendation:

Adopt Resolution 2025-117

6.27 Consideration of Resolution 2025-118, Approving Amendment No.1 to the Professional Services Agreement with Kimley Horn in the Amount of $112,928.00 for Additional Environmental Services for the Wastewater Treatment Plant Upgrades Project.
Recommendation: Adopt Resolution 2025-118.

6.28 Consideration of Resolution 2025-120, Authorizing the Purchase of One Electric Van and Two Cutaway Buses for Dial-A-Ride for a Not-to-Exceed Purchase Amount of $561,179.99
Recommendation: Adopt Resolution 2025-120

6.29 Consideration of Resolution 2025-121, Amending the Classification & Compensation Plan for the City of Banning

Recommendation:

Adopt Resolution 2025-121.

6.30 Consideration of Resolution 2025-122, Ratification of a Sole Source Agreement and Budget Allocation for ATI Restoration, LLC for Hazardous Waste Clean-Up

Recommendation:

Adopt Resolution 2025-122.

7. PUBLIC HEARINGS

7.1 Consideration of Introduction and First Reading of Ordinance 1612 of the City of Banning, California Establishing a Procedure for Property Owner Objections to Proposed Water/Sewer Fees or Special Assessments
Recommendation: Introduce by title and waive further reading of Ordinance 1612.

8. REPORTS OF OFFICERS

8.1 Discussion and Review of Cannabis Retail Tax Rate Reduction Request.
Recommendation: This agenda item provides the City Council with an opportunity to review data related to cannabis retail businesses within Banning and to consider the request from these businesses to reduce the current annual tax rate of 10% of gross receipts. The Council will discuss potential regulatory or tax adjustments specific to cannabis retail operations and provide direction to City staff accordingly.

9. PUBLIC COMMENTS REGARDING CLOSED SESSION

10. ADJOURNMENT TO CLOSED SESSION

11. CLOSED SESSION - Item # 11.1

11.1 **CONFERENCE WITH LABOR NEGOTIATORS:**
Agency designated representatives: Mayor and City Council
Unrepresented Employee: Acting City Manager

12. ITEMS FOR FUTURE AGENDAS

12.1 **NEW ITEMS**
12.2 **EXISTING ITEMS**
1. Contracting Animal Services (Flynn)
2. Contractor(s) to do Citywide Cleanup (Flynn)
3. Emergency Preparedness (Barrington)
4. Recruitment for City Manger (Wallace

13. ADJOURNMENT

Next Regular Meeting – September 9, 2026

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- 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.

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- 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

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Vickie Sellers

Vickie Sellers, Elected City Clerk
Secretaria Municipal Electa

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

CONTACT • CONTACTO

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

CITY OF BANNING
STAFF REPORT

TO: **CITY COUNCIL**

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

PREPARED BY: **Sandra Calderon, Acting Administrative City Clerk**
Ralph Wright, Parks and Recreation Director

MEETING DATE: **August 26, 2025**

SUBJECT: **5.3.1. Banning Youth Council Appointments**

RECOMMENDATION:

Appoint two applicants to the Banning Youth Council.

BACKGROUND:

The Banning Youth Council is as an advisory board to the City Council established under Chapter 2.42 of the Banning Municipal Code (BMC). The purpose of the Youth Council is to provide City youth with a vehicle to learn about government, participate in the process of city government, represent and articulate the needs of City youth, as well as advise the City Council on matters affecting the youth and teen population, especially City programs relating to youth and teens.
The Youth Council is composed of to nine (9) members who are appointed for two-year terms that can be
extended once. Currently two (2) positions are vacant due to graduation.

Today's applicants include: Faith Banuelos and Josue Sanchez Omana

JUSTIFICATION:

The City opened the application period for Youth Council appointments and publicly posted the vacancies on the City's website. The City Clerk's Office received two (2) applications, and both applicants meet the qualifications to serve.

FISCAL IMPACT:

No Fiscal Impact

ALTERNATIVES:

Do not appoint and provide staff with alternative direction.

BUDGETED?:

No

CONTRACT/AGREEMENT:

No

ATTACHMENTS:

1. YC Application _ Faith Banuelos.pdf

2. YC Applicaton _ Josue Sanchez Omana.pdf

APPLICATION TO SERVE ON THE BANNING YOUTH COUNCIL

This application is to serve in one of nine positions on the new Banning Youth Council. The term of office for all positions are two years and are extendable by up to one year. The Banning Youth Council meets monthly on the **First Tuesday** of each month beginning at 5:00 p.m.

Name	Faith Banuelos
Phone	951-570-7743
Email Address	faithbanuelos4@gmail.com
Address	78 Pendleton Rd Banning CA 92220 United States
What High School do you currently attend?	Beaumont High School
What grade are you in?	11
How long have you lived in Banning?	15 years

Are you able to commit to attend Council meetings on its regular meeting date? ☑ Yes ☐ No

Information requested below will be used by the City Council as a screening process to determine which applicants will be chosen to serve. ***Please do not submit supplemental materials.***

1. Tell us about your background including education, extracurricular activities, volunteer experience, civic involvement, and other experience relative to this appointment?

I am passionate about leadership, education, civic engagement, and making a positive impact in my community. Academically, I choose to challenge myself with rigorous courses such as dual enrollment and AP, particularly in subjects that will set me up to become a patent lawyer in the future. Outside the classroom, I am involved in empowering clubs, such as MECHA and Best Buddies, two clubs that work on fighting oppression and discrimination and bringing people together as a community. I will be the President of Best Buddies next year, and I am so grateful for my opportunity to support the students with special needs at my school. Being in the environmental club also motivated me to learn teamwork and responsibility. I also volunteer regularly in my mother's classroom, a mod-severe class that works with kids who have behaviors and are medically fragile. I am actively seeking in ways to assist my community and make everybody feel welcome, and want to contribute.

2. What unique skills and traits would you bring to the Banning Youth Council?

One of the unique skills I bring is the ability to combine creativity with critical thinking. I approach all challenges with curiosity and purpose. I know how to listen actively, speak respectfully, and maintain an aura of decorum in a chaotic room. I work well with people of different backgrounds who have similar motives as myself. Additionally, I am highly dependable, and am always a text or call away. I follow through on my responsibilities and I try to do everything right. I believe these strengths would help me in any situation and that they will assist me in any team or council I get the chance to be in.

3. Why are you interested in serving on the Banning Youth Council?

I love this town wholeheartedly. I want to make a positive impact in our community and represent the voices of my peers. I believe that having the youth give input on city problems is a very important aspect, since they directly affect us as well. Serving on the Youth Council will help me strengthen my skills in leadership, learn more about the government and work alongside other motivated students who want to give back to the community.

4. If appointed to the Youth Council, what is a subject matter you would be interested in discussing about the City of Banning?

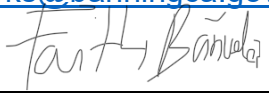
A matter that I would like to discuss is how we can create more youth opportunities, specially ones that integrate special education students more with general people. They are also human and I sincerely believe that we should treat them as equals and host events that mix us all up, so we can get to know the beautiful members of this community. I would like to explore ideas for more STEM events, perchance things as fun biology labs that are free for the public to attend and participate in. I would like to add more volunteer opportunities for students that can bring the youth tg

In accordance with Banning's City Council Resolution 2012-67, if selected you will be required to submit to a criminal background investigation, including LiveScan fingerprinting prior to your formal appointment.

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

Or email to: cityclerks@banningca.gov

Remember to sign your application.



6/22/25

Signature Date

APPLICATION TO SERVE ON THE BANNING YOUTH COUNCIL

This application is to serve in one of nine positions on the new Banning Youth Council. The term of office for all positions are two years and are extendable by up to one year. The Banning Youth Council meets monthly on the **First Tuesday** of each month beginning at 5:00 p.m.

Name: Josue Sanchez Omana

Phone: 951-237-4844

Email Address: jsanchezomana789@gmail.com

Address: 501 W Ramsey St, Spc #55, Banning CA 92220

What High School do you currently attend? Banning High School

What grade are you in? 11th

How long have you lived in Banning? About 11 years

Are you able to commit to attend Council meetings on its regular meeting date? ☐ Yes ☐ No

Information requested below will be used by the City Council as a screening process to determine which applicants will be chosen to serve. ***Please do not submit supplemental materials.***

1. Tell us about your background including education, extracurricular activities, volunteer experience, civic involvement, and other experience relative to this appointment?

I am a current student at Banning High school, I also attend MSJC and do some college courses through their Concurrent/ Dual enrollment program. I am apart of National Honor Society,Gardening Club, Key Club, Spanish Club, Band, Native American Club, Animal Club, Bible Club, Broadway Broncos,Solar Boat, Asian American Club, AVID, and Yearbook. I currently hold cabinet positions in AVID, Key Club, and Spanish Club.The one club I do want to highlight would be Key Club I am the current President of Key Club and it has taught me so much, I have learned more about my community with the Community service events that need to be planned over the course of the school year and engaging with the community.

2. What unique skills and traits would you bring to the Banning Youth Council?

Some unique skills and traits that I possess that I would bring to the Youth Council would be my collaboration traits, I am able to freely work with anyone even if we don't share the same opinions, this would benefit the Council when attempting to achieve a goal. Another unique skill that I possess would be my communication skills I am good at explaining ideas and highlighting the needs that this community needs.

3. Why are you interested in serving on the Banning Youth Council?

I am interested in becoming a member of the Banning Youth Council because I want to make a change in the community, I want to be apart of the change that will improve many lives of this community.Growing up in this town made me realize how many lovely people live here and many have helped me and I would like to give back by being apart of this council where many discussions and decisions will be made that will affect their lives so I am here to be their voice, the voice that through many years I was able to find due to the support of this community.

4. If appointed to the Youth Council, what is a subject matter you would be interested in discussing about the City of Banning?

I would be interested in resources in Mental Health and to bring awareness on this topic that many teenagers as adults suffer from mental illnesses and there needs to be resources for these people that community that contribute so much. another matter that I would be interested in discussing would be environmental sustainability because the world we live in currently is great, but it's not looking too good for the future generations and we have to acknowledge that the kids right now are the future and leaders of tomorrow and we must work together to establish a healthier and more environmental friendly environment to improve our town and improve the future and

In accordance with Banning's City Council Resolution 2012-67, if selected you will be required to submit to a criminal background investigation, including LiveScan fingerprinting prior to your formal appointment.

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

Or email to: cityclerks@banningca.gov

Remember to sign your application.

06/12/25

Signature Date

CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Arturo Vela, Acting City Manager**
PREPARED BY:	**Sandra Calderon, Acting Administrative City Clerk** **Arturo Vela, Acting City Manager**
MEETING DATE:	**August 26, 2025**
SUBJECT:	**Approval of the meeting minutes for February 14, 2025, July 10, 2025 and August 8, 2025 City Council meetings.**

RECOMMENDATION:

Approve the meeting minutes for February 14, 2025, July 10, 2025 and August 8, 2025 City Council meetings.

BACKGROUND:

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

JUSTIFICATION:

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

FISCAL IMPACT:

None

ALTERNATIVES:

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

BUDGETED?:

No

CONTRACT/AGREEMENT:

No

ATTACHMENTS:

1. 2025_02 14_Minutes_Special_Meeting_DRAFT.docx
2. 2025 07 10_Minutes_Special Meeting_Closed Session_DRAFT.docx
3. 2025 07 08_Minutes_Special Meeting_ Closed Session_DRAFT.docx
4. 2025 07 08_Minutes_ Regular Meeting_DRAFT.pdf

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

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

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

COUNCIL MEMBERS ABSENT: None

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

1. CALL TO ORDER

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

1.1. Roll Call

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

2. PUBLIC COMMENT

- **John Hagen** said he urges the council to appoint an Interim City Manager who is independent of the current staff to ensure a transparent investigation into financial mismanagement. He cautions against selecting insiders and suggests considering someone like Bob Fisher to help uncover the full truth and support a fresh start for the city.
- **Frank Connolly** thanked the City of Banning for taking action to address ongoing issues, including partnering with nearby cities for animal control services. He urges caution in how meeting minutes are documented, emphasizing legal compliance with the Brown Act. While respecting a previous speaker's concerns, he notes that Lincoln helped uncover serious problems in the utility department and has contributed positively to the city's cleanup efforts.
- **Bill Hobbs** expressed gratitude to city officials and support for Lincoln Bogart and Robert Fisher, hoping for positive change in Banning. He emphasized the need for more diverse business development.
- **Laura Leindecker** expressed support for the City Manager and said she will support the council's decision for the city.

3. CLOSED SESSION

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

The Administrative City Clerk left the meeting early due not feeling well.

4. REPORT ON CLOSED SESSION

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

Motion to appoint Robert Fisher as Acting City Manager.

Motion by Mayor Flynn
Seconded by Council Member Barrington

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

Motion approved by a vote of 3-2-0.

5. APPOINTMENTS

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

John Pinkney, City Attorney recused himself for item 5.1 because he also serves as a City Attorney for the City of Beaumont.

Public Comments
No Public Comments

Council Member Miller expressed concern about not being included in recent ad hoc committee discussions with the City of Beaumont, despite previously being appointed to represent Banning in intercity matters. He stated that if he's not going to be included in these discussions, he would prefer to be removed from the position and replaced.

Councilmember Barrington offered to switch roles.

Mayor Flynn clarified that the committee appointments had already been made based on the impacted districts and noted the importance of maintaining compliance with the Brown Act by having only two council members on each ad hoc committee.

DRAFT

Council member Royce confirmed that the ad hoc committees are topic-specific and separate from the broader committee Councilmember Miller was originally appointed to.

Councilmember Miller confirmed his desire to be removed.

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

Motion by Mayor Flynn
Seconded by Mayor Pro Tem Royce

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

Motion approved by a vote of 5-0-0.

6. REPORT OF OFFICERS

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

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

Public Comments

- **Frank Connolly** said he wants to make sure the city is adhering to the Brown Act and the cost of city staff to complete meeting minutes.
- **Kathleen Dale** said she wasn't clear on the difference between action vs summary minutes. The minutes are not prepared in a way that allows someone to review them and clearly understand what is being discussed.

Councilmembers discussed the limitation of the current meeting minutes, noting they lack clarity and detail, making it difficult to understand what actions were taken or what positions were expressed. They mentioned a past attempt to use AI for transcription, which wasn't accurate enough at the time. The discussion emphasized the value of summary minutes that include key points such as reasons for votes and public opinion (for or against). It was also noted that action minutes only show decisions made, not the reasoning for discussion. The council supported improving the minutes to enhance transparency without making them overly detailed.

Motion to adopt Resolution 2025-22

Motion by Council Member Miller
Seconded by Mayor Pro Tem Royce

COUNCIL MEMBER	YES	NO	ABSTAIN	RECUSE	ABSENT
Barrington, Cynthia	✕				
Flynn, Sheri	✕				
Miller, Leroy	✕				

Royce, Richard	✕				
Wallace, Colleen		✕			

Motion approved by a vote of 4-1-0.

Motion to adopt Resolution 2025-23.

Motion by Mayor Pro Tem Royce
Seconded by Council Member Miller

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

Motion approved by a vote of 4-1-0.

7. DISCUSSION ITEM(S)

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

Lincoln Bogard, Administrative Services Director, presented the staff report. He referenced the relevant section of the municipal code which states that, unless changed by ordinance or resolution, the default check signers are the Mayor and the City Clerk. Some cities alternatively designate the Mayor and the Treasurer. The City Council has discretion to modify the authorized signers by formal action.

Council approval is required for the current signature card. If the Council wishes to change who signs the check, a resolution will need to be brought forward and passed before updating the signature cards.

Public Comment

- **Sue Savage, City Treasurer,** addressed the Council to advocate for a more legal, transparent, and accountable financial process in the City of Banning. She said there is a need to end the informal practice and adhere strictly to government codes and procedures.

The process should begin with authorization by the Mayor and City Clerk. The City Treasurer, an elected official, should issue checks only after full legal authorization and verification.

Checks are currently signed by two non-elected citizens, who lack the legal authority to approve expenditure. The existing process lacks transparency, with many payments made without prior Council review or public oversight. One example is the Zen City contract.

A suggestion was made to add a regular Treasurer's Report to future council agendas for ongoing transparency.

Concerns were raised about delaying payments due to an overly lengthy review process.

A suggestion was made to email warrant reports in advance to the Mayor and City Clerk allowing time to review and flag concerns before formal approval without delaying operations.

The Interim City Attorney clarified that the law does not require the Treasurer to sign checks, but the Council can choose to include the Treasurer as a signer.

DRAFT

It was recommended to have two signers for internal control, suggesting either, Mayor + Treasurer, or all three – Mayor, Clerk, and Treasurer, with flexibility depending on or availability or emergencies.

New Warrant and Review Process:
The Mayor and City Clerk will receive warrants before payment. They will have 2-3 days to review and flag any concerns, if there is no response within the time limit, staff may proceed.

The City Treasurer will also be sent the warrants for review but will not officially authorize at this stage. This gives the Treasurer visibility and an additional layer of oversight before issuing payments.

Payment Authorization: Checks will be signed by the Mayor and City Treasurer.

Next Step: Staff will draft a policy or ordinance revision reflecting this process and return to Council for formal adoption at a future meeting.

Motion to adjourn.

Motion by Mayor Flynn
Seconded by Mayor Pro Tem Royce

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

Motion approved by a vote of 5-0.

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

Minutes Prepared by:

Sandra B. Calderon
Acting Administrative City Clerk

This entire meeting and all associated documents may be viewed here:
https://www.banningca.gov/906/Agendas-and-Minutes---2024-to-Present

DRAFT

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

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

July 10, 2025
5:30 p.m.
In Chambers

Council Chambers
99 E. Ramsey Street
Banning, CA 92220

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

COUNCIL MEMBERS ABSENT: Mayor Sheri Flynn

OTHERS PRESENT: Phaedra Norton, Interim City Attorney

1. CALL TO ORDER

1.1 Roll Call

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

2. PUBLIC COMMENTS - *Agenda Items Only*

Frank Connelly expressed concern about appointing a department head as interim city manager, urging the Council to make the interim period short to avoid risking the loss of a valuable employee.

Sus Savage expressed serious concerns regarding the lack of financial oversight following the termination of the City Manager. She reported that two critical finance-related meetings were canceled or mishandled, leaving public funds potentially vulnerable. She highlighted that no valid City officials currently have signing authority on a key bank account, and that staff failed to respond to investment direction questions. She also noted ongoing barriers to accessing financial systems and reports, questioned plans for a $40 million wastewater project, and warned of a $2 million monthly budget shortfall. She emphasized her elected role and duty to protect public funds.

3. CLOSED SESSION

Phaedra Norton, Interim City Attorney read closed session items.

3.1 PUBLIC EMPLOYEE APPOINTMENT/EMPLOYMENT - PURSUANT TO GOVERMENT CODE 54957 Title: ACTING CITY MANAGER

3.2 PUBLIC EMPLOYEE APPOINTMENT/EMPLOYMENT - PURSUANT TO GOVERNMENT CODE 54957 Title: CITY ATTORNEY

City Council Adjourned to Closed Session at 5:36 p.m.

Closed Session Report by Mayor Pro Tem Royce:

Item 3.1 – Public Employee Appointment (Gov. Code 54957): Council appointed Art Vela as Acting City Manager: Motion passed 4-0, Mayor absent.

Item 3.2 – Title Change: Council approved changing the Interim City Attorney to City Attorney. Motion passed 4-0, Mayor absent.

4. ADJOURNMENT

The Special City Council meeting adjourned at 6:46 p.m.

Minutes prepared by:

Sandra B. Calderon
Acting Administrative City Clerk

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

The entire discussion of this meeting may be viewed here:
https://banningca.granicus.com/player/clip/221?view_id=1&redirect=true

DRAFT

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

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

July 8, 2025
2:00 p.m.
In Chambers

Council Chambers
99 E. Ramsey Street
Banning, CA 92220

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

COUNCIL MEMBERS ABSENT: None

OTHERS PRESENT: Phaedra Norton, Interim City Attorney

1. CALL TO ORDER at 2:03 p.m.

1.1 Roll Call

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

2. PUBLIC COMMENTS - *Agenda Items Only*

No Public Comments

3. CLOSED SESSION

Phaedra Norton, Interim City Attorney read closed session items.

3.1 COFERENCE WITH LABOR NEGOTIATORS Pursuant to Government Code Section 54957.6 (d) (1)

Agency Designated Representatives: Art Vela, Director of Public Works; David Newell, Community Development: Nicole Jews, Human Resources Manager; Oliver Yee, Liebert Cassidy and Whitmore (City Counsel)
Employee Organization: Banning Police Manager's Association (BPMA)

3.2 CONFERENCE WITH LEGAL COUNSEL: PENDING LITIGATION Pursuant to Government Code Section 54956.9(d)(1) Four Cases Case No. CVRI2306190, Deusenberry v. City of Banning

Case No. CVRI2500593, Estate of Fernando Guerrero Esparza v. City of Banning Workers Compensation Case Nos. 25008249, 25014559, Jeffery Platt

3.3 CONFERENCE WITH LEGAL COUNSEL: POTENTIAL INITIATION OF LITIGATION Pursuant to Government Code Section 549569(d)(1) One Potential Case.

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

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

3.6 PUBLIC EMPLOYEE PERFORMANCE EVALUATION Pursuant to Government Code Section 54957 Title: Acting City Manager

3.7 CONFERENCE WITH LEGAL COUNSEL: ANTICIPATED LITIGATION - SIGNIFICANT EXPOSURE TO LITIGATION

Pursuant to Government Code Section 54956.9 (d)(2) and/ or (3) Three Potential Cases

City Council Adjourned to Closed Session at 2:06 p.m.

4. ADJOURNMENT

The Special City Council meeting adjourned at 5:02 p.m.

Minutes prepared by:

Sandra B. Calderon
Acting Administrative City Clerk

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

The entire discussion of this meeting may be viewed here:
https://banningca.granicus.com/player/clip/218?view_id=1&redirect=true

DRAFT

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.

CITY COUNCIL - REGULAR MEETING
CITY OF BANNING, CALIFORNIA

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

Council Chambers
99 E. Ramsey Street
Banning, CA 92220

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

COUNCIL MEMBERS ABSENT: None

OTHERS PRESENT: Phaedra Norton, Interim City Attorney
Vickie Sellers, City Clerk's
Arturo Vela, Acting City Manager

1. CALL TO ORDER

1.1 **INVOCATION**

Performed by Pastor Doug Purcell of Banning United Methodist Church

1.2 **PLEDGE OF ALLEGIANCE**

1.3 **ROLL CALL**

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

2. AGENDA APPROVAL

2.1 **AGENDA APPROVAL**

Council Member Wallace requested item 8.4 be moved after consent Items.
Mayor Pro Tem Royce requested item 8.6 be moved after item 8.4.

Motion by Council Member Wallace
Seconded by Mayor Pro Tem Richard Royce

COUNCIL MEMBER	YES	NO	ABSTAIN	RECUSE	ABSENT
Barrington, Cynthia	✕				
Flynn, Sheri	✕				

Miller, Leroy	✕
Royce, Richard	✕
Wallace, Colleen	✕

Motion approved by a vote of 5-0-0.

Remarks from Mayor Flynn:
A statement was made addressing ongoing negativity and personal attacks related to the city. She emphasized a commitment to focusing on solutions, transparency, and collaboration to ensure Banning's success. A call was made for both colleagues and the community to work together constructively, acknowledging challenges, while promoting respect, unity, and civic engagement. Appreciation was expressed for the continued efforts of city staff.

3. PRESENTATIONS

3.1 **City of Banning Purchasing Department has been awarded the National Procurement Institute's Achievement of Excellence in Procurement (AEP) award for 2025.**

Barbara Mason, Chief Procurement Officer recognized Procurement staff for their hard work and dedication to the City of Banning and the procurement profession.

3.2 **Acorns to Oaks Presentation**
The scheduled presentation was unable to proceed due to the City Manager's absence. No alternate presenter was available. A handout included in the agenda contains information on the program.

4. REPORT ON CLOSED SESSION

Closed Session Report – Presented by Interim City Attorney Phaedra Norton:

The City Council convened at 2:00 p.m. for closed session to discuss items 3.1 through 3.7.

- Item 3.1 - Conference with Labor Negotiators: No reportable action.
- Itesm3.2 - Conference with Legal Counsel: Pending Litigation: Direction was given, no reportable action.
- Items 3.3 & 3.7- Combined discussion: No reportable action.
- Item 3.4 - Public Employee Discipline/Dismissal/Release: The Council expressed appreciation to Acting City Manager Robert Fisher for his service. Mr. Fisher, a longtime Police Lieutenant, will return full-time to the Police Department to devote his full time and attention to public safety duties. Effective immediately, he is released from the Acting City Manager role. A special meeting is scheduled for July 10 at 5:30 p.m. to consider the appointment of a new Acting City manager. The vote was 4-1:

COUNCIL MEMBER	YES	NO
Barrington, Cynthia	X	
Flynn, Sheri		X
Miller, Leroy	X	
Royce, Richard	X	
Wallace, Colleen	X	

- Items 3.5 & 3.6 – No reportable action.

5. PUBLIC COMMENTS, CORRESPONDENCE, APPOINTMENTS, AND REPORTS

5.1 **PUBLIC COMMENTS**

David Hanson speaking on behalf of Tanawah Downing and the We Shall be Free movement, provided notice to the City of Banning regarding alleged constitutional violations by the State of California. He cited concerns about the use of criminal charges without grand jury indictments,

emoluments violations, ad unlawful actions by public officials and courts. He urged the City to ensure its officials act in compliance with the U.S. Constitution and stated he had a formal notice to place on the record.

Inge Schuler expressed concern about the ongoing absence of regular monthly utility billing statements since November. She requested a report on the issue at the next City Council meeting in August and urged the City to resolve the problem and provide clear billing information to residents.

Sue Savage addressed concerns regarding homelessness in Banning and clarified rumors circulating on social media alleging inappropriate behavior at a prior council meeting. She denied the claims, emphasized the importance of integrity and respectful discourse, and called on the community to focus on solutions – particularly in supporting he unhoused.

Pastor David Kieffer clarified that he did not witness or report the incident being discussed on social media. He stated he only saw the claims online and did not make any accusations.

5.2 **CORRESPONDENCE**

Staff reported that a letter was received on behalf of Western Carpenters regarding Item 7.2. It was noted that the letter would be read aloud during public comment for that specific agenda item.

A letter from Rod Curtis Todd was read into the record at his request by Mayor Flynn. In the letter, Mr. Todd announced the shutdown of the “Positively Banning” Facebook page, citing the spread of misinformation, hateful comments, and personal attacks. He expressed support for Mayor Flynn and frustration with how she has been treated. Mr. Todd stated that he and his family relocated to Texas, where he described the community as more respectful and supportive.

5.3 **APPOINTMENTS**
None

5.4 **CITY COUNCIL COMMITTEE REPORTS**

Council Member Wallace reported on attending the SANDBAG (San Diego Association of Governments) meeting. Topics included a strong budget outlook, progress on the Calexico Transportation Center (expected completion by October), and updates on efforts to address the U.S.-Mexico transboundary pollution crisis, including rehabilitation on the San Antonio de los Buenos Wastewater Treatment Plant.

Council Member Barrington reported attending a ribbon-cutting ceremony for the new Century 21 Realty office serving Sun Lakes.

Council Member Miller reported attending a recent board workshop focused on setting goals for FY 2025-26, which included a presentation and an informative session from an external company. Also attended a League of California Cities regional luncheon (High Desert, Inland empire, Riverside divisions) in Riverside, where the discussion centered on Proposition 36. Speakers included district attorney and law enforcement leaders from Riverside and San Bernardino. The discussion highlighted efforts to strengthen enforcement and reclassify certain offenses to support more serious legal consequences.

Mayor Flynn reported attending the June 27 ribbon-cutting ceremony for Century 21 Sun Lakes Realty and the June 30 League of California Cities joint meeting in Riverside. The event focused on Proposition 36 (Homeless Drug Addiction and Theft Reduction Act), which was passed by 70% of California voters in November 2024 and became effective in December 2024. Key provisions include the creation of “wobbler” offenses-crimes chargeable as either felonies or misdemeanors-and treatment-mandated felony options. Mayor Flynn noted concerns about inadequate state

funding for mental health and addiction services, with only $100 million allocated statewide, despite calls for that amount in Riverside County alone.

5.5 **ANNOUNCEMENTS FROM CITY COUNCIL MEMBERS**

Council Member Wallace It was announced that there will be no town hall meetings in July or August due to summer vacations. Town halls will resume on Saturday, September 4 at 4:00 p.m. at Roosevelt Williams Park.

Mayor Pro Tem Royce Thanks were extended to everyone who attended the 4th of July event. Special appreciation was given to City staff, volunteers, vendors, and the community for making the event a success.

Council Member Barrington A heartfelt thank you was given to CAL FIRE for their rapid and effective response to the Wolf Fire near Highway 243. She described witnessing the fire up close and expressed gratitude for the air tankers and ground crews that quickly brought the situation under control, emphasizing the importance of having CAL Fire's support in the community.

Council Member Miller thanked everyone who attended the 4th of July event and gave a special shout-out to Brianna for her outstanding performance of the National Anthem. He also expressed appreciation for CAL FIRE, noting improvements in communication through regular briefings with local officials, which help keep the public informed.

Mayor Flynn announced that a town hall meeting will be held in Sun Lakes on July 14 (time TBD). This is the last City Council meeting before the summer recess; the Council will go dark until next meeting on August 26.

5.6 **CITY MANAGER'S REPORT**

Michelle Green, Interim Administrative Services Director provided an update on the Finance Department's current status. Key points included:

- The department has faced multiple staff vacancies, extended leaves, low morale, and lack of standard operating procedures (SOPS), resulting in significant operational delays.
- Currently, six positions are vacant, with some in recruitment and other pending Council action.
- Consultants are assisting with bank reconciliations and will support FY 2025 year-end procedures.
- The team is working to restore key financial reports, including investment and warrant reports, which are expected to return to Council in August.
- Full catch-up on FY 2025 records will take several months due to extent of backlog and new staff onboarding needs.
- The Importance of hiring a permanent Finance Director to maintain momentum and ensure continuity before critical upcoming deadlines.

Art Vela, Public Works Director provided Utility Billing Update:

- January bills are complete and either delivered or in the mail; February bills are being processed and expected to be completed by mid-July.
- Customer portal is active, and credit card payments are now accepted.
- Utility billing is expected to be fully caught up by October-November with current staffing levels.
- Utility billing relies on a small, overstretched team, and the process is highly manual, requiring account-by-account inspection and occasional field re-reads.
- Internal coordination meetings will be held more frequently to track progress.
- Possible temporary staff reassignments and cross-training customer service reps are being explored.
- A proposal to issue a single catch-up bill was rejected due to complications.

5.7 **CITY ATTORNEY'S REPORT**

Phaedra Norton, Interim City Attorney reviewed provisions from the City Council's adopted Manual of Procedures, emphasizing the importance of:

- The Presiding Officer's authority in ruling on point of order, subject to appeal.
- Council member speaking rights, including when interruptions are permitted.
- The obligation of civility and courtesy among Council members, staff, and the public.
- The expectation that public attendees follow the same decorum standards as the legislative body.
- All remarks should be addressed to the Presiding Officer (Mayor), not individual members or staff.

5.8 **CITY TREASURER'S REPORT**

Sue Savage, City Treasurer raised concerns about unresolved meetings regarding City investments and bank account signers due to the City Manager's absence. She encouraged the use of NaviLine software features to help resolve utility billing delays. She also recognized Economic Development Manager Marisol Lopez for securing a $6,000 scholarship that will benefit the City without cost. She expressed appreciation for staff efforts and emphasized the importance of fiscal responsibility.

6. CONSENT ITEMS

6.1 Consideration of Resolution 2025-03 UA, Authorizing the Purchase of a 2026 Ford F-550 Regular Cab Chassis with a Wach's Valve Skid for a Total Cost of $232,257.01.

6.2 Consideration of Resolution 2025-98, Approving the Cooperative Agreement with Riverside County for Fire Services.

6.3 Consideration of Resolution 2025 -99, Approving a Professional Services Agreement (C01134) with Rincon Consultants, Inc. for Preparation of Annual Progress Reports on Housing to Fulfill Statutory Mandates Under Government Code Section 65400 and 65700.

6.4 Consideration of Resolution 2025-100, Amending Administrative Policy (AP) No. B-35 – Grant Management/Administration.

6.5 Consideration of Resolution 2025-101, Approving Amendment No.1 to the Professional Services Agreement with Rick Engineering, Inc. in the Amount of $20,930 for the Design of Ramsey Street Water Main Replacement.

6.6 Consideration of Resolution 2025-102, Approving Final Parcel Map 38659 and Release the Map for Recordation; Authorize Staff to Sign the Project Improvement Agreement and Final Parcel Map; Accept Faithful Performance and Labor and Material Bonds for Public Improvements.

6.7 Consider Resolution 2025-103, Approving a 2-Year Contract with a 1-Year Optional Extension to Terminix International Company, LP For City Wide Facilities and As-Needed Pest Control Services For a total of $75,000.

6.8 Consideration of Resolution 2025-104, Amending the Classification & Compensation Plan for the City of Banning.

6.9 Consideration of Resolution 2025-105, Rescinding City Council Resolution 2025-59, Resolution 2025-60, and Ordinance 1609 for Approvals Related to an Industrial Development Consisting of 1,320,284-Square Foot Warehouse Building on Approximately 131.28-Acres of Vacant Land Generally Located East of Hathaway Street and North of Interstate 10.

6.11 City of Banning's Hexavalent Chromium Compliance Plan.

6.12 Accepting a Quitclaim of Existing City Easements Related to the Improvement of Tract Map No. 37389-6, PA 9A Within the Atwell Specific Plan.

6.13 Consideration of Second Reading and Adoption 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.

Council Member Barrington removed items 6.1, 6.7, 6.9 and 6.10

DRAFT

Mayor Flynn pulled item 6.3

The following items were not removed by the Council: 6.2, 6.4, 6.5, 6.6, 6.8, 6.11, 6.12, 6.13

Motion by Council Member Wallace to approve the items not removed.
Seconded by Council Member Miller

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

Motion Carried (5-0-0) passed.

Mayor Opened Public Comment

Rita Chapparosa former Deputy HR Director expressed support for item 6.8, she emphasized the importance of hiring a Human Resources Director under the City Manager. She emphasized the need for efficient recruitment and policy implementation and offered assistance with recruitment efforts.

Closed Public Comment

Item 6.1 was discussed by staff and Council.
Mayor Flynn opened public Comment.
No public comment
Closed Public Comment

Motion by Council Member Wallace to approve Resolution 2025-03 UA.
Seconded by Council Member Barrington

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

Motion Carried (5-0-0) passed.

Item 6.3 was discussed by staff and Council.
Mayor Flynn opened public Comment.
No public comment
Closed Public Comment

Motion by Council Member Barrington to approve Resolution 2025-99.
Seconded by Council Member Wallace

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

Motion Carried (5-0-0) passed

DRAFT

Item 6.7 was discussed by staff and Council.
Mayor Flynn opened public Comment.
No public comment
Closed Public Comment

Motion by Council Member Miller to approve Resolution 2025-103.
Seconded by Mayor Flynn

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

Motion Carried (5-0-0) passed

Mayor Flynn opened public comment for Item 6.9
No public comment
Closed Public Comment

Motion by Mayor Pro Tem Royce to approve Resolution 2025-105, Rescinding City Council Resolution 2025-59, Resolution 2025-60, and Ordinance 1609
Seconded by Council Member Wallace

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

Motion Carried (5-0-0) passed

Item 6.10 was discussed by staff and Council.
Mayor Flynn opened public Comment.
No public comment
Closed Public Comment

Motion by Council Member Wallace Accepting Easements from North Pointe Development for Right Away, Maintenance and Access, and Temporary Construction necessary for the Sun Lakes Boulevard Extension Project.
Seconded by Mayor Pro Tem Royce

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

Motion Carried (5-0-0) passed

8.4 Consideration of Resolution 2025-111, Authorizing a Property Rental Agreement for the Wanderlust Pop-Up Food Truck Festival through December 27, 2025, the Extension of the Event's Temporary Use Permit (TUP) and the Continued Waiver of Certain Fees Associated with Event

DRAFT

Recommendation: To guide the City's decision-making, staff recommends the City Council consider the following two primary options:
Option 1: Authorize approvals for extending event on Sundays through December 2025 (or July 2026) at 150 E. Ramsey Street, require Applicant cover sanitary costs, and waive fire inspection fees.
Option 2: Authorize approvals for the event as an annual seasonal summer event from the first Sunday in June through the last Sunday in August at 150 E. Ramsey Street.

Provide direction on responsibility of sanitation for event, including possibility of City constructing a porta -potty enclosure and continue covering sanitation services through 2027, with annual Council review.

David Newell, Community Development Director noted initial strong attendance but a slight decline recently. The applicant is seeking a rental agreement to continue the event. The City has subsidized about $6,000 so far. Option 1 and Option 2 were discussed.
Option 3: move the event to Repplier Park.

Staff answered clarifying questions for Council.

- Council discussed extending the Wanderlust Food Tuck Festival.
- Sales tax tracking was raised; business licenses could help.
- Applicant offered to cover restroom costs if allowed to build an enclosure.
- Suggested relocating to Repplier Park, but Mayor Flynn preferred the current location for visibility.
- Strong community support noted; applicant confirmed no added city costs for improvements.

Mayor Flynn opened public comment

Harry Sullivan expressed initial concern about exclusive use of the event site, preferring the city-owned parcels be sold. He supports relocating the food truck festival to the Community Center parking lot, citing better amenities (lighting, restrooms, skate park), and believes restroom vandalism could still be an issue even with new structures

Resident shared that he interviewed 50 attendees, all providing positive feedback. Visitors came from Palm Springs and Beaumont and praised Banning for hosting the event. He encouraged continuing the festival.

Juanita Diaz expressed strong support for keeping the food truck event at its current location near the freeway, citing visibility and convenience. She opposed moving it to the park, felt fire inspection requirements were excessive. Urged the City to support the event and community.

Sue Savage suggested removing and returning the portable toilets weekly to prevent damage and ensure cleanliness for the Sunday food truck events.

Edward Espinoza supported keeping the food truck event downtown, citing its role in revitalizing Banning and attracting visitors from surrounding cities. Emphasized its value in drawing attention to the city for future business opportunities. Acknowledged restroom issues but noted they are common and not unique to the event.

Closed Public Comment

Ongoing issues with the port-o-potty location was discussed. Concerns were raised about hazardous asphalt at the site, which caused tripping incidents. Council Member Miller suggested that fixing the asphalt should be a top priority.

DRAFT

Council Member Barrington expressed support for keeping the food truck event downtown, noting the circular layout allows easy viewing of all trucks and fosters community interaction. She suggested the property could remain for sale while still being used, and if it sells, the event could move to the park.

Nate Smith, Deputy Director of Public Works explained the City uses cold mix patching for asphalt repairs but lack the equipment for full paving. Due to the poor condition of the pavement, hiring a paving contractor would be necessary. Staff will explore options and costs, possibly including chip seal or mill and fill, and bring estimates back for consideration. It was noted that improving the pavement would also help the property's appearance if put up for sale. Estimated cost could be around $100,000.

Motion by Mayor Flynn to Approve Resolution 2025-111, authorize approvals for extending event on Sundays through December 2025 at 150 E. Ramsey Street, require Applicant cover sanitary costs, waive fire inspection fees, revisit in January 2026 and allow the applicant to erect permanent structures around bathrooms.
Seconded by Council Member Barrington.

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

Motion Carried (5-0-0) passed

8.6 Consideration of Resolution No. 2025-112 to Approve Budget Appropriation to fund the S WAG contract

Vince Avila, Chief of Police provided the staff report.

Mayor Flynn opened public comment.

Sue Savage acknowledged the delayed start with SWAG since February but expressed appreciation for the City Council addressing homelessness and thanked SWAG for partnering with the City.

Juanita Diaz expressed support for SWAG's upcoming start, emphasizing the need for new approach to addressing homelessness in Banning. She acknowledged limitations due to police staffing and emphasized that SWAG can help those willing to change.

Mayor Flynn closed public comment.

Council Member Barrington said SWAG is not preplacing exiting programs but adding to them. It will not affect churches, the Salvation Army, or Opportunity village, which focuses on housing. SWAG provides outreach, not housing, and is another partner in addressing homelessness.

Chief Avila confirmed the $582,024 cost would impact the general fund. Finance staff said the city has the cash flow to cover the contract, though it would reduce reserves. It would not affect upcoming audits, as long as funds are available and the expenditure is approved by council.

Mayor Flynn noted savings of at least $609.000 from Opportunity Village staffing and other salaries, calling the SWAG appropriation a cost-effective step forward.

DRAFT

Motion by Mayor Flynn to Adopt Resolution 2025-112, approving appropriation for SWAG for SWAG contract in the amount of $48,502/month for a not to exceed total of $582,024 for FY2026 from the General Fund
Seconded by Council Member Barrington

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

Motion Carried (4-1-0) passed

7. PUBLIC HEARINGS

7.1 Public Hearing on Vacancies to Comply with Assembly Bill 2561
Recommendation: Hold a public hearing; and receive and file this report in compliance with AB 2561.

Nicole Jews, Human Resources Manager presented AB 2561 requirements for annual public hearings on job vacancies, recruitment, and retention. As of June 1, 2025 the City had 249.7 budgeted FTEs, 199.2 filled, and 43.5 vacant (17.92% vacancy rate). Some classifications exceed 20% vacancy, with efforts, underway to improve. Updates include recent resignations (Transmit manager, Administrative City Clerk) and hires (Planning Manager, Dispatcher), with onboarding in-progress for two additional positions. Recruitment will resume once approved.

Mayor Flynn opened the public hearing at 7:41 p.m.

No Public comments

Mayor Flynn closed the public hearing at 7:42 p.m.

Item was received and filed by Council.

7.2 Consideration of (1) Resolution 2025-106, 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 38576, 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 2025-107, 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 1611, Approving a Development Agreement By and Between the City of Banning and JDJN Enterprises, LLC, a Missouri Limited Liability Corporation

Recommendation:

1. Adopt Resolution 2025-106.
2. Adopt Resolution 2025-107.
3. Introduce and conduct first reading of, by title only, Ordinance 1611: 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

DRAFT

David Newell, Community Development Director provided the staff report.

Mayor Pro Tem Royce asked if the CFD rate of $0.10 per square foot was standard, noting it seemed low for a large warehouse. Staff responded that the rate was based on comparable cities, was above average in some cases, and considered a variety of building sizes.

Council Member Miller inquired if prior concerns regarding Hargrave and Ramsey had been addressed. Staff stated a condition was added requiring a study at that intersection, to be submitted under the current resolution's conditions.

Mayor Flynn opened the public hearing at 8:01 p.m.

Andrew Melling of the Western States Regional Council of Carpenters, expressed support for the project. He noted Sansone Group is committed to hiring locally and using state-certified apprenticeship programs.

Robert Ramos representing Ironworkers Local 416, spoke in support of the project, emphasizing the applicant's commitment to hiring local skilled workers and providing career advancement with middle-class wages and benefits. He urged Council to support the project.

Amy Smith, speaking for CARE California, expressed support for the project and the developer. She highlighted the benefits to the City of Banning's economy and community, urging Council to approve the project.

Written comments on behalf of WSRCC supporting the Banning Commerce Center Project were sent by Jeremy Hewitt Esquire, He noted the project's benefits to the environment and local economy through worker safety protocols and environmental mitigation.

Motion by Mayor Pro Tem Royce to Adopt Resolution 2025-107
Seconded by Council Member Miller

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

Motion Carried (5-0-0) passed

Motion by Mayor Pro Tem Royce to Adopt Resolution 2025-106
Seconded by Council Member Wallace

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

Motion Carried (5-0-0) passed

City Clerk read Ordinance 1611 by title only.

Motion by Mayor Flynn to Introduce and conduct first reading of Ordinance 1611
Seconded by Council Member Wallace

DRAFT

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

Motion Carried (5-0-0) passed

8. REPORTS OF OFFICERS

8.1 Consideration of Resolution 2025-108, Authorizing the Submittal of a Grant Application Under the Bureau of Reclamation WaterSMART: Title XVI WIIN Act Water Reclamation and Reuse Program for Fiscal Year 2023 and for Fiscal Year 2024 for up to 25% of the Total Project Costs, Up To $30 Million, for the Wastewater Treatment Plant and Recycled Water Upgrades and Authorizing the City Manager to Executed Related Grant Agreement to Receive Funding
Recommendation: Adopt Resolution 2025-108.

Art Vela, Acting City Manager said the project addresses aging infrastructure, regulatory compliance, and recycled water production. Past actions include agreements with N2W Engineering and AECOM Lyles Joint Venture. The City was awarded $16.19M under the Title 16 program after revising its application. Resolution confirms the City's financial/legal obligations, designates an authorized representative and affirms support for the application.

Mayor Flynn opened public comment.

No public comment.

Mayor Flynn closed public comment.

Motion by Council Member Wallace to Adopt Resolution 2025-108.
Seconded by Council Member Miller

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

Motion Carried (5-0-0) passed

8.2 Consideration of Resolution 2025-109, Authorizing the Submission of an Application to the California Infrastructure and Economic Development Bank for Financing for the Wastewater Treatment Plant and Recycled Water Upgrades Project
Recommendation: Adopt Resolution 2025-109.

Art Vela, Acting City Manager provided the staff report. Authorize submission of an I-Bank financing application for up to $25M to fund the Wastewater Treatment Plant and Recycled Water Upgrades Project. Funding will combine grant funds, multiple City funds, and debt financing. I-Bank was selected over other options for faster turnaround and lower interest rates, with potential savings up to $1.3 M compared to Revenue Bonds. Resolution authorizes the application, intent to reimburse with loan proceeds, and authority to enter a financing agreement, without obligating the City to take the loan.

Mayor Flynn opened public comment.

No public comment.

DRAFT

Mayor Flynn closed public comment.

Motion by Mayor Pro Tem Royce to Adopt Resolution 2025-109.
Seconded by Council Member Wallace.

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

Motion Carried (5-0-0) passed

8.3 Consideration of Resolution 2025-110, Approving an amendment to Purchasing Policy No. B-30 to streamline and enhance the procurement and purchasing process
Recommendation: Adopt Resolution 2025-110.

Barbara Mason, Chief Procurement Officer provided the staff report. Amendments to Purchasing Policy-Sections 3-105 and 3-05.7. Changes remove exceptions covered elsewhere, limit them to warehouse inventory items, and allow City Manager/designee to approve purchases over $25K with Council ratification within two meetings. Replaces large blanket orders with per-purchase approvals for greater transparency and oversight while ensuring timely procurement of critical materials.

Mayor Flynn opened public comment.

No public comment.

Mayor Flynn closed public comment.

Motion by Council Member Wallace to Adopt Resolution 2025-110.
Seconded by Council Member Royce.

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

Motion Carried (5-0-0) passed

8.5 Consideration of Resolution 2025-97, Authorizing the Budget Appropriation for Lease Payments on Motorola Radios, Purchased Under Prior Resolution 2024-22, in an Amount Not to Exceed $641,560.80
Recommendation: Approve Resolution 2025-97.

Brandon Smith, Acting Police Captain provided the staff report. Corrects lease terms for 50 Motorola radios for Police Department. Actual lease is five years totaling $641,1560.80, with annual payments of $128,312.16. Initial one-year deferral ended; payments now due. No grant funding was obtained; lease payments will be covered by General Fund.

Mayor Pro Tem Royce expressed concern over the high cost of $13,000+per radio, noting other agencies paid about half that amount. He questioned why no grant funding was pursued despite prior mentions; staff confirmed no grant application was ever submitted.

DRAFT

He highlighted that smaller agencies like Banning typically join larger regional purchasing groups to get better pricing and emphasized the need to greater transparency and cost-effectiveness going forward.

Staff said lease payments were scheduled to start June 1 and are now due. He clarified that previous resolution didn't clearly communicate that General Fund dollars would cover payments if no grant was secured. Currently, no late fees are being charged on the lease payments.

Mayor Flynn opened public comment.

Frank Connelly questioned the high radio lease costs and called for accountability. He suggested termination for city staff involved mishandling the purchase, and linked the issue to broader financial concerns for the city.

Mayor Flynn closed public comment.

The contract allows renegotiation but no standard termination without cause.
Termination is only possible if a default occurs and isn't cured. Renegotiation or ending the agreement may be difficult without mutual agreement.

The five-year lease totals about $641,568 with the first year deferred. Mixed language in prior resolutions caused confusion. Grants were initially planned but delayed due to staff changes. General efforts continue, including one for $80,000 via Emergency Management, awaiting confirmation.

Radios have separate monthly fees for cellular service and Motorola Connect tracking. Officers have cell phones, and advanced features such texting and emailing on the radios are disabled. Exact monthly cost is unknown.

Motion by Council Member Wallace to Adopt Resolution 2025-97.
Seconded by Council Member Miller.

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

Motion Carried (4-0-1) passed

9. DISCUSSION ITEMS

9.1 Chamber of Commerce lease agreement

Recommendation:

Review lease agreement between the City of Banning and the Banning Chamber of Commerce

Phaedra Norton, Assistant City Attorney requested direction from Council.
The Banning Chamber of Commerce previous lease expired; rent was $5 for building and parking lot use for five years. The Chamber had prior agreement with Southern California Gas Company (2006-2019). Council was asked to provide direction on whether to renegotiate the lease, continue without a lease, or consider other options.

DRAFT

Questions were raised about how Southern California Gas paid the Chamber a lump sum of about $212,000 reportedly based on monthly rate of around $2,000 for a 13-year lease term. The lease prohibited subleasing but the Chamber was subleasing the property.

New Chamber Director says current lease with Gas Company is $3,500/month. The City owns the building; The Gas Company subleases from the Chamber without clear approval records. Lease dates back decades and likely expired. Council agrees lease needs renegotiation.

Council agrees to table lease decision due to missing original agreement and begin fresh negotiations with Chamber. Gas Company plans to vacate within a year. City Attorney said Council will guide lease talks, possibly in closed session.

Mayor Flynn opened public comment.

Frank Connelly said the Chamber leases city building cheaply and subleases to the Gas Company to held fund operations. Gas Company moved here for resident convenience. He encouraged the Council to keep the Gas company in town for everyone's benefit.

Mayor Flynn closed public comment.

Motion by Mayor Pro Tem Royce to table the item.
Seconded by Council Member Miller

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

Motion Carried (5-0) passed

10. ITEMS FOR FUTURE AGENDAS

10.1 **NEW ITEMS**

None

10.2 **EXISTING ITEMS**

Phaedra Norton, Assistant City Attorney said the Morongo Band of Mission Indians submitted new comments on the Banning Commerce Center Project's mitigation measures after the council's initial approval. Staff reviewed and found the measures reasonable and implementable. The council is being asked to reconsider the item to include this information in the official record and avoid procedural issues, primarily related to the environmental impact report. The proper process is to make a motion to reconsider the item.

Motion by Mayor Pro Tem Royce to reconsider Resolution 2025-107.
Seconded by Council Member Wallace.

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

Motion Carried (5-0) passed

DRAFT

David Newell, Community Development Director read letter received (Attachment 1)

During the discussion, a point of order was raised regarding Council Member Miller's potential conflict of interest and whether he should recuse himself due to financial involvement as per the 1090 regulations.

Council Member Miller agreed and recused himself from voting on this item.

Motion by Mayor Pro Tem Royce to reconsider Resolution 2025-107.
Seconded by Council Member Wallace.

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

Motion Carried (4-0-1) passed

Mayor Flynn reopened the Public Hearing at 9:12 p.m.

There was some initial confusion about who would be responsible for costs related to the new environmental mitigation measures, such as handling artifacts or human remains if discovered. It was clarified that these costs would be covered by the developer.

Mayor Flynn closed Public Hearing at 9:14 p.m.

Motion by Council Member Wallace to Adopt Resolution 2025-107.
Seconded by Mayor Pro Tem Royce.

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

Motion Carried (4-0-1) passed

City Clerk read Ordinance 1611 by title only.

Motion by Council Member Wallace to Adopt Ordinance 1611.
Seconded by Mayor Flynn.

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

Motion Carried (4-0-1) passed

Motion by Mayor Pro Tem Royce to Adopt Resolution 2025-106.
Seconded by Council Member Wallace.

COUNCIL MEMBER	YES	NO	ABSTAIN	RECUSE	ABSENT

DRAFT

Barrington, Cynthia	✕	
Flynn, Sheri	✕	✕
Miller, Leroy		
Royce, Richard	✕	
Wallace, Colleen	✕	

Motion Carried (4-0-1) passed

11. ADJOURNMENT

The meeting adjourned at 9:17 p.m.

Minutes prepared by:

Sandra B. Calderon
Acting Administrative City Clerk

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

The entire discussion of this meeting may be viewed here:
https://banningca.granicus.com/player/clip/219?view_id=1&redirect=true

All documents related to this meeting are available here:
https://d3n9y02raazwpg.cloudfront.net/banningca/a2751147-76d7-11ef-9b71-005056a89546-58aff184-fc89-4a54-a5ea-bd1452aedb38-1751577099.pdf

DRAFT

TRIBAL HISTORIC PRESERVATION OFFICE

VIA ELECTRONIC MAIL

dnewell@banningca.gov

David A. Newell AICP
City of Banning
Director, Community Development Department
99 East Ramsey Street
Banning, CA 92220

MORONGO BAND OF MISSION INDIANS
A SOVEREIGN NATION

June 12, 2025

Re: AB52 Consultation: Banning Commerce Center, City of Banning, Notice of Public Hearing

Dear Director Newell:

The Morongo Band of Mission Indians (Tribe/MBMI) Tribal Historic Preservation Office (THPO) received on May 5, 2025, notice of Public Hearing to be held May 13, 2025, for the Banning Commerce Center Project by the Sansone Group for the Design Review (Project). MBMI was not able to attend the Public Hearing but was able to review the Environmental Impact Report (EIR) and the Mitigation Measures (MM) for the Project.

In this review, THPO noticed that the MM were not complete, and did not follow all our requests for Cultural Resources and Tribal Cultural Resources discussed during our consultations in 2023. Although our request for Tribal Monitoring was included in the MM, there is an absence of the following items:

(1) In the event that human remains are inadvertently discovered during the Project, NO PHOTOGRAPHS WILL BE TAKEN EXCEPT BY THE CORONER AND WITH THE EXPRESS WRITTEN PERMISSION OF TRIBE. No unauthorized person shall enter the area, etc.
(2) That a plan should be in-place to establish what will happen when an inadvertent discovery is made: i.e., establishment of an Environmentally Sensitive Area (ESA), archaeological evaluation regarding eligibility to the California and/or National Record, treatment plan for the resource, etc. The cultural resource firm that is contracted should be able to prepare this; please ask to include specifics.
(3) A plan for the disposition of any cultural or tribal cultural items is to be in place before the Project begins. This means that a plan will be in place to rebury any cultural items on the Project parcel in an area where they will not be disturbed in perpetuity or that arrangements will be made with a Federally approved Repository for curation in perpetuity (at the expense of the project proponent) or that the ownership of any pre-contact cultural or tribal cultural items will be transferred to MBMI by mutual agreement between Tribe and the project proponent.
(4) The Archaeologist (i.e., the contractor who will be responsible for following the MM) should be designated as “U.S. Department of the Interior-qualified.”

12700 Pumarra Road – Banning, CA 92220 – (951) 755-5259 – Fax (951) 572-6004 – THPO@morongo-nsn.gov

As background information, MBMI THPO and the City of Banning had several letter exchanges in mid-August of 2023, regarding the requests of Tribe. These were with Mark Manacor who was a Contract Planner for the City of Banning at that time. During that exchange, a list of MBMI Standard Mitigation Measures was provided. For your convenience, I am again attaching that to this email.

MBMI would be most appreciative if these items could be added to the MM for the Banning Commerce Center Project. Please contact Tribe should you wish to discuss this request. MBMI looks forward to continuing government-to-government consultation and working with the Community Development Department of the City of Banning. Working together, MBMI can be assured that our ancestors and their possessions will be treated with respect and disposed of in an appropriate manner.

Thank you very much for your consideration. Please confirm that you have received this letter. If you would like to arrange an on-line consultation, please contact me or Dr. Schneider.

If you have any questions or concerns, please contact me, Bernadette Ann Brierty, Tribal Historic Preservation Officer (THPO): ABrierty@morongo-nsn.gov, THPO@morongo-nsn.gov or (951) 663-2842.

Respectfully,



Bernadette Ann Brierty

Tribal Historic Preservation Officer

Morongo Band of Mission Indians

CC: Morongo THPO

12700 Pumarra Road – Banning, CA 92220 – (951) 755-5259 – Fax (951) 572-6004 – THPO@morongo-nsn.gov

CITY OF BANNING
STAFF REPORT

TO: **CITY COUNCIL**

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

PREPARED BY: **Barbara Mason, Chief Procurement Officer**
Barbara Mason, Chief Procurement Officer

MEETING DATE: **August 26, 2025**

SUBJECT: **City Council Travel and Conference Expense Report Year to Date Through June 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 June 2025, the total charges expensed to this account is $21,962.93 which excludes April 2025 to June 2025 Pcard charges. It is anticipated that next month's report will include these charges on the report.

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. June 2025_Council_Travel_report.pdf

CITY COUNCIL TRAVEL AND CONFERENCE BUDGET FY2024-2025

ACCOUNT 001-1000-411.23-05

AS OF JUNE 30, 2025

BUDGET	$	31,500.00
WALLACE	$	6,009.38
SANCHEZ	$	1,012.49
FLYNN	$	5,346.17
BARRINGTON	$	2,684.70
MILLER	$	3,166.79
ROYCE	$	3,743.40
TOTAL EXPENSES	$	21,962.93
BALANCE AVAILABLE	$	9,537.07

* Does not include Pcard charges from Apr-Jun 2025

TRAVEL AND CONFERENCE FY 2024-2025

WALLACE **C00013** **Expenses posted as of 6/30/25**

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
2/3/2025	1/29-1/31/2025	TV25C7	League of California Cities Mayor & Council Academy	Hotel & Parking	Garden Grove	436.14
2/6/2025	3/27/2025		Banning Chamber of Commerce Installation Dinner		Banning	250.00
2/14/2025	2/27/2025		Beaumont Chamber of Commerce - Installation Dinner		Beaumont	80.00
3/11/2025	3/17/2025		League of California Cities - Riverside Divisional Mtg		Corona	60.00
3/19/2025	3/19/2025		Beaumont Chamber of Commerce Breakfast		Beaumont	25.00
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
5/19/2025			May and June Mileage			180.66
			Total Expenses			6,009.38

*Does not include Pcard purchases from Apr-Jun 25

TRAVEL AND CONFERENCE FY 2024-2025

SANCHEZ **C00016** **Expenses posted as of 6/30/25**

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 6/30/25**

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
2/3/2025	1/29-1/31/2025	TV25C8	League of California Cities Mayor & Council Academy	Hotel & Parking	Garden Grove	396.14
2/6/2025	3/27/2025		Banning Chamber of Commerce Installation Dinner		Banning	250.00
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
6/30/2025			June Mileage			126.83
			Total Expenses			5,346.17

* Does not include Pcard charges from Apr-Jun 2025

TRAVEL AND CONFERENCE FY 2024-2025

BARRINGTON **C00021** **Expenses posted as of 6/30/25**

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
2/3/2025	1/29-1/31/2025	TV25D3	League of California Cities Mayor & Council Academy	Hotel & Parking	Garden Grove	436.14
2/6/2025	3/27/2025		Banning Chamber of Commerce Installation Dinner		Banning	250.00
			Total Expenses			2,684.70

*Does not include Pcard purchases from Apr-Jun 25

TRAVEL AND CONFERENCE FY 2024-2025

MILLER **C00022** **Expenses posted as of 6/30/25**

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
2/3/2025	1/29-1/31/2025	TV25D1	League of California Cities Mayor & Council Academy	Hotel & Parking	Garden Grove	436.14
2/5/2025	4/23-4/25/2025	TV25H2	League of California Cities - City Leadership Summit	Airline ticket	Sacramento	308.96
2/6/2025	3/27/2025		Banning Chamber of Commerce Installation Dinner		Banning	250.00
2/14/2025	2/27/2025		Beaumont Chamber of Commerce - Installation Dinner		Beaumont	80.00
3/11/2025	3/17/2025		League of California Cities - Riverside Divisional Mtg		Corona	60.00
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
6/30/2025			May - June 2025 Mileage			180.66
			Total Expenses			$ 3,166.79

*Does not include Pcard purchases from Apr-Jun 25

TRAVEL AND CONFERENCE FY 2024-2025

ROYCE **C00023** **Expenses posted as of 6/30/25**

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
2/3/2025	1/29-1/31/2025	TV25C9	League of California Cities Mayor & Council Academy	Hotel & Parking	Garden Grove	436.14
3/11/2025	3/17/2025		League of California Cities - Riverside Divisional Mtg		Corona	60.00
3/21/2025	3/27/2025		Banning Chamber of Commerce Installation Dinner		Banning	125.00
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	Meal Per Diem	Palm Desert	51.00
5/20/2025	5/1-5/2/2025	TV25K5		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			$ 3,743.40

*Does not include Pcard purchases from Apr-Jun 25

CITY OF BANNING
STAFF REPORT

TO: **CITY COUNCIL**

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

PREPARED BY: **Barbara Mason, Chief Procurement Officer**
Barbara Mason, Chief Procurement Officer

MEETING DATE: **August 26, 2025**

SUBJECT: **Receive and File Contracts Approved Under the City Manager's Signature Authority and Inventory Reports for June and July 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. 2025-08 Aug 2025 Executed Contract Below $25K for July 2025.pdf

2. 2025-08 Aug 2025 Executed Contract Below $25K for June 2025.pdf

Contracts Approved Within City Manager Signature Authority

FOR MONTH OF JULY 2025					
City Manager Approval Date	Vendor Name	Description of Item/Service	Contact Award Total	Department/ Division	Comments
7/21/2025	So Cal Arbor Care, Inc	Clean Up Downed Branches at Sylvan Park	1,200.00	CS - Parks	CUPCCAA
4/8/2025	SCPPA - Pandora Task Order	Task Order BEU-05 Benchmarking Data Study	5,000.00	PW - Electric	Late report

Change Orders Approved Within City Manager Signature Authority					
FOR MONTH OF JULY 2025					
Date	Vendor Name	Description of Item/Service	Contact Award Total	Change Order	Comments
7/3/2025	Mariposa Landscapes Inc.	C00698 Landscaping Maintenance Services for C	$660,373.36	9,450.00	Reso 2025-071
7/23/2025	MCC Pipeline Inc	C01084 Ramsey Street Water Main Replacement	$1,315,792.87	116,686.54	Reso 2024-166

INVENTORY PURCHASES OVER $25K					
FOR MONTH OF JULY 2025					
Date	Vendor Name	Description of Item/Service	Amount	Department	Comments
7/11/2025	Zenner Performance Meters	Water Meters	80,000.00	PW - Water	
7/15/2025	Anixter	1PH Padmount transformer and Wooden Poles	53,638.44	PW - Electric	

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
6/16/2025	Automated Gate Services	Airport Gate Repair Services	5,490.00	PW - Airport	CUPCCAA
6/18/2025	STC Traffic Inc	Design of Rectangular Rapid Flashing Beacons	4,800.00	PW-Streets	CUPCCAA
6/23/2025	Titan Quality Power Services	Midway Substation Breaker Repair	4,891.00	EU - Electric Utilities	
6/26/2025	H & L Charter Co., Inc	Oak Glen Trip	1,820.00	CS - Community Services	OEP Grant

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
6/10/2025	Albert A Webb Associates	Design of the Intersection of Amar Street and Ramsey Street	$59,698.00	-	Time Extension Only
6/13/2025	Babcock Laboratoreis	On- call Laboratories Services	$225,000.00	75,000.00	Reso 2023-07 UA
6/13/2025	Imeg Consulting Corp	Sound Wall at Opportunity Village	$79,306.00	-	Time Extension Only
6/13/2025	N2W Engineering Inc.	Owner's Advisor (OA) for Nitrogen Removal Upgrades and Tertiary Treatment Improvements,	$1,576,430.00	-	Reso 2022-14
6/17/2025	Roadway Asset Services	Fixed Asset Inspection Services	$302,082.00	-	Time Extension Only
6/18/2025	GovInvest Inc	Standard Pension Module of the Total Liability Calculator Software Program	$104,126.00	38,349.00	Reso 2020-126

City Manager Approval Date	Vendor Name	Description of Item/Service	Contact Award Total	Department/ Division	Comments
6/23/2025	General Pump Company, Inc	Wastewater Treatment Plant Booster Rebuild	$38,226.98	6,969.00	CUPCCAA
6/23/2025	Mariposa Landscapes, Inc	Landscape Maintenance	$466,952.62	22,744.00	
6/24/2025	Integrity Arborist and Ecoscape Inc	Weed Abatement Services	$205,000.00	50,000.00	Reso 2024-061
6/24/2025	Matrix Consulting Group LTD	Comprehensive User Fee and impact Fee Study	$88,140.00	-	Time Extension Only
6/24/2025	Layne Christensen Company	Repair Well 5	$219,938.86	86,785.36	CUPCCAA
6/25/2025	CM Landscape	Weed Abatement Services	$70,000.00	20,000.00	Reso 2024-061

INVENTORY PURCHASES OVER $25K					
FOR MONTH OF JUNE 2025					
Date	**Vendor Name**	**Description of Item/Service**	**Amount**	**Department**	**Comments**
No Inventory Purchases					

CITY OF BANNING
STAFF REPORT

TO: **CITY COUNCIL**

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

PREPARED BY: **Austin Flint, Senior Accountant**
Michelle Green, Interim Finance Director

MEETING DATE: **August 26, 2025**

SUBJECT: **Receive and File Cash and Investments Report for the Month of April 2025**

RECOMMENDATION:

That City Council receive and file Cash and Investment Report for April 2025, in accordance with California Government Code 53646.

BACKGROUND:

The City's investment portfolio is compliant with its Investment Policy and Pooled Cash is expected to meet all disbursement requirements for the next six months.

JUSTIFICATION:

UNRESTRICTED CASH AND INVESTMENTS:

Cash & Investments	March 2025	April 2025
Funds under Control of the City:		
Petty Cash / Cash on Hand	$4,055.00	$4,055.00
Sub-Total	**$4,055.00**	**$4,055.00**
Checking and Savings:		
Wells Fargo - General Account - XXXXX5798	$4,214,756.58	$2,321,012.45
HCN Bank - General Account - XXXXX97479	$50,000.00	$50,000.00
Bank of America - Parking Citations - XXXXXX8776	$146,345.20	$146,442.40
Bank of America - Airport Visa - XXXXXX7548	$623,221.66	$627,021.67
Bank of America - CNG Charge Acct - XXXXXX5594	$79,091.90	$79,091.90
Sub-Total	**$5,113,415.34**	**$3,223,568.42**
See Investment Report for Details of the following investments:		
State of California, Local Agency Investment Fund	**$25,139,527.45**	**$23,916,605.22**
% of Investments in LAIF	**54%**	**53%**
US Bank City of Banning Investment Custody Account XXXXX6000	**$21,439,044.92**	**$21,603,562.13**

Cash and Investments	**$53,696,042.71**	**$48,747,790.77**

RESTRICTED CASH AND INVESTMENTS:

Cash & Investments	March 2025	April 2025
Cash with Fiscal Agents		
US Bank		
2015 Water Revenue Bonds-BUA Water Projects - 258228005	$894,381.78	$897,266.11
2015 Water Revenue Bonds-BUA Water Projects - 258228000	$5,937.14	$346,987.55
2019 Wastewater Revenue Bond - 254226002	$235,017.25	$352,519.25
2019 Wastewater Revenue Bonds 254226000	$115,049.80	$115,050.78
2019 Wastewater Revenue Bonds - BUA Water Projects - Previous Balance less amount required for Refunding - 254226006	$2,503,160.61	$2,503,181.87
2019 Wastewater Revenue Bonds - Interest Account - 254226001	$0.16	$26,010.16
2019 Wastewater Revenue Bonds - Cost of Issuance Fund - 254226005	$1.43	$1.43
2015 Electric Revenue Bond-Acquisition & Construction Fund - 262685003	$2,562.55	$2,570.81
2015 Electric Revenue Bond-Acquisition & Construction Fund - 262685000	$12,007.50	$12,046.22
Successor Agency of the Dissolved Redevelopment Agency of the City of Banning Tax Allocation Bonds Series 2016 (Taxable) Revenue Fund - 277166000	$1.93	$2.04
Successor Agency of the Dissolved Redevelopment Agency of the City of Banning Tax Allocation Bonds Series 2016 (Taxable) Unexpended Proceeds Fund - 277166005	$7,687,668.25	$7,687,700.90
Improvement Dist No 2004-1 (Fair Oaks Ranch Estates) Limited Obligation Improvement Bonds Series 2005A Interest Acct-789582000	$0.06	$0.06
Improvement Dist No 2004-1 (Fair Oaks Ranch Estates) Limited Obligation Improvement Bonds Series 2005A Principal Acct-789582001	$0.05	$0.06
Improvement Dist No 2004-1 (Fair Oaks Ranch Estates) Limited Obligation Improvement Bonds Series 2005A Reserve Fund-789582003	$186,060.65	$186,061.44
PERMA Member Trust Account xxx-xxxx-101.12-00	$2,253,477.16	$2,164,360.93
CAISO - City of Banning XXXXX6994	$130,390.11	$130,858.24
City of Banning - XXXXX5920 - Riverside Public Utilities (RPU)	$458,701.34	$861,997.97
Cash with Fiscal Agents US Bank	**$14,484,417.77**	**$15,286,615.82**
Restricted Investment in SCPPA Project Stabilization Fund		
Project Stabilization Fund	**$1,013,747.80**	**$1,015,604.22**
Total Restricted Cash and Investments	**$15,498,165.57**	**$16,302,220.04**

Grand Total Cash and Investments	**$67,194,208.28**	**$65,050,010.81**

BOND RESERVE INSURANCE POLICIES:

Insurance Policy and Purpose	Market Value
2015 Electric Revenue Bond-Reserve Fund - 262685002 - Market Value	$2,428,543.76
Successor Agency of the Dissolved Redevelopment Agency of the City of Banning Tax Allocation Bonds Series 2016 (Taxable) Reserve Fund- 277166004 Market Value	$2,205,497.50

FISCAL IMPACT:

Not applicable.

I hereby certify that the investment activity for this reporting period conforms with the investment policy adopted by the City of Banning's City Council and the California Government Code Section 53601.

I also certify that there exists adequate pooled cash available to meet the City's disbursement requirements for at least the next six months.

ALTERNATIVES:

Not applicable.

BUDGETED?:

No

CONTRACT/AGREEMENT:

No

ATTACHMENTS:

1. Attachment 1 - Investment Report April 2025.pdf
2. Attachment 2 - City of Banning Broker Report April 2025.pdf
3. Attachment 3 - LAIF Market Valuation April 2025.pdf
4. Attachment 4 - PMIA-LAIF Performance Report April 2025.pdf

City of Banning
Report of Investments
April 2025

Investment Held by	Investment Name	Investment Type	CUSIP Number	Standard & Poors Rating	Moodys Rating	Maturity Duration	Par	Market Yield	Market Price	Market Value/Accrued Int	Percentage of Investments
State of California, Local Agency Investment Fund											
	City of Banning	Pooled Investment	N/A	N/A	N/A		$ 23,916,605.22	4.281	100.084919	$ 23,936,914.99	52.5%
	Successor Agency	Pooled Investment	N/A	N/A	N/A		$ -	4.281	100.084919	$ -	0.0%
							$ 23,916,605.22			**$ 23,936,914.99**	**52.5%**
US Bank- Broker Chandler Asset Management											
Government Agencies											
	Total ABS	Asset-Backed Securities	Various	AAA	Aaa	1.13	$ 613,619.23	4.380	101.05800	$ 620,111.32	1.35%
	Total Agency	Federal Agencies	Various	AA+	Aaa	0.95	$ 6,000,000.00	4.100	98.69666	$ 5,921,799.60	13.2%
	Total Cash	Cash and Equivalents	CCYUSD	AAA	Aaa	0.00	$ 2,673.08	0.000	100.00	$ 2,673.08	0.0%
	Total Commercial Paper	Paper	62479LL78	NA	A-1	0.18	$ -	5.500	99.497	$ -	0.0%
	Total Corporate	Corporate	Various	AA-/A-/A	Aa2/A1/A2/A3	0.61	$ 3,050,000.00	4.470	99.49352	$ 3,034,552.36	6.7%
	Total Money Market	Money Market/Mutual Funds	31846V401	AAAm	Aaa	0.00	$ 77,269.82	3.790	100.00	$ 77,269.82	0.2%
	Total US Treasury	US Treasuries	Various	A-1+/AA+	P-1/Aaa	0.17	$ 11,860,000.00	4.240	99.75919	$ 11,831,439.93	26.1%
							$ 21,603,562.13			**$ 21,487,846.12**	**47.5%**
Total Investments							**$ 45,520,167.35**			**$ 45,424,761.10**	**100.0%**

CHANDLER ASSET MANAGEMENT

MONTHLY ACCOUNT STATEMENT

City of Banning | Account #11089 | As of April 30, 2025

CHANDLER ASSET MANAGEMENT | chandlerasset.com

Chandler Team:

For questions about your account, please call (800) 317-4747,
or contact clientservice@chandlerasset.com

Custodian:

US Bank

Information contained herein is confidential. We urge you to compare this statement to the one you receive from your qualified custodian. Please see Important Disclosures at the end of the statement.

PORTFOLIO SUMMARY

City of Banning | Account #11089 | As of April 30, 2025

Portfolio Characteristics

Average Modified Duration	0.47
Average Coupon	1.57%
Average Purchase YTM	3.60%
Average Market YTM	4.24%
Average Credit Quality*	AA+
Average Final Maturity	0.56
Average Life	0.48

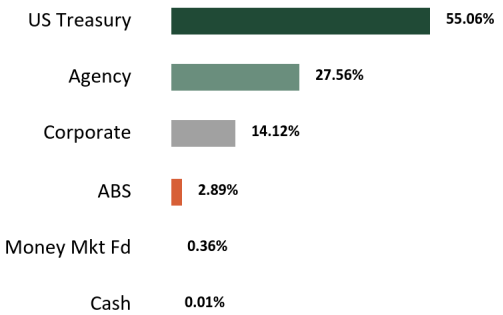
Account Summary

	End Values as of 03/31/2025	End Values as of 04/30/2025
Market Value	21,295,363.06	21,487,846.31
Accrued Interest	169,771.72	66,387.95
Total Market Value	**21,465,134.78**	**21,554,234.26**
Income Earned	60,733.23	60,114.84
Cont/WD	0.00	0.00
Par	21,439,044.92	21,603,562.13
Book Value	21,389,527.06	21,554,766.87
Cost Value	21,321,031.71	21,487,741.90

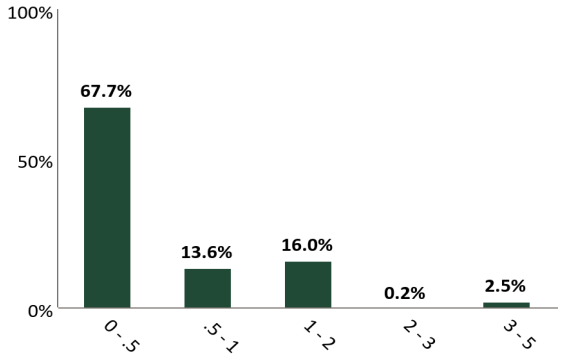
Top Issuers

Government of The United States	55.06%
Federal Home Loan Mortgage Corp	13.92%
Federal Home Loan Banks	13.64%
Exxon Mobil Corporation	2.31%
Simon Property Group, Inc.	1.27%
Air Products and Chemicals, Inc.	1.26%
Bank of America Corporation	1.23%
The Toronto-Dominion Bank	1.21%

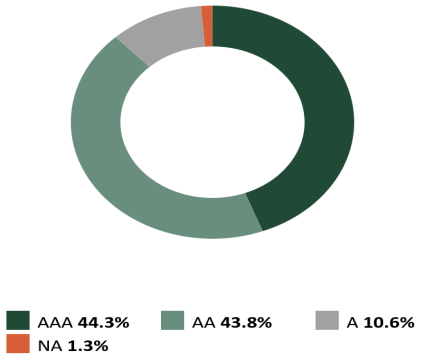
Sector Allocation



Maturity Distribution



Credit Quality (S&P)



Performance Review

Total Rate of Return**	1M	3M	YTD	1YR	2YRS	3YRS	5YRS	10YRS	Since Inception (07/01/23)
City of Banning	0.42%	1.22%	1.62%	5.61%	--	--	--	--	5.36%
Benchmark Return	0.36%	1.08%	1.43%	5.10%	--	--	--	--	5.09%

*The average credit quality is a weighted average calculation of the highest of S&P, Moody's and Fitch.
**Periods over 1 year are annualized.
Benchmark: ICE BofA 0-1 Year US Treasury Notes & Bonds Secondary Benchmark:

STATEMENT OF COMPLIANCE

City of Banning | Account #11089 | As of April 30, 2025

Rules Name	Limit	Actual	Compliance Status	Notes
AGENCY MORTGAGE SECURITIES (CMOS)				
Max % (MV)	100.0	0.0	Compliant	
Max % Issuer (MV)	30.0	0.0	Compliant	
Max Maturity (Years)	5.0	0.0	Compliant	
ASSET-BACKED SECURITIES (ABS)				
Max % (MV; Non Agency ABS & MBS)	20.0	2.9	Compliant	
Max % Issuer (MV)	5.0	1.0	Compliant	
Max Maturity (Years)	5	4	Compliant	
Min Rating (AA- by 1)	0.0	0.0	Compliant	
BANKERS' ACCEPTANCES				
Max % (MV)	40.0	0.0	Compliant	
Max % Issuer (MV)	5.0	0.0	Compliant	
Max Maturity (Days)	180	0.0	Compliant	
Min Rating (A-1 by 1 or A- by 1)	0.0	0.0	Compliant	
CERTIFICATE OF DEPOSIT PLACEMENT SERVICE (CDARS)				
Max % (MV)	30.0	0.0	Compliant	
Max Maturity (Years)	5.0	0.0	Compliant	
COLLATERALIZED BANK DEPOSITS				
Max Maturity (Years)	5.0	0.0	Compliant	
COLLATERALIZED TIME DEPOSITS (NON-NEGOTIABLE CD/TD)				
Max % (MV)	20.0	0.0	Compliant	
Max Maturity (Years)	5.0	0.0	Compliant	
COMMERCIAL PAPER				
Max % (MV)	25.0	0.0	Compliant	
Max % Issuer (MV)	5.0	0.0	Compliant	
Max Maturity (Days)	270	0.0	Compliant	
Min Rating (A-1 by 1 or A- by 1)	0.0	0.0	Compliant	
CORPORATE MEDIUM TERM NOTES				
Max % (MV)	30.0	14.1	Compliant	
Max % Issuer (MV)	5.0	2.3	Compliant	
Max Maturity (Years)	5	1	Compliant	
Min Rating (A- by 1)	0.0	0.0	Compliant	

STATEMENT OF COMPLIANCE

City of Banning | Account #11089 | As of April 30, 2025

Rules Name	Limit	Actual	Compliance Status	Notes
FDIC INSURED TIME DEPOSITS (NON-NEGOTIABLE CD/ TD)				
Max % (MV)	20.0	0.0	Compliant	
Max Maturity (Years)	5	0.0	Compliant	
FEDERAL AGENCIES				
Max % (MV)	100.0	27.6	Compliant	
Max % Issuer (MV)	30.0	13.9	Compliant	
Max Callables (MV)	20.0	27.6	Not Compliant	Agency Callables; Inherited Securities; Client Directive Approved Strategy Shift
Max Maturity (Years)	5	1	Compliant	
LOCAL AGENCY INVESTMENT FUND (LAIF)				
Max Concentration (MV)	75.0	0.0	Compliant	
MONEY MARKET MUTUAL FUNDS				
Max % (MV)	20.0	0.4	Compliant	
Max % Issuer (MV)	20.0	0.4	Compliant	
Min Rating (AAA by 2)	0.0	0.0	Compliant	
MORTGAGE-BACKED SECURITIES (NON-AGENCY)				
Max % (MV)	20.0	0.0	Compliant	
Max % Issuer (MV)	5.0	0.0	Compliant	
Max Maturity (Years)	5.0	0.0	Compliant	
Min Rating (AA- by 1)	0.0	0.0	Compliant	
MUNICIPAL SECURITIES (CA, LOCAL AGENCY)				
Max % (MV)	30.0	0.0	Compliant	
Max % Issuer (MV)	5.0	0.0	Compliant	
Max Maturity (Years)	5	0.0	Compliant	
Min Rating (A- by 1)	0.0	0.0	Compliant	
MUNICIPAL SECURITIES (CA, OTHER STATES)				
Max % (MV)	30.0	0.0	Compliant	
Max % Issuer (MV)	5.0	0.0	Compliant	
Max Maturity (Years)	5	0.0	Compliant	
Min Rating (A- by 1)	0.0	0.0	Compliant	
MUTUAL FUNDS				
Max % (MV)	20.0	0.0	Compliant	
Max % Issuer (MV)	10.0	0.0	Compliant	

STATEMENT OF COMPLIANCE

City of Banning | Account #11089 | As of April 30, 2025

Rules Name	Limit	Actual	Compliance Status	Notes
Min Rating (AAA by 2)	0.0	0.0	Compliant	
NEGOTIABLE CERTIFICATES OF DEPOSIT (NCD)				
Max % (MV)	30.0	0.0	Compliant	
Max % Issuer (MV)	5.0	0.0	Compliant	
Max Maturity (Years)	5	0.0	Compliant	
Min Rating (A-1 by 1 or A- by 1 if > FDIC Limit)	0.0	0.0	Compliant	
REPURCHASE AGREEMENTS				
Max Maturity (Years)	1.0	0.0	Compliant	
SUPRANATIONAL OBLIGATIONS				
Max % (MV)	30.0	0.0	Compliant	
Max % Issuer (MV)	10.0	0.0	Compliant	
Max Maturity (Years)	5	0.0	Compliant	
Min Rating (AA- by 1)	0.0	0.0	Compliant	
U.S. TREASURIES				
Max % (MV)	100.0	55.1	Compliant	
Max Maturity (Years)	5	0.0	Compliant	

RECONCILIATION SUMMARY

City of Banning | Account #11089 | As of April 30, 2025

Maturities / Calls

Month to Date	**(7,020,000.00)**
Fiscal Year to Date	**(15,730,000.00)**

Principal Paydowns

Month to Date	**(7,102.17)**
Fiscal Year to Date	**(11,380.78)**

Purchases

Month to Date	**14,395,787.74**
Fiscal Year to Date	**32,437,737.26**

Sales

Month to Date	**(7,227,954.78)**
Fiscal Year to Date	**(16,045,084.78)**

Interest Received

Month to Date	**140,730.79**
Fiscal Year to Date	**510,958.93**

Purchased / Sold Interest

Month to Date	**0.00**
Fiscal Year to Date	**(39,687.23)**

Accrual Activity Summary

	Month to Date	Fiscal Year to Date (07/01/2024)
Beginning Book Value	21,389,527.06	20,890,632.11
Maturities/Calls	(7,020,000.00)	(15,730,000.00)
Principal Paydowns	(7,102.17)	(11,380.78)
Purchases	14,395,787.74	32,437,737.26
Sales	(7,227,954.78)	(16,045,084.78)
Change in Cash, Payables, Receivables	1,741.19	(180,341.84)
Amortization/Accretion	22,767.83	193,204.90
Realized Gain (Loss)	0.01	0.00
Ending Book Value	21,554,766.87	21,554,766.87

Fair Market Activity Summary

	Month to Date	Fiscal Year to Date (07/01/2024)
Beginning Market Value	21,295,363.06	20,501,414.03
Maturities/Calls	(7,020,000.00)	(15,730,000.00)
Principal Paydowns	(7,102.17)	(11,380.78)
Purchases	14,395,787.74	32,437,737.26
Sales	(7,227,954.78)	(16,045,084.78)
Change in Cash, Payables, Receivables	1,741.19	(180,341.84)
Amortization/Accretion	22,767.83	193,204.90
Change in Net Unrealized Gain (Loss)	27,243.44	322,297.52
Realized Gain (Loss)	0.01	0.00
Ending Market Value	21,487,846.31	21,487,846.31

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
ABS									
379929AD4	GMALT 2023-3 A3 5.38 11/20/2026	38,481.73	08/08/2023 5.36%	38,477.11 38,479.54	100.18 4.83%	38,551.43 63.26	0.18% 71.89	NA/AAA AAA	1.56 0.29
05592XAD2	BMWOT 2023-A A3 5.47 02/25/2028	35,137.50	07/12/2023 5.47%	35,131.27 35,133.69	100.67 4.45%	35,374.37 32.03	0.16% 240.68	NA/AAA AAA	2.82 0.62
47787CAC7	JDOT 2023-C A3 5.48 05/15/2028	195,000.00	09/12/2023 5.55%	194,986.60 194,991.25	101.04 4.56%	197,025.97 474.93	0.92% 2,034.72	Aaa/NA AAA	3.04 1.05
36267KAD9	GMCAR 2023-3 A3 5.45 06/16/2028	45,000.00	07/11/2023 5.51%	44,998.26 44,998.89	100.66 4.54%	45,295.02 102.19	0.21% 296.13	Aaa/AAA NA	3.13 0.67
02582JKD1	AMXCA 2023-3 A 5.23 09/15/2028	215,000.00	09/12/2023 5.29%	214,990.39 214,993.50	101.39 4.22%	217,987.34 499.76	1.01% 2,993.84	NA/AAA AAA	3.38 1.30
362955AD8	GMCAR 2025-1 A3 4.62 12/17/2029	85,000.00	01/09/2025 5.03%	84,993.68 84,994.05	101.03 4.06%	85,877.21 163.63	0.40% 883.16	Aaa/NA AAA	4.63 1.71
Total ABS		**613,619.23**	**5.37%**	**613,577.31 613,590.92**	**101.06 4.38%**	**620,111.33 1,335.79**	**2.89% 6,520.42**		**3.28 1.13**
AGENCY									
3134GW6Z4	FEDERAL HOME LOAN MORTGAGE CORP 0.48 05/29/2025	3,000,000.00	10/30/2020 0.48%	3,000,000.00 3,000,000.00	99.70 4.34%	2,991,033.96 80.00	13.92% (8,966.04)	Aaa/AA+ AA+	0.08 0.08
3130ARF55	FEDERAL HOME LOAN BANKS 2.6 03/30/2027	3,000,000.00	03/30/2022 2.60%	3,000,000.00 3,000,000.00	97.69 3.86%	2,930,765.67 6,716.67	13.64% (69,234.33)	Aaa/AA+ AA+	1.91 1.84
Total Agency		**6,000,000.00**	**1.53%**	**6,000,000.00 6,000,000.00**	**98.71 4.10%**	**5,921,799.63 6,796.67**	**27.56% (78,200.37)**		**0.99 0.95**
CASH									
CCYUSD	Receivable	2,673.08	-- 0.00%	2,673.08 2,673.08	1.00 0.00%	2,673.08 0.00	0.01% 0.00	Aaa/AAA AAA	0.00 0.00
Total Cash		**2,673.08**	**0.00%**	**2,673.08 2,673.08**	**1.00 0.00%**	**2,673.08 0.00**	**0.01% 0.00**		**0.00 0.00**
CORPORATE									
6174468C6	MORGAN STANLEY 4.0 07/23/2025	260,000.00	09/12/2024 4.56%	258,780.61 259,676.65	99.86 4.59%	259,623.19 2,831.11	1.21% (53.46)	A1/A- A+	0.23 0.23
06051GFS3	BANK OF AMERICA CORP 3.875 08/01/2025	265,000.00	08/12/2024 4.88%	262,506.35 264,350.10	99.83 4.54%	264,537.49 2,567.19	1.23% 187.39	A1/A- AA-	0.25 0.25

HOLDINGS REPORT

City of Banning | Account #11089 | As of April 30, 2025

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
20030NBN0	COMCAST CORP 3.375 08/15/2025	260,000.00	07/22/2024 5.17%	255,247.20 258,701.55	99.62 4.69%	259,000.77 1,852.50	1.21% 299.22	A3/A- A-	0.29 0.29
828807CV7	SIMON PROPERTY GROUP LP 3.5 09/01/2025	275,000.00	12/16/2024 4.65%	272,819.25 273,960.34	99.60 4.69%	273,901.44 1,604.17	1.27% (58.90)	A3/A- NA	0.34 0.33
24422EWJ4	JOHN DEERE CAPITAL CORP 4.05 09/08/2025	260,000.00	07/09/2024 5.06%	257,056.80 259,099.73	99.75 4.75%	259,340.41 1,550.25	1.21% 240.68	A1/A A+	0.36 0.35
009158BB1	AIR PRODUCTS AND CHEMICALS INC 1.5 10/15/2025	275,000.00	11/12/2024 4.51%	267,597.00 271,320.53	98.69 4.44%	271,384.91 183.33	1.26% 64.38	A2/A NA	0.46 0.45
89115A2K7	TORONTO-DOMINION BANK 5.103 01/09/2026	260,000.00	02/24/2025 4.49%	261,326.00 261,054.96	100.40 4.50%	261,040.48 4,127.76	1.21% (14.48)	A2/A- AA-	0.70 0.66
02665WEY3	AMERICAN HONDA FINANCE CORP 4.95 01/09/2026	220,000.00	03/19/2025 4.53%	220,712.80 220,611.32	100.30 4.49%	220,658.50 3,388.00	1.03% 47.18	A3/A- NA	0.70 0.66
30231GAT9	EXXON MOBIL CORP 3.043 03/01/2026	500,000.00	06/08/2023 4.53%	481,105.00 494,215.43	99.08 4.18%	495,383.79 2,535.83	2.31% 1,168.36	Aa2/AA- NA	0.84 0.81
693475BB0	PNC FINANCIAL SERVICES GROUP INC 1.15 08/13/2026	225,000.00	03/19/2025 4.52%	214,843.50 215,678.28	95.97 4.41%	215,931.12 560.63	1.00% 252.84	A3/A- A	1.29 1.25
48125LRU8	JPMORGAN CHASE BANK NA 5.11 12/08/2026	250,000.00	10/16/2024 4.23%	254,312.50 253,188.50	101.50 4.13%	253,750.26 5,074.51	1.18% 561.77	Aa2/AA- AA	1.61 1.42
Total Corporate		**3,050,000.00**	**4.64%**	**3,006,307.01 3,031,857.39**	**99.51 4.47%**	**3,034,552.36 26,275.28**	**14.12% 2,694.98**		**0.64 0.61**
MONEY MARKET FUND									
31846V401	FIRST AMER:GVT OBLG D	77,269.82	-- 3.82%	77,269.82 77,269.82	1.00 3.79%	77,269.82 0.00	0.36% 0.00	Aaa/ AAAm AAA	0.00 0.00
Total Money Market Fund		**77,269.82**	**3.82%**	**77,269.82 77,269.82**	**1.00 3.79%**	**77,269.82 0.00**	**0.36% 0.00**		**0.00 0.00**
US TREASURY									
912797PC5	UNITED STATES TREASURY 05/06/2025	350,000.00	04/10/2025 4.30%	348,973.21 349,794.64	99.94 4.27%	349,795.64 0.00	1.63% 1.00	P-1/A-1+ F1+	0.02 0.01
912797PH4	UNITED STATES TREASURY 05/13/2025	6,900,000.00	04/16/2025 4.29%	6,878,981.57 6,890,299.19	99.86 4.28%	6,890,305.50 0.00	32.07% 6.31	P-1/A-1+ F1+	0.04 0.03
912797LN5	UNITED STATES TREASURY 06/12/2025	420,000.00	12/16/2024 4.33%	411,363.14 417,950.58	99.51 4.31%	417,926.37 0.00	1.94% (24.21)	P-1/A-1+ F1+	0.12 0.11

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
91282CEU1	UNITED STATES TREASURY 2.875 06/15/2025	500,000.00	10/21/2024 4.30%	495,468.75 499,135.99	99.82 4.26%	499,121.10 5,410.37	2.32% (14.90)	Aaa/AA+ AA+	0.13 0.12
912797NW3	UNITED STATES TREASURY 06/26/2025	350,000.00	01/21/2025 4.31%	343,707.00 347,726.40	99.34 4.33%	347,692.73 0.00	1.62% (33.67)	P-1/A-1+ F1+	0.16 0.15
912797NX1	UNITED STATES TREASURY 07/03/2025	250,000.00	01/06/2025 4.28%	244,920.47 248,192.03	99.27 4.28%	248,164.69 0.00	1.15% (27.34)	P-1/A-1+ F1+	0.18 0.17
912797PE1	UNITED STATES TREASURY 07/17/2025	350,000.00	01/21/2025 4.31%	342,868.95 346,880.17	99.11 4.28%	346,869.68 0.00	1.61% (10.48)	P-1/A-1+ F1+	0.21 0.21
912797PP6	UNITED STATES TREASURY 08/21/2025	500,000.00	02/24/2025 4.34%	489,695.65 493,479.73	98.70 4.29%	493,499.14 0.00	2.30% 19.41	P-1/A-1+ F1+	0.31 0.30
91282CFP1	UNITED STATES TREASURY 4.25 10/15/2025	300,000.00	03/12/2025 4.19%	300,093.75 300,072.48	100.04 4.15%	300,128.91 557.38	1.40% 56.42	Aaa/AA+ AA+	0.46 0.45
91282CFW6	UNITED STATES TREASURY 4.5 11/15/2025	400,000.00	12/30/2024 4.24%	400,859.38 400,533.41	100.17 4.17%	400,679.69 8,303.87	1.86% 146.28	Aaa/AA+ AA+	0.54 0.52
9128285N6	UNITED STATES TREASURY 2.875 11/30/2025	300,000.00	03/12/2025 4.18%	297,246.09 297,761.13	99.28 4.14%	297,827.34 3,601.65	1.39% 66.21	Aaa/AA+ AA+	0.59 0.56
91282CGA3	UNITED STATES TREASURY 4.0 12/15/2025	340,000.00	02/10/2025 4.26%	339,256.25 339,447.64	99.98 4.03%	339,933.59 5,118.68	1.58% 485.96	Aaa/AA+ AA+	0.63 0.60
91282CGE5	UNITED STATES TREASURY 3.875 01/15/2026	500,000.00	06/08/2023 4.27%	495,136.72 498,675.51	99.92 3.99%	499,580.08 5,673.34	2.32% 904.57	Aaa/AA+ AA+	0.71 0.68
91282CGL9	UNITED STATES TREASURY 4.0 02/15/2026	400,000.00	03/19/2025 4.18%	399,343.75 399,426.77	99.98 4.02%	399,915.62 3,314.92	1.86% 488.85	Aaa/AA+ AA+	0.80 0.77
Total US Treasury		**11,860,000.00**	**4.28%**	**11,787,914.68** **11,829,375.67**	**99.76** **4.24%**	**11,831,440.08** **31,980.20**	**55.06%** **2,064.41**		**0.18** **0.17**
Total Portfolio		**21,603,562.13**	**3.60%**	**21,487,741.90** **21,554,766.87**	**99.10** **4.24%**	**21,487,846.31** **66,387.95**	**100.00%** **(66,920.56)**		**0.56** **0.47**
Total Market Value + Accrued						**21,554,234.26**			

TRANSACTION LEDGER

City of Banning | Account #11089 | As of April 30, 2025

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/ Disp Yield	Amount	Interest Pur/ Sold	Total Amount	Gain/Loss
ACQUISITIONS										
Purchase	04/01/2025	31846V401	263,900.00	FIRST AMER:GVT OBLG D	1.000	3.83%	(263,900.00)	0.00	(263,900.00)	0.00
Purchase	04/01/2025	31846V401	931.89	FIRST AMER:GVT OBLG D	1.000	3.83%	(931.89)	0.00	(931.89)	0.00
Purchase	04/11/2025	912797PC5	350,000.00	UNITED STATES TREASURY 05/06/2025	99.707	4.30%	(348,973.21)	0.00	(348,973.21)	0.00
Purchase	04/14/2025	31846V401	6,563,750.00	FIRST AMER:GVT OBLG D	1.000	3.80%	(6,563,750.00)	0.00	(6,563,750.00)	0.00
Purchase	04/14/2025	31846V401	48,750.00	FIRST AMER:GVT OBLG D	1.000	3.80%	(48,750.00)	0.00	(48,750.00)	0.00
Purchase	04/15/2025	31846V401	890.50	FIRST AMER:GVT OBLG D	1.000	3.79%	(890.50)	0.00	(890.50)	0.00
Purchase	04/15/2025	31846V401	274,412.04	FIRST AMER:GVT OBLG D	1.000	3.79%	(274,412.04)	0.00	(274,412.04)	0.00
Purchase	04/16/2025	31846V401	531.63	FIRST AMER:GVT OBLG D	1.000	3.81%	(531.63)	0.00	(531.63)	0.00
Purchase	04/17/2025	912797PH4	6,900,000.00	UNITED STATES TREASURY 05/13/2025	99.695	4.29%	(6,878,981.57)	0.00	(6,878,981.57)	0.00
Purchase	04/21/2025	31846V401	4,674.74	FIRST AMER:GVT OBLG D	1.000	3.79%	(4,674.74)	0.00	(4,674.74)	0.00
Purchase	04/25/2025	31846V401	2,792.16	FIRST AMER:GVT OBLG D	1.000	3.77%	(2,792.16)	0.00	(2,792.16)	0.00
Purchase	04/29/2025	31846V401	7,200.00	FIRST AMER:GVT OBLG D	1.000	3.82%	(7,200.00)	0.00	(7,200.00)	0.00
Total Purchase			**14,417,832.96**				**(14,395,787.74)**	**0.00**	**(14,395,787.74)**	**0.00**
TOTAL ACQUISITIONS			**14,417,832.96**				**(14,395,787.74)**	**0.00**	**(14,395,787.74)**	**0.00**
DISPOSITIONS										
Maturity	04/01/2025	89236TGX7	(260,000.00)	TOYOTA MOTOR CREDIT CORP 3.0 04/01/2025	100.000	5.53%	260,000.00	0.00	260,000.00	0.00
Maturity	04/13/2025	023135CE4	(500,000.00)	AMAZON.COM INC 3.0 04/13/2025	100.000	4.67%	500,000.00	0.00	500,000.00	0.00
Maturity	04/14/2025	3130ARFY2	(3,000,000.00)	FEDERAL HOME LOAN BANKS 3.0 04/14/2025	100.000	3.00%	3,000,000.00	0.00	3,000,000.00	0.00
Maturity	04/14/2025	3130ARGD7	(3,000,000.00)	FEDERAL HOME LOAN BANKS 4.0 04/14/2025	100.000	3.00%	3,000,000.00	0.00	3,000,000.00	0.00
Maturity	04/15/2025	756109AV6	(260,000.00)	REALTY INCOME CORP 3.875 04/15/2025	100.000	5.57%	260,000.00	0.00	260,000.00	0.00
Total Maturity			**(7,020,000.00)**				**7,020,000.00**	**0.00**	**7,020,000.00**	**0.00**
Sale	04/11/2025	31846V401	(348,973.21)	FIRST AMER:GVT OBLG D	1.000	3.82%	348,973.21	0.00	348,973.21	0.00

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/ Disp Yield	Amount	Interest Pur/ Sold	Total Amount	Gain/Loss
Sale	04/17/2025	31846V401	(6,878,981.57)	FIRST AMER:GVT OBLG D	1.000	3.79%	6,878,981.57	0.00	6,878,981.57	0.00
Total Sale			**(7,227,954.78)**				**7,227,954.78**	**0.00**	**7,227,954.78**	**0.00**
TOTAL DISPOSITIONS			**(14,247,954.78)**				**14,247,954.78**	**0.00**	**14,247,954.78**	**0.00**
OTHER TRANSACTIONS										
Coupon	04/01/2025	89236TGX7	0.00	TOYOTA MOTOR CREDIT CORP 3.0 04/01/2025		5.53%	3,900.00	0.00	3,900.00	0.00
Coupon	04/13/2025	023135CE4	0.00	AMAZON.COM INC 3.0 04/13/2025		4.67%	7,500.00	0.00	7,500.00	0.00
Coupon	04/14/2025	3130ARFY2	0.00	FEDERAL HOME LOAN BANKS 3.0 04/14/2025		3.00%	45,000.00	0.00	45,000.00	0.00
Coupon	04/14/2025	3130ARGD7	0.00	FEDERAL HOME LOAN BANKS 4.0 04/14/2025		3.00%	60,000.00	0.00	60,000.00	0.00
Coupon	04/15/2025	91282CFP1	0.00	UNITED STATES TREASURY 4.25 10/15/2025		4.19%	6,375.00	0.00	6,375.00	0.00
Coupon	04/15/2025	009158BB1	0.00	AIR PRODUCTS AND CHEMICALS INC 1.5 10/15/2025		4.51%	2,062.50	0.00	2,062.50	0.00
Coupon	04/15/2025	02582JKD1	0.00	AMXCA 2023-3 A 5.23 09/15/2028		5.29%	937.04	0.00	937.04	0.00
Coupon	04/15/2025	47787CAC7	0.00	JDOT 2023-C A3 5.48 05/15/2028		5.55%	890.50	0.00	890.50	0.00
Coupon	04/15/2025	756109AV6	0.00	REALTY INCOME CORP 3.875 04/15/2025		5.57%	5,037.50	0.00	5,037.50	0.00
Coupon	04/16/2025	362955AD8	0.00	GMCAR 2025-1 A3 4.62 12/17/2029		5.03%	327.25	0.00	327.25	0.00
Coupon	04/16/2025	36267KAD9	0.00	GMCAR 2023-3 A3 5.45 06/16/2028		5.51%	204.38	0.00	204.38	0.00
Coupon	04/20/2025	379929AD4	0.00	GMALT 2023-3 A3 5.38 11/20/2026		5.36%	192.62	0.00	192.62	0.00

TRANSACTION LEDGER

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Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/ Disp Yield	Amount	Interest Pur/ Sold	Total Amount	Gain/Loss
Coupon	04/25/2025	05592XAD2	0.00	BMWOT 2023-A A3 5.47 02/25/2028		5.47%	172.11	0.00	172.11	0.00
Coupon	04/29/2025	3134GW6Z4	0.00	FEDERAL HOME LOAN MORTGAGE CORP 0.48 05/29/2025		0.48%	7,200.00	0.00	7,200.00	0.00
Total Coupon			**0.00**				**139,798.90**	**0.00**	**139,798.90**	**0.00**
Dividend	04/30/2025	31846V401	0.00	FIRST AMER:GVT OBLG D		3.82%	2,673.08	0.00	2,673.08	0.00
Total Dividend			**0.00**				**2,673.08**	**0.00**	**2,673.08**	**0.00**
Principal Paydown	04/20/2025	379929AD4	4,482.12	GMALT 2023-3 A3 5.38 11/20/2026		5.36%	4,482.12	--	4,482.12	0.00
Principal Paydown	04/25/2025	05592XAD2	2,620.05	BMWOT 2023-A A3 5.47 02/25/2028		5.47%	2,620.05	--	2,620.05	0.01
Total Principal Paydown			**7,102.17**				**7,102.17**	**--**	**7,102.17**	**0.01**
TOTAL OTHER TRANSACTIONS			**7,102.17**				**149,574.15**	**0.00**	**149,574.15**	**0.01**

INCOME EARNED

City of Banning | Account #11089 | As of April 30, 2025

Cusip	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
CASH & EQUIVALENTS						
31846V401	FIRST AMER:GVT OBLG D	77,269.82	137,391.64 7,167,832.96 (7,227,954.78) 77,269.82	0.00 931.89 0.00 931.89	0.00 0.00 0.00 931.89	931.89
912797PC5	UNITED STATES TREASURY 05/06/2025	04/10/2025 04/11/2025 350,000.00	0.00 348,973.21 0.00 349,794.64	0.00 0.00 0.00 0.00	821.43 0.00 821.43 821.43	821.43
912797PH4	UNITED STATES TREASURY 05/13/2025	04/16/2025 04/17/2025 6,900,000.00	0.00 6,878,981.57 0.00 6,890,299.19	0.00 0.00 0.00 0.00	11,317.62 0.00 11,317.62 11,317.62	11,317.62
CCYUSD	Receivable	2,673.08	931.89 0.00 0.00 2,673.08	0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00	0.00
Total Cash & Equivalents		**7,329,942.90**	**138,323.53 14,395,787.74 (7,227,954.78) 7,320,036.73**	**0.00 931.89 0.00 931.89**	**12,139.05 0.00 12,139.05 13,070.94**	**13,070.94**
FIXED INCOME						
009158BB1	AIR PRODUCTS AND CHEMICALS INC 1.5 10/15/2025	11/12/2024 11/13/2024 275,000.00	270,659.55 0.00 0.00 271,320.53	1,902.08 2,062.50 183.33 343.75	660.98 0.00 660.98 1,004.73	1,004.73
023135CE4	AMAZON.COM INC 3.0 04/13/2025	06/08/2023 06/12/2023 0.00	499,739.61 0.00 (500,000.00) 0.00	7,000.00 7,500.00 0.00 500.00	260.39 0.00 260.39 760.39	760.39
02582JKD1	AMXCA 2023-3 A 5.23 09/15/2028	09/12/2023 09/19/2023 215,000.00	214,993.34 0.00 0.00 214,993.50	499.76 937.04 499.76 937.04	0.16 0.00 0.16 937.20	937.20

INCOME EARNED

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Cusip	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
02665WEY3	AMERICAN HONDA FINANCE CORP 4.95 01/09/2026	03/19/2025 03/20/2025 220,000.00	220,683.80 0.00 0.00 220,611.32	2,480.50 0.00 3,388.00 907.50	0.00 (72.49) (72.49) 835.01	835.01
05592XAD2	BMWOT 2023-A A3 5.47 02/25/2028	07/12/2023 07/18/2023 35,137.50	37,753.33 0.00 (2,620.05) 35,133.69	34.42 172.11 32.03 169.72	0.40 0.00 0.40 170.12	170.12
06051GFS3	BANK OF AMERICA CORP 3.875 08/01/2025	08/12/2024 08/13/2024 265,000.00	264,138.17 0.00 0.00 264,350.10	1,711.46 0.00 2,567.19 855.73	211.92 0.00 211.92 1,067.65	1,067.65
20030NBN0	COMCAST CORP 3.375 08/15/2025	07/22/2024 07/23/2024 260,000.00	258,334.07 0.00 0.00 258,701.55	1,121.25 0.00 1,852.50 731.25	367.48 0.00 367.48 1,098.73	1,098.73
24422EWJ4	JOHN DEERE CAPITAL CORP 4.05 09/08/2025	07/09/2024 07/10/2024 260,000.00	258,891.97 0.00 0.00 259,099.73	672.75 0.00 1,550.25 877.50	207.76 0.00 207.76 1,085.26	1,085.26
30231GAT9	EXXON MOBIL CORP 3.043 03/01/2026	06/08/2023 06/12/2023 500,000.00	493,644.58 0.00 0.00 494,215.43	1,267.92 0.00 2,535.83 1,267.92	570.85 0.00 570.85 1,838.76	1,838.76
3130ARF55	FEDERAL HOME LOAN BANKS 2.6 03/30/2027	03/30/2022 03/30/2022 3,000,000.00	3,000,000.00 0.00 0.00 3,000,000.00	216.67 0.00 6,716.67 6,500.00	0.00 0.00 0.00 6,500.00	6,500.00
3130ARFY2	FEDERAL HOME LOAN BANKS 3.0 04/14/2025	04/14/2022 04/14/2022 0.00	3,000,000.00 0.00 (3,000,000.00) 0.00	41,750.00 45,000.00 0.00 3,250.00	0.00 0.00 0.00 3,250.00	3,250.00
3130ARGD7	FEDERAL HOME LOAN BANKS 4.0 04/14/2025	04/14/2022 04/14/2022 0.00	3,000,000.00 0.00 (3,000,000.00) 0.00	55,666.67 60,000.00 0.00 4,333.33	0.00 0.00 0.00 4,333.33	4,333.33

INCOME EARNED

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Cusip	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
3134GW6Z4	FEDERAL HOME LOAN MORTGAGE CORP 0.48 05/29/2025	10/30/2020 10/30/2020 3,000,000.00	3,000,000.00 0.00 0.00 3,000,000.00	6,080.00 7,200.00 80.00 1,200.00	0.00 0.00 0.00 1,200.00	1,200.00
36267KAD9	GMCAR 2023-3 A3 5.45 06/16/2028	07/11/2023 07/19/2023 45,000.00	44,998.86 0.00 0.00 44,998.89	102.19 204.38 102.19 204.38	0.03 0.00 0.03 204.41	204.41
362955AD8	GMCAR 2025-1 A3 4.62 12/17/2029	01/09/2025 01/15/2025 85,000.00	84,993.95 0.00 0.00 84,994.05	163.63 327.25 163.63 327.25	0.11 0.00 0.11 327.36	327.36
379929AD4	GMALT 2023-3 A3 5.38 11/20/2026	08/08/2023 08/11/2023 38,481.73	42,961.27 0.00 (4,482.12) 38,479.54	70.63 192.62 63.26 185.25	0.38 0.00 0.38 185.64	185.64
47787CAC7	JDOT 2023-C A3 5.48 05/15/2028	09/12/2023 09/19/2023 195,000.00	194,991.01 0.00 0.00 194,991.25	474.93 890.50 474.93 890.50	0.24 0.00 0.24 890.74	890.74
48125LRU8	JPMORGAN CHASE BANK NA 5.11 12/08/2026	10/16/2024 10/17/2024 250,000.00	253,360.54 0.00 0.00 253,188.50	4,009.93 0.00 5,074.51 1,064.58	0.00 (172.04) (172.04) 892.54	892.54
6174468C6	MORGAN STANLEY 4.0 07/23/2025	09/12/2024 09/13/2024 260,000.00	259,559.77 0.00 0.00 259,676.65	1,964.44 0.00 2,831.11 866.67	116.87 0.00 116.87 983.54	983.54
693475BB0	PNC FINANCIAL SERVICES GROUP INC 1.15 08/13/2026	03/19/2025 03/20/2025 225,000.00	215,082.01 0.00 0.00 215,678.28	345.00 0.00 560.63 215.63	596.27 0.00 596.27 811.90	811.90
756109AV6	REALTY INCOME CORP 3.875 04/15/2025	05/14/2024 05/16/2024 0.00	259,836.74 0.00 (260,000.00) 0.00	4,645.69 5,037.50 0.00 391.81	163.26 0.00 163.26 555.06	555.06

INCOME EARNED

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Cusip	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
828807CV7	SIMON PROPERTY GROUP LP 3.5 09/01/2025	12/16/2024 12/17/2024 275,000.00	273,706.76 0.00 0.00 273,960.34	802.08 0.00 1,604.17 802.08	253.58 0.00 253.58 1,055.66	1,055.66
89115A2K7	TORONTO-DOMINION BANK 5.103 01/09/2026	02/24/2025 02/25/2025 260,000.00	261,180.06 0.00 0.00 261,054.96	3,022.11 0.00 4,127.76 1,105.65	0.00 (125.09) (125.09) 980.56	980.56
89236TGX7	TOYOTA MOTOR CREDIT CORP 3.0 04/01/2025	04/30/2024 05/02/2024 0.00	260,000.00 0.00 (260,000.00) 0.00	3,900.00 3,900.00 0.00 0.00	0.00 0.00 0.00 0.00	0.00
912797LN5	UNITED STATES TREASURY 06/12/2025	12/16/2024 12/17/2024 420,000.00	416,486.70 0.00 0.00 417,950.58	0.00 0.00 0.00 0.00	1,463.87 0.00 1,463.87 1,463.87	1,463.87
912797NW3	UNITED STATES TREASURY 06/26/2025	01/21/2025 01/22/2025 350,000.00	346,508.40 0.00 0.00 347,726.40	0.00 0.00 0.00 0.00	1,218.00 0.00 1,218.00 1,218.00	1,218.00
912797NX1	UNITED STATES TREASURY 07/03/2025	01/06/2025 01/07/2025 250,000.00	247,331.09 0.00 0.00 248,192.03	0.00 0.00 0.00 0.00	860.94 0.00 860.94 860.94	860.94
912797PE1	UNITED STATES TREASURY 07/17/2025	01/21/2025 01/22/2025 350,000.00	345,664.65 0.00 0.00 346,880.17	0.00 0.00 0.00 0.00	1,215.52 0.00 1,215.52 1,215.52	1,215.52
912797PP6	UNITED STATES TREASURY 08/21/2025	02/24/2025 02/25/2025 500,000.00	491,733.23 0.00 0.00 493,479.73	0.00 0.00 0.00 0.00	1,746.50 0.00 1,746.50 1,746.50	1,746.50
9128285N6	UNITED STATES TREASURY 2.875 11/30/2025	03/12/2025 03/13/2025 300,000.00	297,445.80 0.00 0.00 297,761.13	2,890.80 0.00 3,601.65 710.85	315.33 0.00 315.33 1,026.18	1,026.18

INCOME EARNED

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Cusip	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
91282CEU1	UNITED STATES TREASURY 2.875 06/15/2025	10/21/2024 10/22/2024 500,000.00	498,559.98 0.00 0.00 499,135.99	4,225.62 0.00 5,410.37 1,184.75	576.01 0.00 576.01 1,760.76	1,760.76
91282CFP1	UNITED STATES TREASURY 4.25 10/15/2025	03/12/2025 03/13/2025 300,000.00	300,085.50 0.00 0.00 300,072.48	5,884.62 6,375.00 557.38 1,047.76	0.00 (13.02) (13.02) 1,034.74	1,034.74
91282CFW6	UNITED STATES TREASURY 4.5 11/15/2025	12/30/2024 12/31/2024 400,000.00	400,614.23 0.00 0.00 400,533.41	6,812.15 0.00 8,303.87 1,491.71	0.00 (80.82) (80.82) 1,410.89	1,410.89
91282CGA3	UNITED STATES TREASURY 4.0 12/15/2025	02/10/2025 02/11/2025 340,000.00	339,374.96 0.00 0.00 339,447.64	3,997.80 0.00 5,118.68 1,120.88	72.68 0.00 72.68 1,193.56	1,193.56
91282CGE5	UNITED STATES TREASURY 3.875 01/15/2026	06/08/2023 06/09/2023 500,000.00	498,522.09 0.00 0.00 498,675.51	4,067.68 0.00 5,673.34 1,605.66	153.42 0.00 153.42 1,759.08	1,759.08
91282CGL9	UNITED STATES TREASURY 4.0 02/15/2026	03/19/2025 03/20/2025 400,000.00	399,367.47 0.00 0.00 399,426.77	1,988.95 0.00 3,314.92 1,325.97	59.30 0.00 59.30 1,385.27	1,385.27
Total Fixed Income		**14,273,619.23**	**21,251,203.53** **0.00** **(7,027,102.16)** **14,234,730.14**	**169,771.72** **139,798.90** **66,387.95** **36,415.12**	**11,092.24** **(463.46)** **10,628.78** **47,043.90**	**47,043.90**
TOTAL PORTFOLIO		**21,603,562.13**	**21,389,527.06** **14,395,787.74** **(14,255,056.94)** **21,554,766.87**	**169,771.72** **140,730.79** **66,387.95** **37,347.01**	**23,231.29** **(463.46)** **22,767.83** **60,114.84**	**60,114.84**

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
MAY 2025							
05/01/2025	Dividend	31846V401	0.00		2,673.08		2,673.08
05/06/2025	Final Maturity	912797PC5	350,000.00	UNITED STATES TREASURY 05/06/2025	350,000.00		350,000.00
05/13/2025	Final Maturity	912797PH4	6,900,000.00	UNITED STATES TREASURY 05/13/2025	6,900,000.00		6,900,000.00
05/15/2025	Coupon	02582JKD1	215,000.00	AMXCA 2023-3 A 5.23 09/15/2028		937.04	937.04
05/15/2025	Coupon	47787CAC7	195,000.00	JDOT 2023-C A3 5.48 05/15/2028		890.50	890.50
05/15/2025	Coupon	91282CFW6	400,000.00	UNITED STATES TREASURY 4.5 11/15/2025		9,000.00	9,000.00
05/16/2025	Coupon	36267KAD9	45,000.00	GMCAR 2023-3 A3 5.45 06/16/2028		204.38	204.38
05/16/2025	Principal Paydown	36267KAD9	45,000.00	GMCAR 2023-3 A3 5.45 06/16/2028	1,596.88		1,596.88
05/16/2025	Coupon	362955AD8	85,000.00	GMCAR 2025-1 A3 4.62 12/17/2029		327.25	327.25
05/20/2025	Coupon	379929AD4	38,481.73	GMALT 2023-3 A3 5.38 11/20/2026		170.76	170.76
05/20/2025	Principal Paydown	379929AD4	38,481.73	GMALT 2023-3 A3 5.38 11/20/2026	6,069.75		6,069.75
05/26/2025	Coupon	05592XAD2	35,137.50	BMWOT 2023-A A3 5.47 02/25/2028		161.01	161.01
05/26/2025	Principal Paydown	05592XAD2	35,137.50	BMWOT 2023-A A3 5.47 02/25/2028	2,316.92		2,316.92
05/29/2025	Coupon	3134GW6Z4	3,000,000.00	FEDERAL HOME LOAN MORTGAGE CORP 0.48 05/29/2025		1,200.00	1,200.00
05/29/2025	Final Maturity	3134GW6Z4	3,000,000.00	FEDERAL HOME LOAN MORTGAGE CORP 0.48 05/29/2025	3,000,000.00		3,000,000.00
May 2025 Total					**10,262,656.63**	**12,890.93**	**10,275,547.56**
JUNE 2025							
06/02/2025	Coupon	9128285N6	300,000.00	UNITED STATES TREASURY 2.875 11/30/2025		4,312.50	4,312.50
06/09/2025	Coupon	48125LRU8	250,000.00	JPMORGAN CHASE BANK NA 5.11 12/08/2026		6,387.50	6,387.50
06/12/2025	Final Maturity	912797LN5	420,000.00	UNITED STATES TREASURY 06/12/2025	420,000.00		420,000.00
06/16/2025	Coupon	02582JKD1	215,000.00	AMXCA 2023-3 A 5.23 09/15/2028		937.04	937.04
06/16/2025	Coupon	36267KAD9	45,000.00	GMCAR 2023-3 A3 5.45 06/16/2028		197.12	197.12
06/16/2025	Principal Paydown	36267KAD9	45,000.00	GMCAR 2023-3 A3 5.45 06/16/2028	2,629.78		2,629.78
06/16/2025	Coupon	362955AD8	85,000.00	GMCAR 2025-1 A3 4.62 12/17/2029		327.25	327.25
06/16/2025	Coupon	47787CAC7	195,000.00	JDOT 2023-C A3 5.48 05/15/2028		890.50	890.50
06/16/2025	Principal Paydown	47787CAC7	195,000.00	JDOT 2023-C A3 5.48 05/15/2028	8,489.29		8,489.29
06/16/2025	Coupon	91282CEU1	500,000.00	UNITED STATES TREASURY 2.875 06/15/2025		7,187.50	7,187.50
06/16/2025	Final Maturity	91282CEU1	500,000.00	UNITED STATES TREASURY 2.875 06/15/2025	500,000.00		500,000.00
06/16/2025	Coupon	91282CGA3	340,000.00	UNITED STATES TREASURY 4.0 12/15/2025		6,800.00	6,800.00

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
06/20/2025	Coupon	379929AD4	38,481.73	GMALT 2023-3 A3 5.38 11/20/2026		143.54	143.54
06/20/2025	Principal Paydown	379929AD4	38,481.73	GMALT 2023-3 A3 5.38 11/20/2026	5,506.87		5,506.87
06/25/2025	Coupon	05592XAD2	35,137.50	BMWOT 2023-A A3 5.47 02/25/2028		150.45	150.45
06/25/2025	Principal Paydown	05592XAD2	35,137.50	BMWOT 2023-A A3 5.47 02/25/2028	2,272.90		2,272.90
06/26/2025	Final Maturity	912797NW3	350,000.00	UNITED STATES TREASURY 06/26/2025	350,000.00		350,000.00
June 2025 Total					**1,288,898.84**	**27,333.40**	**1,316,232.24**
JULY 2025							
07/03/2025	Final Maturity	912797NX1	250,000.00	UNITED STATES TREASURY 07/03/2025	250,000.00		250,000.00
07/09/2025	Coupon	02665WEY3	220,000.00	AMERICAN HONDA FINANCE CORP 4.95 01/09/2026		5,445.00	5,445.00
07/09/2025	Coupon	89115A2K7	260,000.00	TORONTO-DOMINION BANK 5.103 01/09/2026		6,633.90	6,633.90
07/15/2025	Coupon	02582JKD1	215,000.00	AMXCA 2023-3 A 5.23 09/15/2028		937.04	937.04
07/15/2025	Coupon	47787CAC7	195,000.00	JDOT 2023-C A3 5.48 05/15/2028		851.73	851.73
07/15/2025	Principal Paydown	47787CAC7	195,000.00	JDOT 2023-C A3 5.48 05/15/2028	13,528.75		13,528.75
07/15/2025	Coupon	91282CGE5	500,000.00	UNITED STATES TREASURY 3.875 01/15/2026		9,687.50	9,687.50
07/16/2025	Coupon	36267KAD9	45,000.00	GMCAR 2023-3 A3 5.45 06/16/2028		185.18	185.18
07/16/2025	Principal Paydown	36267KAD9	45,000.00	GMCAR 2023-3 A3 5.45 06/16/2028	2,573.38		2,573.38
07/16/2025	Coupon	362955AD8	85,000.00	GMCAR 2025-1 A3 4.62 12/17/2029		327.25	327.25
07/17/2025	Final Maturity	912797PE1	350,000.00	UNITED STATES TREASURY 07/17/2025	350,000.00		350,000.00
07/21/2025	Coupon	379929AD4	38,481.73	GMALT 2023-3 A3 5.38 11/20/2026		118.85	118.85
07/21/2025	Principal Paydown	379929AD4	38,481.73	GMALT 2023-3 A3 5.38 11/20/2026	5,266.55		5,266.55
07/23/2025	Coupon	6174468C6	260,000.00	MORGAN STANLEY 4.0 07/23/2025		5,200.00	5,200.00
07/23/2025	Final Maturity	6174468C6	260,000.00	MORGAN STANLEY 4.0 07/23/2025	260,000.00		260,000.00
07/25/2025	Coupon	05592XAD2	35,137.50	BMWOT 2023-A A3 5.47 02/25/2028		140.08	140.08
07/25/2025	Principal Paydown	05592XAD2	35,137.50	BMWOT 2023-A A3 5.47 02/25/2028	2,227.03		2,227.03
July 2025 Total					**883,595.70**	**29,526.54**	**913,122.24**
AUGUST 2025							
08/01/2025	Coupon	06051GFS3	265,000.00	BANK OF AMERICA CORP 3.875 08/01/2025		5,134.38	5,134.38
08/01/2025	Final Maturity	06051GFS3	265,000.00	BANK OF AMERICA CORP 3.875 08/01/2025	265,000.00		265,000.00
08/13/2025	Coupon	693475BB0	225,000.00	PNC FINANCIAL SERVICES GROUP INC 1.15 08/13/2026		1,293.75	1,293.75
08/15/2025	Coupon	02582JKD1	215,000.00	AMXCA 2023-3 A 5.23 09/15/2028		937.04	937.04

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
08/15/2025	Coupon	20030NBN0	260,000.00	COMCAST CORP 3.375 08/15/2025		4,387.50	4,387.50
08/15/2025	Final Maturity	20030NBN0	260,000.00	COMCAST CORP 3.375 08/15/2025	260,000.00		260,000.00
08/15/2025	Coupon	47787CAC7	195,000.00	JDOT 2023-C A3 5.48 05/15/2028		789.95	789.95
08/15/2025	Principal Paydown	47787CAC7	195,000.00	JDOT 2023-C A3 5.48 05/15/2028	10,344.43		10,344.43
08/15/2025	Coupon	91282CGL9	400,000.00	UNITED STATES TREASURY 4.0 02/15/2026		8,000.00	8,000.00
08/18/2025	Coupon	36267KAD9	45,000.00	GMCAR 2023-3 A3 5.45 06/16/2028		173.49	173.49
08/18/2025	Principal Paydown	36267KAD9	45,000.00	GMCAR 2023-3 A3 5.45 06/16/2028	2,382.43		2,382.43
08/18/2025	Coupon	362955AD8	85,000.00	GMCAR 2025-1 A3 4.62 12/17/2029		327.25	327.25
08/20/2025	Coupon	379929AD4	38,481.73	GMALT 2023-3 A3 5.38 11/20/2026		95.24	95.24
08/20/2025	Principal Paydown	379929AD4	38,481.73	GMALT 2023-3 A3 5.38 11/20/2026	5,031.04		5,031.04
08/21/2025	Final Maturity	912797PP6	500,000.00	UNITED STATES TREASURY 08/21/2025	500,000.00		500,000.00
08/25/2025	Coupon	05592XAD2	35,137.50	BMWOT 2023-A A3 5.47 02/25/2028		129.93	129.93
08/25/2025	Principal Paydown	05592XAD2	35,137.50	BMWOT 2023-A A3 5.47 02/25/2028	2,160.39		2,160.39
August 2025 Total					**1,044,918.29**	**21,268.53**	**1,066,186.82**
SEPTEMBER 2025							
09/02/2025	Coupon	30231GAT9	500,000.00	EXXON MOBIL CORP 3.043 03/01/2026		7,607.50	7,607.50
09/02/2025	Coupon	828807CV7	275,000.00	SIMON PROPERTY GROUP LP 3.5 09/01/2025		4,812.50	4,812.50
09/02/2025	Final Maturity	828807CV7	275,000.00	SIMON PROPERTY GROUP LP 3.5 09/01/2025	275,000.00		275,000.00
09/08/2025	Coupon	24422EWJ4	260,000.00	JOHN DEERE CAPITAL CORP 4.05 09/08/2025		5,265.00	5,265.00
09/08/2025	Final Maturity	24422EWJ4	260,000.00	JOHN DEERE CAPITAL CORP 4.05 09/08/2025	260,000.00		260,000.00
09/15/2025	Coupon	02582JKD1	215,000.00	AMXCA 2023-3 A 5.23 09/15/2028		937.04	937.04
09/15/2025	Coupon	47787CAC7	195,000.00	JDOT 2023-C A3 5.48 05/15/2028		742.71	742.71
09/15/2025	Principal Paydown	47787CAC7	195,000.00	JDOT 2023-C A3 5.48 05/15/2028	8,214.74		8,214.74
09/16/2025	Coupon	36267KAD9	45,000.00	GMCAR 2023-3 A3 5.45 06/16/2028		162.67	162.67
09/16/2025	Principal Paydown	36267KAD9	45,000.00	GMCAR 2023-3 A3 5.45 06/16/2028	2,337.49		2,337.49
09/16/2025	Coupon	362955AD8	85,000.00	GMCAR 2025-1 A3 4.62 12/17/2029		327.25	327.25
09/22/2025	Coupon	379929AD4	38,481.73	GMALT 2023-3 A3 5.38 11/20/2026		72.69	72.69
09/22/2025	Principal Paydown	379929AD4	38,481.73	GMALT 2023-3 A3 5.38 11/20/2026	5,792.17		5,792.17
09/25/2025	Coupon	05592XAD2	35,137.50	BMWOT 2023-A A3 5.47 02/25/2028		120.09	120.09
09/25/2025	Principal Paydown	05592XAD2	35,137.50	BMWOT 2023-A A3 5.47 02/25/2028	2,115.97		2,115.97
09/30/2025	Coupon	3130ARF55	3,000,000.00	FEDERAL HOME LOAN BANKS 2.6 03/30/2027		39,000.00	39,000.00

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
September 2025 Total					**553,460.37**	**59,047.45**	**612,507.82**
OCTOBER 2025							
10/15/2025	Coupon	009158BB1	275,000.00	AIR PRODUCTS AND CHEMICALS INC 1.5 10/15/2025		2,062.50	2,062.50
10/15/2025	Final Maturity	009158BB1	275,000.00	AIR PRODUCTS AND CHEMICALS INC 1.5 10/15/2025	275,000.00		275,000.00
10/15/2025	Coupon	02582JKD1	215,000.00	AMXCA 2023-3 A 5.23 09/15/2028		937.04	937.04
10/15/2025	Coupon	47787CAC7	195,000.00	JDOT 2023-C A3 5.48 05/15/2028		705.20	705.20
10/15/2025	Principal Paydown	47787CAC7	195,000.00	JDOT 2023-C A3 5.48 05/15/2028	9,599.79		9,599.79
10/15/2025	Coupon	91282CFP1	300,000.00	UNITED STATES TREASURY 4.25 10/15/2025		6,375.00	6,375.00
10/15/2025	Final Maturity	91282CFP1	300,000.00	UNITED STATES TREASURY 4.25 10/15/2025	300,000.00		300,000.00
10/16/2025	Coupon	36267KAD9	45,000.00	GMCAR 2023-3 A3 5.45 06/16/2028		152.06	152.06
10/16/2025	Principal Paydown	36267KAD9	45,000.00	GMCAR 2023-3 A3 5.45 06/16/2028	2,239.80		2,239.80
10/16/2025	Coupon	362955AD8	85,000.00	GMCAR 2025-1 A3 4.62 12/17/2029		327.25	327.25
10/20/2025	Coupon	379929AD4	38,481.73	GMALT 2023-3 A3 5.38 11/20/2026		46.72	46.72
10/20/2025	Principal Paydown	379929AD4	38,481.73	GMALT 2023-3 A3 5.38 11/20/2026	5,420.02		5,420.02
10/27/2025	Coupon	05592XAD2	35,137.50	BMWOT 2023-A A3 5.47 02/25/2028		110.44	110.44
10/27/2025	Principal Paydown	05592XAD2	35,137.50	BMWOT 2023-A A3 5.47 02/25/2028	2,036.12		2,036.12
October 2025 Total					**594,295.73**	**10,716.20**	**605,011.93**
NOVEMBER 2025							
11/17/2025	Coupon	02582JKD1	215,000.00	AMXCA 2023-3 A 5.23 09/15/2028		937.04	937.04
11/17/2025	Coupon	36267KAD9	45,000.00	GMCAR 2023-3 A3 5.45 06/16/2028		141.88	141.88
11/17/2025	Principal Paydown	36267KAD9	45,000.00	GMCAR 2023-3 A3 5.45 06/16/2028	2,188.92		2,188.92
11/17/2025	Coupon	362955AD8	85,000.00	GMCAR 2025-1 A3 4.62 12/17/2029		327.25	327.25
11/17/2025	Coupon	47787CAC7	195,000.00	JDOT 2023-C A3 5.48 05/15/2028		661.36	661.36
11/17/2025	Principal Paydown	47787CAC7	195,000.00	JDOT 2023-C A3 5.48 05/15/2028	10,286.63		10,286.63
11/17/2025	Coupon	91282CFW6	400,000.00	UNITED STATES TREASURY 4.5 11/15/2025		9,000.00	9,000.00
11/17/2025	Final Maturity	91282CFW6	400,000.00	UNITED STATES TREASURY 4.5 11/15/2025	400,000.00		400,000.00
11/20/2025	Coupon	379929AD4	38,481.73	GMALT 2023-3 A3 5.38 11/20/2026		22.42	22.42
11/20/2025	Effective Maturity	379929AD4	38,481.73	GMALT 2023-3 A3 5.38 11/20/2026	5,000.31		5,000.31
11/25/2025	Coupon	05592XAD2	35,137.50	BMWOT 2023-A A3 5.47 02/25/2028		101.16	101.16

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
11/25/2025	Principal Paydown	05592XAD2	35,137.50	BMWOT 2023-A A3 5.47 02/25/2028	1,876.66		1,876.66
November 2025 Total					**419,352.51**	**11,191.11**	**430,543.62**
DECEMBER 2025							
12/01/2025	Coupon	9128285N6	300,000.00	UNITED STATES TREASURY 2.875 11/30/2025		4,312.50	4,312.50
12/01/2025	Final Maturity	9128285N6	300,000.00	UNITED STATES TREASURY 2.875 11/30/2025	300,000.00		300,000.00
12/08/2025	Coupon	48125LRU8	250,000.00	JPMORGAN CHASE BANK NA 5.11 12/08/2026		6,387.50	6,387.50
12/15/2025	Coupon	02582JKD1	215,000.00	AMXCA 2023-3 A 5.23 09/15/2028		937.04	937.04
12/15/2025	Coupon	47787CAC7	195,000.00	JDOT 2023-C A3 5.48 05/15/2028		614.38	614.38
12/15/2025	Principal Paydown	47787CAC7	195,000.00	JDOT 2023-C A3 5.48 05/15/2028	7,642.07		7,642.07
12/15/2025	Coupon	91282CGA3	340,000.00	UNITED STATES TREASURY 4.0 12/15/2025		6,800.00	6,800.00
12/15/2025	Final Maturity	91282CGA3	340,000.00	UNITED STATES TREASURY 4.0 12/15/2025	340,000.00		340,000.00
12/16/2025	Coupon	36267KAD9	45,000.00	GMCAR 2023-3 A3 5.45 06/16/2028		131.94	131.94
12/16/2025	Principal Paydown	36267KAD9	45,000.00	GMCAR 2023-3 A3 5.45 06/16/2028	1,877.52		1,877.52
12/16/2025	Coupon	362955AD8	85,000.00	GMCAR 2025-1 A3 4.62 12/17/2029		327.25	327.25
12/25/2025	Coupon	05592XAD2	35,137.50	BMWOT 2023-A A3 5.47 02/25/2028		92.60	92.60
12/25/2025	Principal Paydown	05592XAD2	35,137.50	BMWOT 2023-A A3 5.47 02/25/2028	1,746.19		1,746.19
December 2025 Total					**651,265.78**	**19,603.22**	**670,869.00**
JANUARY 2026							
01/09/2026	Coupon	02665WEY3	220,000.00	AMERICAN HONDA FINANCE CORP 4.95 01/09/2026		5,445.00	5,445.00
01/09/2026	Final Maturity	02665WEY3	220,000.00	AMERICAN HONDA FINANCE CORP 4.95 01/09/2026	220,000.00		220,000.00
01/09/2026	Coupon	89115A2K7	260,000.00	TORONTO-DOMINION BANK 5.103 01/09/2026		6,633.90	6,633.90
01/09/2026	Final Maturity	89115A2K7	260,000.00	TORONTO-DOMINION BANK 5.103 01/09/2026	260,000.00		260,000.00
01/15/2026	Coupon	02582JKD1	215,000.00	AMXCA 2023-3 A 5.23 09/15/2028		937.04	937.04
01/15/2026	Coupon	47787CAC7	195,000.00	JDOT 2023-C A3 5.48 05/15/2028		579.48	579.48
01/15/2026	Principal Paydown	47787CAC7	195,000.00	JDOT 2023-C A3 5.48 05/15/2028	11,053.63		11,053.63
01/15/2026	Coupon	91282CGE5	500,000.00	UNITED STATES TREASURY 3.875 01/15/2026		9,687.50	9,687.50
01/15/2026	Final Maturity	91282CGE5	500,000.00	UNITED STATES TREASURY 3.875 01/15/2026	500,000.00		500,000.00
01/16/2026	Coupon	36267KAD9	45,000.00	GMCAR 2023-3 A3 5.45 06/16/2028		123.41	123.41

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
01/16/2026	Principal Paydown	36267KAD9	45,000.00	GMCAR 2023-3 A3 5.45 06/16/2028	1,844.31		1,844.31
01/16/2026	Coupon	362955AD8	85,000.00	GMCAR 2025-1 A3 4.62 12/17/2029		327.25	327.25
01/26/2026	Coupon	05592XAD2	35,137.50	BMWOT 2023-A A3 5.47 02/25/2028		84.64	84.64
01/26/2026	Principal Paydown	05592XAD2	35,137.50	BMWOT 2023-A A3 5.47 02/25/2028	1,641.98		1,641.98
January 2026 Total					**994,539.92**	**23,818.23**	**1,018,358.16**
FEBRUARY 2026							
02/13/2026	Coupon	693475BB0	225,000.00	PNC FINANCIAL SERVICES GROUP INC 1.15 08/13/2026		1,293.75	1,293.75
02/16/2026	Coupon	36267KAD9	45,000.00	GMCAR 2023-3 A3 5.45 06/16/2028		115.04	115.04
02/16/2026	Principal Paydown	36267KAD9	45,000.00	GMCAR 2023-3 A3 5.45 06/16/2028	1,823.48		1,823.48
02/16/2026	Coupon	362955AD8	85,000.00	GMCAR 2025-1 A3 4.62 12/17/2029		327.25	327.25
02/16/2026	Coupon	47787CAC7	195,000.00	JDOT 2023-C A3 5.48 05/15/2028		529.01	529.01
02/16/2026	Principal Paydown	47787CAC7	195,000.00	JDOT 2023-C A3 5.48 05/15/2028	10,064.27		10,064.27
02/17/2026	Coupon	02582JKD1	215,000.00	AMXCA 2023-3 A 5.23 09/15/2028		937.04	937.04
02/17/2026	Coupon	91282CGL9	400,000.00	UNITED STATES TREASURY 4.0 02/15/2026		8,000.00	8,000.00
02/17/2026	Final Maturity	91282CGL9	400,000.00	UNITED STATES TREASURY 4.0 02/15/2026	400,000.00		400,000.00
02/25/2026	Coupon	05592XAD2	35,137.50	BMWOT 2023-A A3 5.47 02/25/2028		77.16	77.16
02/25/2026	Principal Paydown	05592XAD2	35,137.50	BMWOT 2023-A A3 5.47 02/25/2028	1,620.16		1,620.16
February 2026 Total					**413,507.91**	**11,279.25**	**424,787.15**
MARCH 2026							
03/02/2026	Coupon	30231GAT9	500,000.00	EXXON MOBIL CORP 3.043 03/01/2026		7,607.50	7,607.50
03/02/2026	Final Maturity	30231GAT9	500,000.00	EXXON MOBIL CORP 3.043 03/01/2026	500,000.00		500,000.00
03/16/2026	Coupon	02582JKD1	215,000.00	AMXCA 2023-3 A 5.23 09/15/2028		937.04	937.04
03/16/2026	Coupon	36267KAD9	45,000.00	GMCAR 2023-3 A3 5.45 06/16/2028		106.76	106.76
03/16/2026	Principal Paydown	36267KAD9	45,000.00	GMCAR 2023-3 A3 5.45 06/16/2028	1,766.71		1,766.71
03/16/2026	Coupon	362955AD8	85,000.00	GMCAR 2025-1 A3 4.62 12/17/2029		327.25	327.25
03/16/2026	Coupon	47787CAC7	195,000.00	JDOT 2023-C A3 5.48 05/15/2028		483.05	483.05
03/16/2026	Principal Paydown	47787CAC7	195,000.00	JDOT 2023-C A3 5.48 05/15/2028	8,308.02		8,308.02
03/25/2026	Coupon	05592XAD2	35,137.50	BMWOT 2023-A A3 5.47 02/25/2028		69.77	69.77
03/25/2026	Principal Paydown	05592XAD2	35,137.50	BMWOT 2023-A A3 5.47 02/25/2028	1,575.11		1,575.11
03/30/2026	Coupon	3130ARF55	3,000,000.00	FEDERAL HOME LOAN BANKS 2.6 03/30/2027		39,000.00	39,000.00

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
March 2026 Total					**511,649.84**	**48,531.37**	**560,181.21**
Grand Total			**45,316,769.18**		**17,618,141.54**	**275,206.23**	**17,893,347.77**

Chandler Asset Management, Inc. ("Chandler") is an SEC registered investment adviser. For additional information about our firm, please see our current disclosures (Form ADV). To obtain a copy of our current disclosures, you may contact your client service representative by calling the number on the front of this statement or you may visit our website at www.chandlerasset.com.

Information contained in this monthly statement is confidential and is provided for informational purposes only and should not be construed as specific investment or legal advice. The information contained herein was obtained from sources believed to be reliable as of the date of this statement, but may become outdated or superseded at any time without notice.

Custody: Your qualified custodian bank maintains control of all assets reflected in this statement and we urge you to compare this statement to the one you receive from your qualified custodian. Chandler does not have any authority to withdraw or deposit funds from/to the custodian account.

Valuation: Prices are provided by IDC, an independent pricing source. In the event IDC does not provide a price or if the price provided is not reflective of fair market value, Chandler will obtain pricing from an alternative approved third party pricing source in accordance with our written valuation policy and procedures. Our valuation procedures are also disclosed in Item 5 of our Form ADV Part 2A.

Performance: Performance results are presented gross-of-advisory fees and represent the client's Total Return. The deduction of advisory fees lowers performance results. These results include the reinvestment of dividends and other earnings. Past performance may not be indicative of future results. Therefore, clients should not assume that future performance of any specific investment or investment strategy will be profitable or equal to past performance levels. All investment strategies have the potential for profit or loss. Economic factors, market conditions or changes in investment strategies, contributions or withdrawals may materially alter the performance and results of your portfolio.

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Index returns assume reinvestment of all distributions. Historical performance results for investment indexes generally do not reflect the deduction of transaction and/or custodial charges or the deduction of an investment management fee, the incurrence of which would have the effect of decreasing historical performance results. It is not possible to invest directly in an index.

Ratings: Ratings information have been provided by Moody's, S&P and Fitch through data feeds we believe to be reliable as of the date of this statement, however we cannot guarantee its accuracy.

Security level ratings for U.S. Agency issued mortgage-backed securities ("MBS") reflect the issuer rating because the securities themselves are not rated. The issuing U.S. Agency guarantees the full and timely payment of both principal and interest and carries a high rating by S&P, Moody's and Fitch respectively.

Benchmark	Disclosure
ICE BofA 0-1 Yr US Treasury Index	The ICE BAML 0-1 Year US Treasury Index tracks the performance of US Dollar denominated Sovereign debt publically issued by the US government in its domestic market with maturities less than two years. Qualifying securities must haveat least one month and less than one years remaining term to final maturity, a fixed coupon schedule and a minimum amount outstanding of $1 billion. (Index: G0QA. Please visit www.mlindex.ml.com for more information)

State of California
Pooled Money Investment Account
Market Valuation
4/30/2025

Description	Carrying Cost Plus Accrued Interest Purch.	Fair Value	Accrued Interest
United States Treasury:			
Bills	$ 49,107,213,295.06	$ 49,497,602,057.00	NA
Notes	$ 45,926,350,095.62	$ 46,166,567,614.50	$ 422,503,427.00
Federal Agency:			
SBA	$ 227,042,403.14	$ 230,383,425.23	$ 907,345.49
MBS-REMICs	$ 1,113,080.88	$ 1,103,670.89	$ 4,855.72
Debentures	$ 6,975,930,283.48	$ 6,982,667,150.00	$ 49,164,750.00
Debentures FR	$ -	$ -	$ -
Debentures CL	$ 2,800,000,000.00	$ 2,815,766,800.00	$ 23,626,454.00
Discount Notes	$ 28,785,585,652.62	$ 29,047,341,300.00	NA
Supranational Debentures	$ 3,581,343,624.15	$ 3,594,030,950.00	$ 24,923,316.30
Supranational Debentures FR	$ -	$ -	$ -
CDs and YCDs FR	$ -	$ -	$ -
Bank Notes			
CDs and YCDs	$ 16,400,000,000.00	$ 16,397,375,754.69	$ 150,089,680.59
Commercial Paper	$ 12,428,478,388.92	$ 12,522,662,694.38	NA
Corporate:			
Bonds FR	$ -	$ -	$ -
Bonds	$ 994,924,470.06	$ 992,875,622.00	$ 6,867,466.61
Repurchase Agreements	$ -	$ -	$ -
Reverse Repurchase	$ -	$ -	$ -
Time Deposits	$ 5,289,500,000.00	$ 5,289,500,000.00	NA
PMIA & GF Loans	$ 240,472,000.00	$ 240,472,000.00	NA
TOTAL	$ 172,757,953,293.93	$ 173,778,349,038.69	$ 678,087,295.71

Fair Value Including Accrued Interest $ 174,456,436,334.40

Repurchase Agreements, Time Deposits, PMIA & General Fund loans, and
Reverse Repurchase agreements are carried at portfolio book value (carrying cost).

PMIA/LAIF Performance Report
as of 05/15/25

Quarterly Performance
Quarter Ended 3/31/25

LAIF Apportionment Rate[2]:	4.48
LAIF Earnings Ratio[2]:	0.00012266258268207
LAIF Administrative Cost[1]*:	0.26
LAIF Fair Value Factor[1]:	1.000849191
PMIA Daily[1]:	4.30
PMIA Quarter to Date[1]:	4.34
PMIA Average Life[1]:	244

PMIA Average Monthly Effective Yields[1]

April	**4.281**
March	4.313
February	4.333
January	4.366
December	4.434
November	4.477

Pooled Money Investment Account
Monthly Portfolio Composition [1]
4/30/25
$172.8 billion

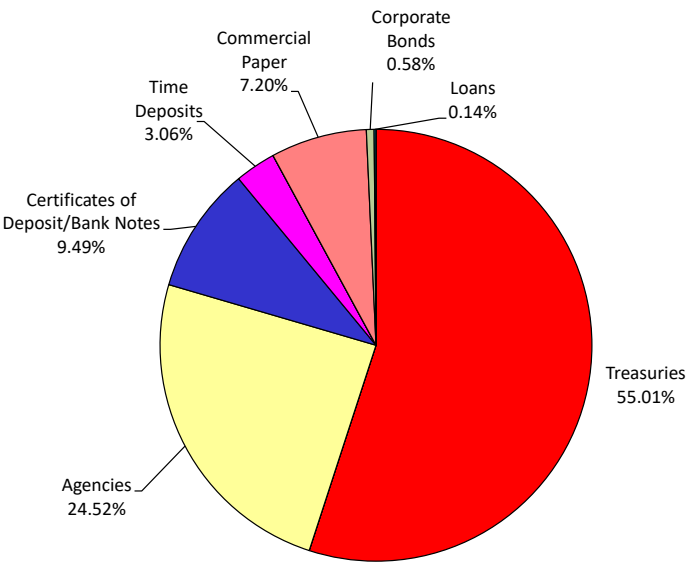


Chart does not include $1,113,000.00 in mortgages, which equates to 0.001%. Percentages may not total 100% due to rounding.

Daily rates are now available here. **View PMIA Daily Rates**

Notes: The apportionment rate includes interest earned on the CalPERS Supplemental Pension Payment pursuant to Government Code 20825 (c)(1) and interest earned on the Wildfire Fund loan pursuant to Public Utility Code 3288 (a).

**The percentage of administrative cost equals the total administrative cost divided by the quarterly interest earnings. The law provides that administrative costs are not to exceed 5% of quarterly EARNINGS of the fund. However, if the 13-week Daily Treasury Bill Rate on the last day of the fiscal year is below 1%, then administrative costs shall not exceed 8% of quarterly EARNINGS of the fund for the subsequent fiscal year.*

Source:
[1] State of California, Office of the Treasurer
[2] State of California, Office of the Controller

CITY OF BANNING
STAFF REPORT

TO: **CITY COUNCIL**

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

PREPARED BY: **Austin Flint, Senior Accountant**
Michelle Green, Interim Finance Director

MEETING DATE: **August 26, 2025**

SUBJECT: **Receive and File Cash and Investments Report for the Month of May 2025**

RECOMMENDATION:

That City Council receive and file Cash and Investment Report for May 2025, in accordance with California Government Code 53646.

BACKGROUND:

The City's investment portfolio is compliant with its Investment Policy and Pooled Cash is expected to meet all disbursement requirements for the next six months.

JUSTIFICATION:

UNRESTRICTED CASH AND INVESTMENTS:

Cash & Investments	April 2025	May 2025
Funds under Control of the City:		
Petty Cash / Cash on Hand	$4,055.00	$4,055.00
Sub-Total	**$4,055.00**	**$4,055.00**
Checking and Savings:		
Wells Fargo - General Account - XXXXX5798	$2,321,012.45	$5,377,056.27
HCN Bank - General Account - XXXXX97479	$50,000.00	$50,000.00
Bank of America - Parking Citations - XXXXXX8776	$146,442.40	$146,443.64
Bank of America - Airport Visa - XXXXXX7548	$627,021.67	$630,094.02
Bank of America - CNG Charge Acct - XXXXXX5594	$79,091.90	$79,091.90
Sub-Total	**$3,223,568.42**	**$6,282,685.83**
See Investment Report for Details of the following investments:		
State of California, Local Agency Investment Fund	**$23,916,605.22**	**$19,716,605.22**
% of Investments in LAIF	**53%**	**48%**
US Bank City of Banning Investment Custody Account XXXXX6000	**$21,603,562.13**	**$21,649,321.85**

Cash and Investments	**$48,747,790.77**	**$47,652,667.90**

RESTRICTED CASH AND INVESTMENTS:

Cash & Investments	April 2025	May 2025
Cash with Fiscal Agents		
US Bank		
2015 Water Revenue Bonds-BUA Water Projects - 258228005	$897,266.11	$900,059.33
2015 Water Revenue Bonds-BUA Water Projects - 258228000	$346,987.55	$6,328.47
2019 Wastewater Revenue Bond - 254226002	$352,519.25	$352,521.63
2019 Wastewater Revenue Bonds 254226000	$115,050.78	$115,051.78
2019 Wastewater Revenue Bonds - BUA Water Projects - Previous Balance less amount required for Refunding - 254226006	$2,503,181.87	$2,503,202.45
2019 Wastewater Revenue Bonds - Interest Account - 254226001	$26,010.16	$0.21
2019 Wastewater Revenue Bonds - Cost of Issuance Fund - 254226005	$1.43	$1.43
2015 Electric Revenue Bond-Acquisition & Construction Fund - 262685003	$2,570.81	$2,578.81
2015 Electric Revenue Bond-Acquisition & Construction Fund - 262685000	$12,046.22	$1,958,605.60
Successor Agency of the Dissolved Redevelopment Agency of the City of Banning Tax Allocation Bonds Series 2016 (Taxable) Revenue Fund - 277166000	$2.04	$2.04
Successor Agency of the Dissolved Redevelopment Agency of the City of Banning Tax Allocation Bonds Series 2016 (Taxable) Unexpended Proceeds Fund - 277166005	$7,687,700.90	$7,687,732.50
Improvement Dist No 2004-1 (Fair Oaks Ranch Estates) Limited Obligation Improvement Bonds Series 2005A Interest Acct-789582000	$0.06	$0.06
Improvement Dist No 2004-1 (Fair Oaks Ranch Estates) Limited Obligation Improvement Bonds Series 2005A Principal Acct-789582001	$0.06	$0.06
Improvement Dist No 2004-1 (Fair Oaks Ranch Estates) Limited Obligation Improvement Bonds Series 2005A Reserve Fund-789582003	$186,061.44	$186,062.20
PERMA Member Trust Account xxx-xxxx-101.12-00	$2,164,360.93	$2,121,258.99
CAISO - City of Banning XXXXX6994	$130,858.24	$131,312.09
City of Banning - XXXXX5920 - Riverside Public Utilities (RPU)	$861,997.97	$830,369.16
Cash with Fiscal Agents US Bank	**$15,286,615.82**	**$16,795,086.81**
Restricted Investment in SCPPA Project Stabilization Fund		
Project Stabilization Fund	**$1,015,604.20**	**$1,021,750.43**
Total Restricted Cash and Investments	**$16,302,220.04**	**$17,816,837.24**

Grand Total Cash and Investments	**$65,050,010.81**	**$65,469,505.14**

BOND RESERVE INSURANCE POLICIES:

Insurance Policy and Purpose	Market Value
2015 Electric Revenue Bond-Reserve Fund - 262685002 - Market Value	$2,428,543.76
Successor Agency of the Dissolved Redevelopment Agency of the City of Banning Tax Allocation Bonds Series 2016 (Taxable) Reserve Fund- 277166004 Market Value	$2,205,497.50

FISCAL IMPACT:

Not applicable.

I hereby certify that the investment activity for this reporting period conforms with the investment policy adopted by the City of Banning's City Council and the California Government Code Section 53601.

I also certify that there exists adequate pooled cash available to meet the City's disbursement requirements for at least the next six months.

ALTERNATIVES:

Not applicable.

BUDGETED?:

No

CONTRACT/AGREEMENT:

No

ATTACHMENTS:

1. Attachment 1 - Investment Report May 2025.pdf
2. Attachment 2 - City of Banning Broker Report May 2025.pdf
3. Attachment 3 - LAIF Market Valuation May 2025.pdf
4. Attachment 4 - PMIA-LAIF Performance Report May 2025.pdf

City of Banning
Report of Investments
May 2025

Investment Held by	Investment Name	Investment Type	CUSIP Number	Standard & Poors Rating	Moodys Rating	Maturity Duration	Par	Market Yield	Market Price	Market Value/Accrued Int	Percentage of Investments
State of California, Local Agency Investment Fund											
	City of Banning	Pooled Investment	N/A	N/A	N/A		$ 19,716,605.22	4.272	100.084919	$ 19,733,348.38	47.7%
	Successor Agency	Pooled Investment	N/A	N/A	N/A		$ -	4.272	100.084919	$ -	0.0%
							$ 19,716,605.22			**$ 19,733,348.38**	**47.7%**
US Bank- Broker Chandler Asset Management											
Government Agencies											
	Total ABS	Asset-Backed Securities	Various	AAA	Aaa	0.99	$ 602,081.08	4.430	100.80974	$ 606,956.37	1.46%
	Total Agency	Federal Agencies	3130ARF55	AA+	Aa1	1.75	$ 3,000,000.00	4.110	97.36530	$ 2,920,959.00	7.3%
	Total Cash	Cash and Equivalents	CCYUSD	AAA	Aaa	0.00	$ 5,649.65	0.000	100.00	$ 5,649.65	0.0%
	Total Commercial Paper	Paper	62479LL78	NA	A-1	0.18	$ -	5.500	99.497	$ -	0.0%
	Total Corporate	Corporate	Various	AA-/A-/A	Aa2/A1/A2/A3	0.51	$ 3,050,000.00	4.540	99.53784	$ 3,035,904.12	7.4%
	Total Money Market	Money Market/Mutual Funds	31846V401	AAAm	Aaa	0.00	$ 131,591.12	3.790	100.00	$ 131,591.12	0.3%
	Total US Treasury	US Treasuries	Various	A-1+/AA+	P-1/Aa1	0.11	$ 14,860,000.00	4.300	99.84606	$ 14,837,124.52	35.9%
							$ 21,649,321.85			**$ 21,538,184.78**	**52.3%**
Total Investments							**$ 41,365,927.07**			**$ 41,271,533.16**	**100.0%**

CHANDLER ASSET MANAGEMENT

MONTHLY ACCOUNT STATEMENT

City of Banning | Account #11089 | As of May 31, 2025

CHANDLER ASSET MANAGEMENT | chandlerasset.com

Chandler Team:

For questions about your account, please call (800) 317-4747,
or contact clientservice@chandlerasset.com

Custodian:

US Bank

Information contained herein is confidential. We urge you to compare this statement to the one you receive from your qualified custodian. Please see Important Disclosures at the end of the statement.

PORTFOLIO SUMMARY

City of Banning | Account #11089 | As of May 31, 2025

Portfolio Characteristics

Average Modified Duration	0.41
Average Coupon	1.50%
Average Purchase YTM	4.14%
Average Market YTM	4.31%
Average Credit Quality*	AA+
Average Final Maturity	0.50
Average Life	0.42

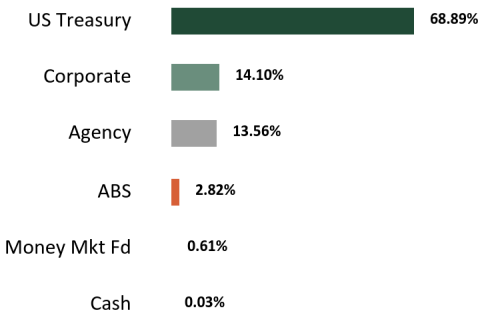
Account Summary

	End Values as of 04/30/2025	End Values as of 05/31/2025
Market Value	21,487,846.31	21,538,185.46
Accrued Interest	66,387.95	77,269.17
Total Market Value	**21,554,234.26**	**21,615,454.63**
Income Earned	60,114.84	63,286.76
Cont/WD	0.00	0.00
Par	21,603,562.13	21,649,321.85
Book Value	21,554,766.87	21,610,148.97
Cost Value	21,487,741.90	21,528,330.00

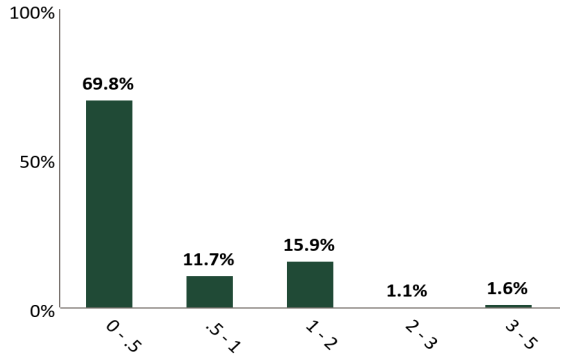
Top Issuers

Government of The United States	68.89%
Federal Home Loan Banks	13.56%
Exxon Mobil Corporation	2.30%
SIMON PROPERTY GROUP, INC.	1.27%
Air Products and Chemicals, Inc.	1.26%
Bank of America Corporation	1.23%
The Toronto-Dominion Bank	1.21%
Comcast Corporation	1.21%

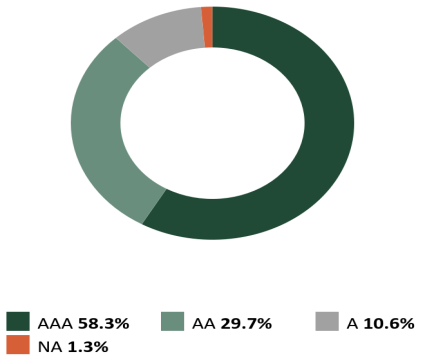
Sector Allocation



Maturity Distribution



Credit Quality (S&P)



Performance Review

Total Rate of Return**	1M	3M	YTD	1YR	2YRS	3YRS	5YRS	10YRS	Since Inception (07/01/23)
City of Banning	0.29%	1.10%	1.92%	5.36%	--	--	--	--	5.28%
Benchmark Return	0.26%	0.99%	1.69%	4.87%	--	--	--	--	5.00%

*The average credit quality is a weighted average calculation of the highest of S&P, Moody's and Fitch.
**Periods over 1 year are annualized.
Benchmark: ICE BofA 0-1 Year US Treasury Notes & Bonds Secondary Benchmark:

STATEMENT OF COMPLIANCE

City of Banning | Account #11089 | As of May 31, 2025

Rules Name	Limit	Actual	Compliance Status	Notes
AGENCY MORTGAGE SECURITIES (CMOS)				
Max % (MV)	100.0	0.0	Compliant	
Max % Issuer (MV)	30.0	0.0	Compliant	
Max Maturity (Years)	5.0	0.0	Compliant	
ASSET-BACKED SECURITIES (ABS)				
Max % (MV; Non Agency ABS & MBS)	20.0	2.8	Compliant	
Max % Issuer (MV)	5.0	1.0	Compliant	
Max Maturity (Years)	5	4	Compliant	
Min Rating (AA- by 1)	0.0	0.0	Compliant	
BANKERS' ACCEPTANCES				
Max % (MV)	40.0	0.0	Compliant	
Max % Issuer (MV)	5.0	0.0	Compliant	
Max Maturity (Days)	180	0.0	Compliant	
Min Rating (A-1 by 1 or A- by 1)	0.0	0.0	Compliant	
CERTIFICATE OF DEPOSIT PLACEMENT SERVICE (CDARS)				
Max % (MV)	30.0	0.0	Compliant	
Max Maturity (Years)	5.0	0.0	Compliant	
COLLATERALIZED BANK DEPOSITS				
Max Maturity (Years)	5.0	0.0	Compliant	
COLLATERALIZED TIME DEPOSITS (NON-NEGOTIABLE CD/TD)				
Max % (MV)	20.0	0.0	Compliant	
Max Maturity (Years)	5.0	0.0	Compliant	
COMMERCIAL PAPER				
Max % (MV)	25.0	0.0	Compliant	
Max % Issuer (MV)	5.0	0.0	Compliant	
Max Maturity (Days)	270	0.0	Compliant	
Min Rating (A-1 by 1 or A- by 1)	0.0	0.0	Compliant	
CORPORATE MEDIUM TERM NOTES				
Max % (MV)	30.0	14.1	Compliant	
Max % Issuer (MV)	5.0	2.3	Compliant	
Max Maturity (Years)	5	1	Compliant	
Min Rating (A- by 1)	0.0	0.0	Compliant	

STATEMENT OF COMPLIANCE

City of Banning | Account #11089 | As of May 31, 2025

Rules Name	Limit	Actual	Compliance Status	Notes
FDIC INSURED TIME DEPOSITS (NON-NEGOTIABLE CD/ TD)				
Max % (MV)	20.0	0.0	Compliant	
Max Maturity (Years)	5	0.0	Compliant	
FEDERAL AGENCIES				
Max % (MV)	100.0	13.6	Compliant	
Max % Issuer (MV)	30.0	13.6	Compliant	
Max Callables (MV)	20.0	13.6	Compliant	
Max Maturity (Years)	5	1	Compliant	
LOCAL AGENCY INVESTMENT FUND (LAIF)				
Max Concentration (MV)	75.0	0.0	Compliant	
MONEY MARKET MUTUAL FUNDS				
Max % (MV)	20.0	0.6	Compliant	
Max % Issuer (MV)	20.0	0.6	Compliant	
Min Rating (AAA by 2)	0.0	0.0	Compliant	
MORTGAGE-BACKED SECURITIES (NON-AGENCY)				
Max % (MV)	20.0	0.0	Compliant	
Max % Issuer (MV)	5.0	0.0	Compliant	
Max Maturity (Years)	5.0	0.0	Compliant	
Min Rating (AA- by 1)	0.0	0.0	Compliant	
MUNICIPAL SECURITIES (CA, LOCAL AGENCY)				
Max % (MV)	30.0	0.0	Compliant	
Max % Issuer (MV)	5.0	0.0	Compliant	
Max Maturity (Years)	5	0.0	Compliant	
Min Rating (A- by 1)	0.0	0.0	Compliant	
MUNICIPAL SECURITIES (CA, OTHER STATES)				
Max % (MV)	30.0	0.0	Compliant	
Max % Issuer (MV)	5.0	0.0	Compliant	
Max Maturity (Years)	5	0.0	Compliant	
Min Rating (A- by 1)	0.0	0.0	Compliant	
MUTUAL FUNDS				
Max % (MV)	20.0	0.0	Compliant	
Max % Issuer (MV)	10.0	0.0	Compliant	
Min Rating (AAA by 2)	0.0	0.0	Compliant	

STATEMENT OF COMPLIANCE

City of Banning | Account #11089 | As of May 31, 2025

Rules Name	Limit	Actual	Compliance Status	Notes
NEGOTIABLE CERTIFICATES OF DEPOSIT (NCD)				
Max % (MV)	30.0	0.0	Compliant	
Max % Issuer (MV)	5.0	0.0	Compliant	
Max Maturity (Years)	5	0.0	Compliant	
Min Rating (A-1 by 1 or A- by 1 if > FDIC Limit)	0.0	0.0	Compliant	
REPURCHASE AGREEMENTS				
Max Maturity (Years)	1.0	0.0	Compliant	
SUPRANATIONAL OBLIGATIONS				
Max % (MV)	30.0	0.0	Compliant	
Max % Issuer (MV)	10.0	0.0	Compliant	
Max Maturity (Years)	5	0.0	Compliant	
Min Rating (AA- by 1)	0.0	0.0	Compliant	
U.S. TREASURIES				
Max % (MV)	100.0	68.9	Compliant	
Max Maturity (Years)	5	0.0	Compliant	

RECONCILIATION SUMMARY

City of Banning | Account #11089 | As of May 31, 2025

Maturities / Calls

Month to Date	**(10,250,000.00)**
Fiscal Year to Date	**(25,980,000.00)**

Principal Paydowns

Month to Date	**(11,538.14)**
Fiscal Year to Date	**(22,918.92)**

Purchases

Month to Date	**13,605,884.88**
Fiscal Year to Date	**46,043,622.14**

Sales

Month to Date	**(3,328,781.79)**
Fiscal Year to Date	**(19,373,866.57)**

Interest Received

Month to Date	**15,564.95**
Fiscal Year to Date	**526,523.88**

Purchased / Sold Interest

Month to Date	**0.00**
Fiscal Year to Date	**(39,687.23)**

Accrual Activity Summary

	Month to Date	Fiscal Year to Date (07/01/2024)
Beginning Book Value	21,554,766.87	20,890,632.11
Maturities/Calls	(10,250,000.00)	(25,980,000.00)
Principal Paydowns	(11,538.14)	(22,918.92)
Purchases	13,605,884.88	46,043,622.14
Sales	(3,328,781.79)	(19,373,866.57)
Change in Cash, Payables, Receivables	2,976.57	(177,365.27)
Amortization/Accretion	36,840.59	230,045.48
Realized Gain (Loss)	(0.01)	(0.01)
Ending Book Value	21,610,148.97	21,610,148.97

Fair Market Activity Summary

	Month to Date	Fiscal Year to Date (07/01/2024)
Beginning Market Value	21,487,846.31	20,501,414.03
Maturities/Calls	(10,250,000.00)	(25,980,000.00)
Principal Paydowns	(11,538.14)	(22,918.92)
Purchases	13,605,884.88	46,043,622.14
Sales	(3,328,781.79)	(19,373,866.57)
Change in Cash, Payables, Receivables	2,976.57	(177,365.27)
Amortization/Accretion	36,840.59	230,045.48
Change in Net Unrealized Gain (Loss)	(5,042.95)	317,254.57
Realized Gain (Loss)	(0.01)	(0.01)
Ending Market Value	21,538,185.46	21,538,185.46

City of Banning | Account #11089 | As of May 31, 2025

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
ABS									
379929AD4	GMALT 2023-3 A3 5.38 11/20/2026	31,558.63	08/08/2023 5.36%	31,554.84 31,556.93	100.20 4.53%	31,621.89 51.88	0.15% 64.96	NA/AAA AAA	1.47 0.22
05592XAD2	BMWOT 2023-A A3 5.47 02/25/2028	32,559.39	07/12/2023 5.47%	32,553.61 32,555.96	100.67 4.40%	32,776.02 29.68	0.15% 220.06	NA/AAA AAA	2.74 0.59
47787CAC7	JDOT 2023-C A3 5.48 05/15/2028	195,000.00	09/12/2023 5.55%	194,986.60 194,991.49	100.79 4.45%	196,534.44 474.93	0.91% 1,542.94	Aaa/NA AAA	2.96 0.72
36267KAD9	GMCAR 2023-3 A3 5.45 06/16/2028	42,963.07	07/11/2023 5.51%	42,961.41 42,962.04	100.62 4.59%	43,229.47 97.56	0.20% 267.44	Aaa/AAA NA	3.04 0.67
02582JKD1	AMXCA 2023-3 A 5.23 09/15/2028	215,000.00	09/12/2023 5.29%	214,990.39 214,993.66	101.06 4.42%	217,279.06 499.76	1.01% 2,285.40	NA/AAA AAA	3.29 1.22
362955AD8	GMCAR 2025-1 A3 4.62 12/17/2029	85,000.00	01/09/2025 5.03%	84,993.68 84,994.16	100.61 4.29%	85,515.51 163.63	0.40% 521.35	Aaa/NA AAA	4.55 1.63
Total ABS		**602,081.08**	**5.37%**	**602,040.53 602,054.25**	**100.81 4.43%**	**606,956.39 1,317.44**	**2.82% 4,902.14**		**3.22 0.99**
AGENCY									
3130ARF55	FEDERAL HOME LOAN BANKS 2.6 03/30/2027	3,000,000.00	03/30/2022 2.60%	3,000,000.00 3,000,000.00	97.37 4.11%	2,920,959.12 13,216.67	13.56% (79,040.88)	Aa1/AA+ AA+	1.83 1.75
Total Agency		**3,000,000.00**	**2.60%**	**3,000,000.00 3,000,000.00**	**97.37 4.11%**	**2,920,959.12 13,216.67**	**13.56% (79,040.88)**		**1.83 1.75**
CASH									
CCYUSD	Receivable	5,649.65	-- 0.00%	5,649.65 5,649.65	1.00 0.00%	5,649.65 0.00	0.03% 0.00	Aaa/AAA AAA	0.00 0.00
Total Cash		**5,649.65**	**0.00%**	**5,649.65 5,649.65**	**1.00 0.00%**	**5,649.65 0.00**	**0.03% 0.00**		**0.00 0.00**
CORPORATE									
6174468C6	MORGAN STANLEY 4.0 07/23/2025	260,000.00	09/12/2024 4.56%	258,780.61 259,797.42	99.88 4.77%	259,694.68 3,697.78	1.21% (102.74)	A1/A- A+	0.15 0.14
06051GFS3	BANK OF AMERICA CORP 3.875 08/01/2025	265,000.00	08/12/2024 4.88%	262,506.35 264,569.09	99.88 4.54%	264,687.55 3,422.92	1.23% 118.47	A1/A- AA-	0.17 0.16
20030NBN0	COMCAST CORP 3.375 08/15/2025	260,000.00	07/22/2024 5.17%	255,247.20 259,081.29	99.99 5.00%	259,963.68 2,583.75	1.21% 882.39	A3/A- A-	0.21 0.01

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
828807CV7	SIMON PROPERTY GROUP LP 3.5 09/01/2025	275,000.00	12/16/2024 4.65%	272,819.25 274,222.37	99.75 4.48%	274,312.96 2,406.25	1.27% 90.59	A3/A- NA	0.25 0.24
24422EWJ4	JOHN DEERE CAPITAL CORP 4.05 09/08/2025	260,000.00	07/09/2024 5.06%	257,056.80 259,314.41	99.87 4.49%	259,669.57 2,427.75	1.21% 355.16	A1/A A+	0.27 0.26
009158BB1	AIR PRODUCTS AND CHEMICALS INC 1.5 10/15/2025	275,000.00	11/12/2024 4.51%	267,597.00 272,003.55	98.95 4.38%	272,115.69 527.08	1.26% 112.14	A2/A NA	0.38 0.36
89115A2K7	TORONTO-DOMINION BANK 5.103 01/09/2026	260,000.00	02/24/2025 4.49%	261,326.00 260,925.70	100.26 4.66%	260,668.30 5,233.41	1.21% (257.39)	A2/A- AA-	0.61 0.58
02665WEY3	AMERICAN HONDA FINANCE CORP 4.95 01/09/2026	220,000.00	03/19/2025 4.53%	220,712.80 220,536.41	100.17 4.65%	220,371.81 4,295.50	1.02% (164.60)	A3/A- NA	0.61 0.58
30231GAT9	EXXON MOBIL CORP 3.043 03/01/2026	500,000.00	06/08/2023 4.53%	481,105.00 494,805.30	99.01 4.39%	495,066.55 3,803.75	2.30% 261.25	Aa2/AA- NA	0.75 0.72
693475BB0	PNC FINANCIAL SERVICES GROUP INC 1.15 08/13/2026	225,000.00	03/19/2025 4.52%	214,843.50 216,294.43	96.24 4.41%	216,542.38 776.25	1.01% 247.95	A3/A- A	1.20 1.16
48125LRU8	JPMORGAN CHASE BANK NA 5.11 12/08/2026	250,000.00	10/16/2024 4.23%	254,312.50 253,010.72	101.12 4.34%	252,811.01 6,139.10	1.17% (199.71)	Aa2/AA- AA	1.52 1.34
Total Corporate		**3,050,000.00**	**4.64%**	**3,006,307.01** **3,034,560.68**	**99.55** **4.54%**	**3,035,904.19** **35,313.54**	**14.10%** **1,343.51**		**0.56** **0.51**
MONEY MARKET FUND									
31846V401	FIRST AMER:GVT OBLG D	131,591.12	-- 3.79%	131,591.12 131,591.12	1.00 3.79%	131,591.12 0.00	0.61% 0.00	Aaa/ AAAm AAA	0.00 0.00
Total Money Market Fund		**131,591.12**	**3.79%**	**131,591.12** **131,591.12**	**1.00** **3.79%**	**131,591.12** **0.00**	**0.61%** **0.00**		**0.00** **0.00**
US TREASURY									
912797PR2	UNITED STATES TREASURY 06/10/2025	10,250,000.00	-- 4.30%	10,222,781.79 10,239,170.78	99.91 4.30%	10,240,353.62 0.00	47.55% 1,182.84	P-1/A-1+ F1+	0.03 0.02
912797LN5	UNITED STATES TREASURY 06/12/2025	420,000.00	12/16/2024 4.33%	411,363.14 419,463.25	99.88 4.32%	419,504.09 0.00	1.95% 40.84	P-1/A-1+ F1+	0.03 0.03
91282CEU1	UNITED STATES TREASURY 2.875 06/15/2025	500,000.00	10/21/2024 4.30%	495,468.75 499,731.20	99.94 4.57%	499,687.50 6,634.62	2.32% (43.70)	Aa1/AA+ AA+	0.04 0.04
912797NW3	UNITED STATES TREASURY 06/26/2025	350,000.00	01/21/2025 4.31%	343,707.00 348,985.00	99.72 4.30%	349,013.29 0.00	1.62% 28.29	P-1/A-1+ F1+	0.07 0.07

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
912797NX1	UNITED STATES TREASURY 07/03/2025	250,000.00	01/06/2025 4.28%	244,920.47 249,081.67	99.64 4.29%	249,091.96 0.00	1.16% 10.29	P-1/A-1+ F1+	0.09 0.08
912797PE1	UNITED STATES TREASURY 07/17/2025	350,000.00	01/21/2025 4.31%	342,868.95 348,136.21	99.47 4.30%	348,152.73 0.00	1.62% 16.52	P-1/A-1+ F1+	0.13 0.12
912797PP6	UNITED STATES TREASURY 08/21/2025	500,000.00	02/24/2025 4.34%	489,695.65 495,284.45	99.06 4.33%	495,295.84 0.00	2.30% 11.39	P-1/A-1+ F1+	0.22 0.22
91282CFP1	UNITED STATES TREASURY 4.25 10/15/2025	300,000.00	03/12/2025 4.19%	300,093.75 300,059.03	99.97 4.30%	299,914.06 1,637.30	1.39% (144.97)	Aa1/AA+ AA+	0.38 0.36
91282CFW6	UNITED STATES TREASURY 4.5 11/15/2025	400,000.00	12/30/2024 4.24%	400,859.38 400,449.89	100.05 4.37%	400,210.94 831.52	1.86% (238.96)	Aa1/AA+ AA+	0.46 0.44
9128285N6	UNITED STATES TREASURY 2.875 11/30/2025	300,000.00	03/12/2025 4.18%	297,246.09 298,086.98	99.29 4.34%	297,874.22 23.57	1.38% (212.76)	Aa1/AA+ AA+	0.50 0.48
91282CGA3	UNITED STATES TREASURY 4.0 12/15/2025	340,000.00	02/10/2025 4.26%	339,256.25 339,522.74	99.92 4.16%	339,717.77 6,276.92	1.58% 195.03	Aa1/AA+ AA+	0.54 0.52
91282CGE5	UNITED STATES TREASURY 3.875 01/15/2026	500,000.00	06/08/2023 4.27%	495,136.72 498,834.04	99.81 4.18%	499,052.74 7,332.53	2.32% 218.70	Aa1/AA+ AA+	0.63 0.60
91282CGL9	UNITED STATES TREASURY 4.0 02/15/2026	400,000.00	03/19/2025 4.18%	399,343.75 399,488.05	99.81 4.26%	399,256.25 4,685.08	1.85% (231.80)	Aa1/AA+ AA+	0.71 0.68
Total US Treasury		**14,860,000.00**	**4.29%**	**14,782,741.69 14,836,293.27**	**99.85 4.30%**	**14,837,124.99 27,421.53**	**68.89% 831.72**		**0.12 0.11**
Total Portfolio		**21,649,321.85**	**4.14%**	**21,528,330.00 21,610,148.97**	**98.87 4.31%**	**21,538,185.46 77,269.17**	**100.00% (71,963.51)**		**0.50 0.41**
Total Market Value + Accrued						**21,615,454.63**			

TRANSACTION LEDGER

City of Banning | Account #11089 | As of May 31, 2025

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/ Disp Yield	Amount	Interest Pur/ Sold	Total Amount	Gain/Loss
ACQUISITIONS										
Purchase	05/01/2025	31846V401	2,673.08	FIRST AMER:GVT OBLG D	1.000	3.83%	(2,673.08)	0.00	(2,673.08)	0.00
Purchase	05/06/2025	31846V401	350,000.00	FIRST AMER:GVT OBLG D	1.000	3.78%	(350,000.00)	0.00	(350,000.00)	0.00
Purchase	05/13/2025	912797PR2	7,000,000.00	UNITED STATES TREASURY 06/10/2025	99.671	4.30%	(6,976,970.00)	0.00	(6,976,970.00)	0.00
Purchase	05/15/2025	31846V401	890.50	FIRST AMER:GVT OBLG D	1.000	3.77%	(890.50)	0.00	(890.50)	0.00
Purchase	05/15/2025	31846V401	9,937.04	FIRST AMER:GVT OBLG D	1.000	3.77%	(9,937.04)	0.00	(9,937.04)	0.00
Purchase	05/16/2025	31846V401	327.25	FIRST AMER:GVT OBLG D	1.000	3.77%	(327.25)	0.00	(327.25)	0.00
Purchase	05/16/2025	31846V401	204.38	FIRST AMER:GVT OBLG D	1.000	3.77%	(204.38)	0.00	(204.38)	0.00
Purchase	05/16/2025	31846V401	2,036.93	FIRST AMER:GVT OBLG D	1.000	3.77%	(2,036.93)	0.00	(2,036.93)	0.00
Purchase	05/20/2025	31846V401	7,095.63	FIRST AMER:GVT OBLG D	1.000	3.76%	(7,095.63)	0.00	(7,095.63)	0.00
Purchase	05/27/2025	31846V401	2,738.28	FIRST AMER:GVT OBLG D	1.000	3.74%	(2,738.28)	0.00	(2,738.28)	0.00
Purchase	05/29/2025	31846V401	3,007,200.00	FIRST AMER:GVT OBLG D	1.000	3.78%	(3,007,200.00)	0.00	(3,007,200.00)	0.00
Purchase	05/30/2025	912797PR2	3,250,000.00	UNITED STATES TREASURY 06/10/2025	99.871	4.28%	(3,245,811.79)	0.00	(3,245,811.79)	0.00
Total Purchase			**13,633,103.09**				**(13,605,884.88)**	**0.00**	**(13,605,884.88)**	**0.00**
TOTAL ACQUISITIONS			**13,633,103.09**				**(13,605,884.88)**	**0.00**	**(13,605,884.88)**	**0.00**
DISPOSITIONS										
Maturity	05/06/2025	912797PC5	(350,000.00)	UNITED STATES TREASURY 05/06/2025	100.000	4.30%	350,000.00	0.00	350,000.00	0.00
Maturity	05/13/2025	912797PH4	(6,900,000.00)	UNITED STATES TREASURY 05/13/2025	100.000	4.29%	6,900,000.00	0.00	6,900,000.00	(0.01)
Maturity	05/29/2025	3134GW6Z4	(3,000,000.00)	FEDERAL HOME LOAN MORTGAGE CORP 0.48 05/29/2025	100.000	0.48%	3,000,000.00	0.00	3,000,000.00	0.00
Total Maturity			**(10,250,000.00)**				**10,250,000.00**	**0.00**	**10,250,000.00**	**(0.01)**
Sale	05/13/2025	31846V401	(76,970.00)	FIRST AMER:GVT OBLG D	1.000	3.75%	76,970.00	0.00	76,970.00	0.00
Sale	05/30/2025	31846V401	(3,245,811.79)	FIRST AMER:GVT OBLG D	1.000	3.79%	3,245,811.79	0.00	3,245,811.79	0.00
Sale	05/30/2025	31846V401	(6,000.00)	FIRST AMER:GVT OBLG D	1.000	3.79%	6,000.00	0.00	6,000.00	0.00
Total Sale			**(3,328,781.79)**				**3,328,781.79**	**0.00**	**3,328,781.79**	**0.00**

TRANSACTION LEDGER

City of Banning | Account #11089 | As of May 31, 2025

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/ Disp Yield	Amount	Interest Pur/ Sold	Total Amount	Gain/Loss
TOTAL DISPOSITIONS			**(13,578,781.79)**				**13,578,781.79**	**0.00**	**13,578,781.79**	**(0.01)**
OTHER TRANSACTIONS										
Coupon	05/15/2025	47787CAC7	0.00	JDOT 2023-C A3 5.48 05/15/2028		5.55%	890.50	0.00	890.50	0.00
Coupon	05/15/2025	02582JKD1	0.00	AMXCA 2023-3 A 5.23 09/15/2028		5.29%	937.04	0.00	937.04	0.00
Coupon	05/15/2025	91282CFW6	0.00	UNITED STATES TREASURY 4.5 11/15/2025		4.24%	9,000.00	0.00	9,000.00	0.00
Coupon	05/16/2025	36267KAD9	0.00	GMCAR 2023-3 A3 5.45 06/16/2028		5.51%	204.38	0.00	204.38	0.00
Coupon	05/16/2025	362955AD8	0.00	GMCAR 2025-1 A3 4.62 12/17/2029		5.03%	327.25	0.00	327.25	0.00
Coupon	05/20/2025	379929AD4	0.00	GMALT 2023-3 A3 5.38 11/20/2026		5.36%	172.53	0.00	172.53	0.00
Coupon	05/25/2025	05592XAD2	0.00	BMWOT 2023-A A3 5.47 02/25/2028		5.47%	160.17	0.00	160.17	0.00
Coupon	05/29/2025	3134GW6Z4	0.00	FEDERAL HOME LOAN MORTGAGE CORP 0.48 05/29/2025		0.48%	1,200.00	0.00	1,200.00	0.00
Coupon	05/31/2025	9128285N6	0.00	UNITED STATES TREASURY 2.875 11/30/2025		4.18%	4,312.50	0.00	4,312.50	0.00
Total Coupon			**0.00**				**17,204.37**	**0.00**	**17,204.37**	**0.00**
Dividend	05/31/2025	31846V401	0.00	FIRST AMER:GVT OBLG D		3.79%	1,337.15	0.00	1,337.15	0.00
Total Dividend			**0.00**				**1,337.15**	**0.00**	**1,337.15**	**0.00**
Principal Paydown	05/16/2025	36267KAD9	2,036.93	GMCAR 2023-3 A3 5.45 06/16/2028		5.51%	2,036.93	--	2,036.93	(0.00)
Principal Paydown	05/20/2025	379929AD4	6,923.10	GMALT 2023-3 A3 5.38 11/20/2026		5.36%	6,923.10	--	6,923.10	0.00
Principal Paydown	05/25/2025	05592XAD2	2,578.11	BMWOT 2023-A A3 5.47 02/25/2028		5.47%	2,578.11	--	2,578.11	(0.00)

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/ Disp Yield	Amount	Interest Pur/ Sold	Total Amount	Gain/Loss
Total Principal Paydown			**11,538.14**				**11,538.14**	**--**	**11,538.14**	**(0.01)**
TOTAL OTHER TRANSACTIONS			**11,538.14**				**30,079.66**	**0.00**	**30,079.66**	**(0.01)**

INCOME EARNED

City of Banning | Account #11089 | As of May 31, 2025

Cusip	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
CASH & EQUIVALENTS						
31846V401	FIRST AMER:GVT OBLG D	131,591.12	77,269.82 3,383,103.09 (3,328,781.79) 131,591.12	0.00 2,673.08 0.00 2,673.08	0.00 0.00 0.00 2,673.08	2,673.08
912797PC5	UNITED STATES TREASURY 05/06/2025	04/10/2025 04/11/2025 0.00	349,794.64 0.00 (350,000.00) 0.00	0.00 0.00 0.00 0.00	205.36 0.00 205.36 205.36	205.36
912797PH4	UNITED STATES TREASURY 05/13/2025	04/16/2025 04/17/2025 0.00	6,890,299.19 0.00 (6,900,000.01) 0.00	0.00 0.00 0.00 0.00	9,700.82 0.00 9,700.82 9,700.82	9,700.82
912797PR2	UNITED STATES TREASURY 06/10/2025	10,250,000.00	0.00 10,222,781.79 0.00 10,239,170.78	0.00 0.00 0.00 0.00	16,388.99 0.00 16,388.99 16,388.99	16,388.99
CCYUSD	Receivable	5,649.65	2,673.08 0.00 0.00 5,649.65	0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00	0.00
Total Cash & Equivalents		**10,387,240.77**	**7,320,036.73 13,605,884.88 (10,578,781.80) 10,376,411.55**	**0.00 2,673.08 0.00 2,673.08**	**26,295.17 0.00 26,295.17 28,968.25**	**28,968.25**
FIXED INCOME						
009158BB1	AIR PRODUCTS AND CHEMICALS INC 1.5 10/15/2025	11/12/2024 11/13/2024 275,000.00	271,320.53 0.00 0.00 272,003.55	183.33 0.00 527.08 343.75	683.01 0.00 683.01 1,026.76	1,026.76
02582JKD1	AMXCA 2023-3 A 5.23 09/15/2028	09/12/2023 09/19/2023 215,000.00	214,993.50 0.00 0.00 214,993.66	499.76 937.04 499.76 937.04	0.16 0.00 0.16 937.20	937.20

INCOME EARNED

City of Banning | Account #11089 | As of May 31, 2025

Cusip	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
02665WEY3	AMERICAN HONDA FINANCE CORP 4.95 01/09/2026	03/19/2025 03/20/2025 220,000.00	220,611.32 0.00 0.00 220,536.41	3,388.00 0.00 4,295.50 907.50	0.00 (74.90) (74.90) 832.60	832.60
05592XAD2	BMWOT 2023-A A3 5.47 02/25/2028	07/12/2023 07/18/2023 32,559.39	35,133.69 0.00 (2,578.11) 32,555.96	32.03 160.17 29.68 157.82	0.39 0.00 0.39 158.21	158.21
06051GFS3	BANK OF AMERICA CORP 3.875 08/01/2025	08/12/2024 08/13/2024 265,000.00	264,350.10 0.00 0.00 264,569.09	2,567.19 0.00 3,422.92 855.73	218.99 0.00 218.99 1,074.72	1,074.72
20030NBN0	COMCAST CORP 3.375 08/15/2025	07/22/2024 07/23/2024 260,000.00	258,701.55 0.00 0.00 259,081.29	1,852.50 0.00 2,583.75 731.25	379.73 0.00 379.73 1,110.98	1,110.98
24422EWJ4	JOHN DEERE CAPITAL CORP 4.05 09/08/2025	07/09/2024 07/10/2024 260,000.00	259,099.73 0.00 0.00 259,314.41	1,550.25 0.00 2,427.75 877.50	214.68 0.00 214.68 1,092.18	1,092.18
30231GAT9	EXXON MOBIL CORP 3.043 03/01/2026	06/08/2023 06/12/2023 500,000.00	494,215.43 0.00 0.00 494,805.30	2,535.83 0.00 3,803.75 1,267.92	589.87 0.00 589.87 1,857.79	1,857.79
3130ARF55	FEDERAL HOME LOAN BANKS 2.6 03/30/2027	03/30/2022 03/30/2022 3,000,000.00	3,000,000.00 0.00 0.00 3,000,000.00	6,716.67 0.00 13,216.67 6,500.00	0.00 0.00 0.00 6,500.00	6,500.00
3134GW6Z4	FEDERAL HOME LOAN MORTGAGE CORP 0.48 05/29/2025	10/30/2020 10/30/2020 0.00	3,000,000.00 0.00 (3,000,000.00) 0.00	80.00 1,200.00 0.00 1,120.00	0.00 0.00 0.00 1,120.00	1,120.00
36267KAD9	GMCAR 2023-3 A3 5.45 06/16/2028	07/11/2023 07/19/2023 42,963.07	44,998.89 0.00 (2,036.93) 42,962.04	102.19 204.38 97.56 199.75	0.08 0.00 0.08 199.83	199.83

INCOME EARNED

City of Banning | Account #11089 | As of May 31, 2025

Cusip	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
362955AD8	GMCAR 2025-1 A3 4.62 12/17/2029	01/09/2025 01/15/2025 85,000.00	84,994.05 0.00 0.00 84,994.16	163.63 327.25 163.63 327.25	0.11 0.00 0.11 327.36	327.36
379929AD4	GMALT 2023-3 A3 5.38 11/20/2026	08/08/2023 08/11/2023 31,558.63	38,479.54 0.00 (6,923.10) 31,556.93	63.26 172.53 51.88 161.15	0.49 0.00 0.49 161.64	161.64
47787CAC7	JDOT 2023-C A3 5.48 05/15/2028	09/12/2023 09/19/2023 195,000.00	194,991.25 0.00 0.00 194,991.49	474.93 890.50 474.93 890.50	0.24 0.00 0.24 890.74	890.74
48125LRU8	JPMORGAN CHASE BANK NA 5.11 12/08/2026	10/16/2024 10/17/2024 250,000.00	253,188.50 0.00 0.00 253,010.72	5,074.51 0.00 6,139.10 1,064.58	0.00 (177.78) (177.78) 886.81	886.81
6174468C6	MORGAN STANLEY 4.0 07/23/2025	09/12/2024 09/13/2024 260,000.00	259,676.65 0.00 0.00 259,797.42	2,831.11 0.00 3,697.78 866.67	120.77 0.00 120.77 987.44	987.44
693475BB0	PNC FINANCIAL SERVICES GROUP INC 1.15 08/13/2026	03/19/2025 03/20/2025 225,000.00	215,678.28 0.00 0.00 216,294.43	560.63 0.00 776.25 215.63	616.15 0.00 616.15 831.77	831.77
828807CV7	SIMON PROPERTY GROUP LP 3.5 09/01/2025	12/16/2024 12/17/2024 275,000.00	273,960.34 0.00 0.00 274,222.37	1,604.17 0.00 2,406.25 802.08	262.03 0.00 262.03 1,064.11	1,064.11
89115A2K7	TORONTO-DOMINION BANK 5.103 01/09/2026	02/24/2025 02/25/2025 260,000.00	261,054.96 0.00 0.00 260,925.70	4,127.76 0.00 5,233.41 1,105.65	0.00 (129.26) (129.26) 976.39	976.39
912797LN5	UNITED STATES TREASURY 06/12/2025	12/16/2024 12/17/2024 420,000.00	417,950.58 0.00 0.00 419,463.25	0.00 0.00 0.00 0.00	1,512.67 0.00 1,512.67 1,512.67	1,512.67

INCOME EARNED

City of Banning | Account #11089 | As of May 31, 2025

Cusip	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
912797NW3	UNITED STATES TREASURY 06/26/2025	01/21/2025 01/22/2025 350,000.00	347,726.40 0.00 0.00 348,985.00	0.00 0.00 0.00 0.00	1,258.60 0.00 1,258.60 1,258.60	1,258.60
912797NX1	UNITED STATES TREASURY 07/03/2025	01/06/2025 01/07/2025 250,000.00	248,192.03 0.00 0.00 249,081.67	0.00 0.00 0.00 0.00	889.64 0.00 889.64 889.64	889.64
912797PE1	UNITED STATES TREASURY 07/17/2025	01/21/2025 01/22/2025 350,000.00	346,880.17 0.00 0.00 348,136.21	0.00 0.00 0.00 0.00	1,256.04 0.00 1,256.04 1,256.04	1,256.04
912797PP6	UNITED STATES TREASURY 08/21/2025	02/24/2025 02/25/2025 500,000.00	493,479.73 0.00 0.00 495,284.45	0.00 0.00 0.00 0.00	1,804.72 0.00 1,804.72 1,804.72	1,804.72
9128285N6	UNITED STATES TREASURY 2.875 11/30/2025	03/12/2025 03/13/2025 300,000.00	297,761.13 0.00 0.00 298,086.98	3,601.65 0.00 23.57 (3,578.08)	325.84 0.00 325.84 (3,252.24)	(3,252.24)
91282CEU1	UNITED STATES TREASURY 2.875 06/15/2025	10/21/2024 10/22/2024 500,000.00	499,135.99 0.00 0.00 499,731.20	5,410.37 0.00 6,634.62 1,224.24	595.21 0.00 595.21 1,819.45	1,819.45
91282CFP1	UNITED STATES TREASURY 4.25 10/15/2025	03/12/2025 03/13/2025 300,000.00	300,072.48 0.00 0.00 300,059.03	557.38 0.00 1,637.30 1,079.92	0.00 (13.45) (13.45) 1,066.46	1,066.46
91282CFW6	UNITED STATES TREASURY 4.5 11/15/2025	12/30/2024 12/31/2024 400,000.00	400,533.41 0.00 0.00 400,449.89	8,303.87 9,000.00 831.52 1,527.65	0.00 (83.51) (83.51) 1,444.14	1,444.14
91282CGA3	UNITED STATES TREASURY 4.0 12/15/2025	02/10/2025 02/11/2025 340,000.00	339,447.64 0.00 0.00 339,522.74	5,118.68 0.00 6,276.92 1,158.24	75.10 0.00 75.10 1,233.34	1,233.34

INCOME EARNED

City of Banning | Account #11089 | As of May 31, 2025

Cusip	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
91282CGE5	UNITED STATES TREASURY 3.875 01/15/2026	06/08/2023 06/09/2023 500,000.00	498,675.51 0.00 0.00 498,834.04	5,673.34 0.00 7,332.53 1,659.19	158.53 0.00 158.53 1,817.71	1,817.71
91282CGL9	UNITED STATES TREASURY 4.0 02/15/2026	03/19/2025 03/20/2025 400,000.00	399,426.77 0.00 0.00 399,488.05	3,314.92 0.00 4,685.08 1,370.17	61.28 0.00 61.28 1,431.44	1,431.44
Total Fixed Income		**11,262,081.08**	**14,234,730.14** **0.00** **(3,011,538.15)** **11,233,737.42**	**66,387.95** **12,891.87** **77,269.17** **23,773.09**	**11,024.33** **(478.91)** **10,545.42** **34,318.51**	**34,318.51**
TOTAL PORTFOLIO		**21,649,321.85**	**21,554,766.87** **13,605,884.88** **(13,590,319.94)** **21,610,148.97**	**66,387.95** **15,564.95** **77,269.17** **26,446.17**	**37,319.50** **(478.91)** **36,840.59** **63,286.76**	**63,286.76**

CASH FLOW REPORT

City of Banning | Account #11089 | As of May 31, 2025

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
JUNE 2025							
06/05/2025	Coupon	20030NBN0	260,000.00	COMCAST CORP 3.375 08/15/2025		2,681.25	2,681.25
06/05/2025	Effective Maturity	20030NBN0	260,000.00	COMCAST CORP 3.375 08/15/2025	260,000.00		260,000.00
06/09/2025	Coupon	48125LRU8	250,000.00	JPMORGAN CHASE BANK NA 5.11 12/08/2026		6,387.50	6,387.50
06/10/2025	Final Maturity	912797PR2	10,250,000.00	UNITED STATES TREASURY 06/10/2025	10,250,000.00		10,250,000.00
06/12/2025	Final Maturity	912797LN5	420,000.00	UNITED STATES TREASURY 06/12/2025	420,000.00		420,000.00
06/16/2025	Coupon	02582JKD1	215,000.00	AMXCA 2023-3 A 5.23 09/15/2028		937.04	937.04
06/16/2025	Coupon	36267KAD9	42,963.07	GMCAR 2023-3 A3 5.45 06/16/2028		197.12	197.12
06/16/2025	Principal Paydown	36267KAD9	42,963.07	GMCAR 2023-3 A3 5.45 06/16/2028	2,629.78		2,629.78
06/16/2025	Coupon	362955AD8	85,000.00	GMCAR 2025-1 A3 4.62 12/17/2029		327.25	327.25
06/16/2025	Coupon	47787CAC7	195,000.00	JDOT 2023-C A3 5.48 05/15/2028		890.50	890.50
06/16/2025	Principal Paydown	47787CAC7	195,000.00	JDOT 2023-C A3 5.48 05/15/2028	6,268.89		6,268.89
06/16/2025	Coupon	91282CEU1	500,000.00	UNITED STATES TREASURY 2.875 06/15/2025		7,187.50	7,187.50
06/16/2025	Final Maturity	91282CEU1	500,000.00	UNITED STATES TREASURY 2.875 06/15/2025	500,000.00		500,000.00
06/16/2025	Coupon	91282CGA3	340,000.00	UNITED STATES TREASURY 4.0 12/15/2025		6,800.00	6,800.00
06/20/2025	Coupon	379929AD4	31,558.63	GMALT 2023-3 A3 5.38 11/20/2026		143.54	143.54
06/20/2025	Principal Paydown	379929AD4	31,558.63	GMALT 2023-3 A3 5.38 11/20/2026	5,506.87		5,506.87
06/25/2025	Coupon	05592XAD2	32,559.39	BMWOT 2023-A A3 5.47 02/25/2028		150.45	150.45
06/25/2025	Principal Paydown	05592XAD2	32,559.39	BMWOT 2023-A A3 5.47 02/25/2028	2,272.90		2,272.90
06/26/2025	Final Maturity	912797NW3	350,000.00	UNITED STATES TREASURY 06/26/2025	350,000.00		350,000.00
June 2025 Total					**11,796,678.44**	**25,702.15**	**11,822,380.59**
JULY 2025							
07/03/2025	Final Maturity	912797NX1	250,000.00	UNITED STATES TREASURY 07/03/2025	250,000.00		250,000.00
07/09/2025	Coupon	02665WEY3	220,000.00	AMERICAN HONDA FINANCE CORP 4.95 01/09/2026		5,445.00	5,445.00
07/09/2025	Coupon	89115A2K7	260,000.00	TORONTO-DOMINION BANK 5.103 01/09/2026		6,633.90	6,633.90
07/15/2025	Coupon	02582JKD1	215,000.00	AMXCA 2023-3 A 5.23 09/15/2028		937.04	937.04
07/15/2025	Coupon	47787CAC7	195,000.00	JDOT 2023-C A3 5.48 05/15/2028		861.87	861.87
07/15/2025	Principal Paydown	47787CAC7	195,000.00	JDOT 2023-C A3 5.48 05/15/2028	13,539.34		13,539.34
07/15/2025	Coupon	91282CGE5	500,000.00	UNITED STATES TREASURY 3.875 01/15/2026		9,687.50	9,687.50
07/16/2025	Coupon	36267KAD9	42,963.07	GMCAR 2023-3 A3 5.45 06/16/2028		185.18	185.18
07/16/2025	Principal Paydown	36267KAD9	42,963.07	GMCAR 2023-3 A3 5.45 06/16/2028	2,573.38		2,573.38

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
07/16/2025	Coupon	362955AD8	85,000.00	GMCAR 2025-1 A3 4.62 12/17/2029		327.25	327.25
07/17/2025	Final Maturity	912797PE1	350,000.00	UNITED STATES TREASURY 07/17/2025	350,000.00		350,000.00
07/21/2025	Coupon	379929AD4	31,558.63	GMALT 2023-3 A3 5.38 11/20/2026		118.85	118.85
07/21/2025	Principal Paydown	379929AD4	31,558.63	GMALT 2023-3 A3 5.38 11/20/2026	5,266.55		5,266.55
07/23/2025	Coupon	6174468C6	260,000.00	MORGAN STANLEY 4.0 07/23/2025		5,200.00	5,200.00
07/23/2025	Final Maturity	6174468C6	260,000.00	MORGAN STANLEY 4.0 07/23/2025	260,000.00		260,000.00
07/25/2025	Coupon	05592XAD2	32,559.39	BMWOT 2023-A A3 5.47 02/25/2028		140.08	140.08
07/25/2025	Principal Paydown	05592XAD2	32,559.39	BMWOT 2023-A A3 5.47 02/25/2028	2,227.03		2,227.03
July 2025 Total					**883,606.29**	**29,536.68**	**913,142.97**
AUGUST 2025							
08/01/2025	Coupon	06051GFS3	265,000.00	BANK OF AMERICA CORP 3.875 08/01/2025		5,134.38	5,134.38
08/01/2025	Final Maturity	06051GFS3	265,000.00	BANK OF AMERICA CORP 3.875 08/01/2025	265,000.00		265,000.00
08/13/2025	Coupon	693475BB0	225,000.00	PNC FINANCIAL SERVICES GROUP INC 1.15 08/13/2026		1,293.75	1,293.75
08/15/2025	Coupon	02582JKD1	215,000.00	AMXCA 2023-3 A 5.23 09/15/2028		937.04	937.04
08/15/2025	Coupon	47787CAC7	195,000.00	JDOT 2023-C A3 5.48 05/15/2028		800.04	800.04
08/15/2025	Principal Paydown	47787CAC7	195,000.00	JDOT 2023-C A3 5.48 05/15/2028	10,280.56		10,280.56
08/15/2025	Coupon	91282CGL9	400,000.00	UNITED STATES TREASURY 4.0 02/15/2026		8,000.00	8,000.00
08/18/2025	Coupon	36267KAD9	42,963.07	GMCAR 2023-3 A3 5.45 06/16/2028		173.49	173.49
08/18/2025	Principal Paydown	36267KAD9	42,963.07	GMCAR 2023-3 A3 5.45 06/16/2028	2,382.43		2,382.43
08/18/2025	Coupon	362955AD8	85,000.00	GMCAR 2025-1 A3 4.62 12/17/2029		327.25	327.25
08/20/2025	Coupon	379929AD4	31,558.63	GMALT 2023-3 A3 5.38 11/20/2026		95.24	95.24
08/20/2025	Principal Paydown	379929AD4	31,558.63	GMALT 2023-3 A3 5.38 11/20/2026	5,031.04		5,031.04
08/21/2025	Final Maturity	912797PP6	500,000.00	UNITED STATES TREASURY 08/21/2025	500,000.00		500,000.00
08/25/2025	Coupon	05592XAD2	32,559.39	BMWOT 2023-A A3 5.47 02/25/2028		129.93	129.93
08/25/2025	Principal Paydown	05592XAD2	32,559.39	BMWOT 2023-A A3 5.47 02/25/2028	2,160.39		2,160.39
August 2025 Total					**784,854.42**	**16,891.13**	**801,745.55**
SEPTEMBER 2025							
09/02/2025	Coupon	30231GAT9	500,000.00	EXXON MOBIL CORP 3.043 03/01/2026		7,607.50	7,607.50
09/02/2025	Coupon	828807CV7	275,000.00	SIMON PROPERTY GROUP LP 3.5 09/01/2025		4,812.50	4,812.50
09/02/2025	Final Maturity	828807CV7	275,000.00	SIMON PROPERTY GROUP LP 3.5 09/01/2025	275,000.00		275,000.00
09/08/2025	Coupon	24422EWJ4	260,000.00	JOHN DEERE CAPITAL CORP 4.05 09/08/2025		5,265.00	5,265.00

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
09/08/2025	Final Maturity	24422EWJ4	260,000.00	JOHN DEERE CAPITAL CORP 4.05 09/08/2025	260,000.00		260,000.00
09/15/2025	Coupon	02582JKD1	215,000.00	AMXCA 2023-3 A 5.23 09/15/2028		937.04	937.04
09/15/2025	Coupon	47787CAC7	195,000.00	JDOT 2023-C A3 5.48 05/15/2028		753.09	753.09
09/15/2025	Principal Paydown	47787CAC7	195,000.00	JDOT 2023-C A3 5.48 05/15/2028	8,316.02		8,316.02
09/16/2025	Coupon	36267KAD9	42,963.07	GMCAR 2023-3 A3 5.45 06/16/2028		162.67	162.67
09/16/2025	Principal Paydown	36267KAD9	42,963.07	GMCAR 2023-3 A3 5.45 06/16/2028	2,337.49		2,337.49
09/16/2025	Coupon	362955AD8	85,000.00	GMCAR 2025-1 A3 4.62 12/17/2029		327.25	327.25
09/22/2025	Coupon	379929AD4	31,558.63	GMALT 2023-3 A3 5.38 11/20/2026		72.69	72.69
09/22/2025	Principal Paydown	379929AD4	31,558.63	GMALT 2023-3 A3 5.38 11/20/2026	5,792.17		5,792.17
09/25/2025	Coupon	05592XAD2	32,559.39	BMWOT 2023-A A3 5.47 02/25/2028		120.09	120.09
09/25/2025	Principal Paydown	05592XAD2	32,559.39	BMWOT 2023-A A3 5.47 02/25/2028	2,115.97		2,115.97
09/30/2025	Coupon	3130ARF55	3,000,000.00	FEDERAL HOME LOAN BANKS 2.6 03/30/2027		39,000.00	39,000.00
September 2025 Total					**553,561.66**	**59,057.83**	**612,619.48**
OCTOBER 2025							
10/15/2025	Coupon	009158BB1	275,000.00	AIR PRODUCTS AND CHEMICALS INC 1.5 10/15/2025		2,062.50	2,062.50
10/15/2025	Final Maturity	009158BB1	275,000.00	AIR PRODUCTS AND CHEMICALS INC 1.5 10/15/2025	275,000.00		275,000.00
10/15/2025	Coupon	02582JKD1	215,000.00	AMXCA 2023-3 A 5.23 09/15/2028		937.04	937.04
10/15/2025	Coupon	47787CAC7	195,000.00	JDOT 2023-C A3 5.48 05/15/2028		715.12	715.12
10/15/2025	Principal Paydown	47787CAC7	195,000.00	JDOT 2023-C A3 5.48 05/15/2028	9,719.42		9,719.42
10/15/2025	Coupon	91282CFP1	300,000.00	UNITED STATES TREASURY 4.25 10/15/2025		6,375.00	6,375.00
10/15/2025	Final Maturity	91282CFP1	300,000.00	UNITED STATES TREASURY 4.25 10/15/2025	300,000.00		300,000.00
10/16/2025	Coupon	36267KAD9	42,963.07	GMCAR 2023-3 A3 5.45 06/16/2028		152.06	152.06
10/16/2025	Principal Paydown	36267KAD9	42,963.07	GMCAR 2023-3 A3 5.45 06/16/2028	2,239.80		2,239.80
10/16/2025	Coupon	362955AD8	85,000.00	GMCAR 2025-1 A3 4.62 12/17/2029		327.25	327.25
10/20/2025	Coupon	379929AD4	31,558.63	GMALT 2023-3 A3 5.38 11/20/2026		46.72	46.72
10/20/2025	Principal Paydown	379929AD4	31,558.63	GMALT 2023-3 A3 5.38 11/20/2026	5,420.02		5,420.02
10/27/2025	Coupon	05592XAD2	32,559.39	BMWOT 2023-A A3 5.47 02/25/2028		110.44	110.44
10/27/2025	Principal Paydown	05592XAD2	32,559.39	BMWOT 2023-A A3 5.47 02/25/2028	2,036.12		2,036.12
October 2025 Total					**594,415.37**	**10,726.12**	**605,141.49**

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
NOVEMBER 2025							
11/17/2025	Coupon	02582JKD1	215,000.00	AMXCA 2023-3 A 5.23 09/15/2028		937.04	937.04
11/17/2025	Coupon	36267KAD9	42,963.07	GMCAR 2023-3 A3 5.45 06/16/2028		141.88	141.88
11/17/2025	Principal Paydown	36267KAD9	42,963.07	GMCAR 2023-3 A3 5.45 06/16/2028	2,188.92		2,188.92
11/17/2025	Coupon	362955AD8	85,000.00	GMCAR 2025-1 A3 4.62 12/17/2029		327.25	327.25
11/17/2025	Coupon	47787CAC7	195,000.00	JDOT 2023-C A3 5.48 05/15/2028		670.73	670.73
11/17/2025	Principal Paydown	47787CAC7	195,000.00	JDOT 2023-C A3 5.48 05/15/2028	10,415.45		10,415.45
11/17/2025	Coupon	91282CFW6	400,000.00	UNITED STATES TREASURY 4.5 11/15/2025		9,000.00	9,000.00
11/17/2025	Final Maturity	91282CFW6	400,000.00	UNITED STATES TREASURY 4.5 11/15/2025	400,000.00		400,000.00
11/20/2025	Coupon	379929AD4	31,558.63	GMALT 2023-3 A3 5.38 11/20/2026		22.42	22.42
11/20/2025	Effective Maturity	379929AD4	31,558.63	GMALT 2023-3 A3 5.38 11/20/2026	5,000.31		5,000.31
11/25/2025	Coupon	05592XAD2	32,559.39	BMWOT 2023-A A3 5.47 02/25/2028		101.16	101.16
11/25/2025	Principal Paydown	05592XAD2	32,559.39	BMWOT 2023-A A3 5.47 02/25/2028	1,876.66		1,876.66
November 2025 Total					**419,481.33**	**11,200.48**	**430,681.82**
DECEMBER 2025							
12/01/2025	Coupon	9128285N6	300,000.00	UNITED STATES TREASURY 2.875 11/30/2025		4,312.50	4,312.50
12/01/2025	Final Maturity	9128285N6	300,000.00	UNITED STATES TREASURY 2.875 11/30/2025	300,000.00		300,000.00
12/08/2025	Coupon	48125LRU8	250,000.00	JPMORGAN CHASE BANK NA 5.11 12/08/2026		6,387.50	6,387.50
12/15/2025	Coupon	02582JKD1	215,000.00	AMXCA 2023-3 A 5.23 09/15/2028		937.04	937.04
12/15/2025	Coupon	47787CAC7	195,000.00	JDOT 2023-C A3 5.48 05/15/2028		623.17	623.17
12/15/2025	Principal Paydown	47787CAC7	195,000.00	JDOT 2023-C A3 5.48 05/15/2028	7,734.59		7,734.59
12/15/2025	Coupon	91282CGA3	340,000.00	UNITED STATES TREASURY 4.0 12/15/2025		6,800.00	6,800.00
12/15/2025	Final Maturity	91282CGA3	340,000.00	UNITED STATES TREASURY 4.0 12/15/2025	340,000.00		340,000.00
12/16/2025	Coupon	36267KAD9	42,963.07	GMCAR 2023-3 A3 5.45 06/16/2028		131.94	131.94
12/16/2025	Principal Paydown	36267KAD9	42,963.07	GMCAR 2023-3 A3 5.45 06/16/2028	1,877.52		1,877.52
12/16/2025	Coupon	362955AD8	85,000.00	GMCAR 2025-1 A3 4.62 12/17/2029		327.25	327.25
12/25/2025	Coupon	05592XAD2	32,559.39	BMWOT 2023-A A3 5.47 02/25/2028		92.60	92.60
12/25/2025	Principal Paydown	05592XAD2	32,559.39	BMWOT 2023-A A3 5.47 02/25/2028	1,746.19		1,746.19
December 2025 Total					**651,358.29**	**19,612.01**	**670,970.30**
JANUARY 2026							

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
01/09/2026	Coupon	02665WEY3	220,000.00	AMERICAN HONDA FINANCE CORP 4.95 01/09/2026		5,445.00	5,445.00
01/09/2026	Final Maturity	02665WEY3	220,000.00	AMERICAN HONDA FINANCE CORP 4.95 01/09/2026	220,000.00		220,000.00
01/09/2026	Coupon	89115A2K7	260,000.00	TORONTO-DOMINION BANK 5.103 01/09/2026		6,633.90	6,633.90
01/09/2026	Final Maturity	89115A2K7	260,000.00	TORONTO-DOMINION BANK 5.103 01/09/2026	260,000.00		260,000.00
01/15/2026	Coupon	02582JKD1	215,000.00	AMXCA 2023-3 A 5.23 09/15/2028		937.04	937.04
01/15/2026	Coupon	47787CAC7	195,000.00	JDOT 2023-C A3 5.48 05/15/2028		587.85	587.85
01/15/2026	Principal Paydown	47787CAC7	195,000.00	JDOT 2023-C A3 5.48 05/15/2028	11,189.99		11,189.99
01/15/2026	Coupon	91282CGE5	500,000.00	UNITED STATES TREASURY 3.875 01/15/2026		9,687.50	9,687.50
01/15/2026	Final Maturity	91282CGE5	500,000.00	UNITED STATES TREASURY 3.875 01/15/2026	500,000.00		500,000.00
01/16/2026	Coupon	36267KAD9	42,963.07	GMCAR 2023-3 A3 5.45 06/16/2028		123.41	123.41
01/16/2026	Principal Paydown	36267KAD9	42,963.07	GMCAR 2023-3 A3 5.45 06/16/2028	1,844.31		1,844.31
01/16/2026	Coupon	362955AD8	85,000.00	GMCAR 2025-1 A3 4.62 12/17/2029		327.25	327.25
01/26/2026	Coupon	05592XAD2	32,559.39	BMWOT 2023-A A3 5.47 02/25/2028		84.64	84.64
01/26/2026	Principal Paydown	05592XAD2	32,559.39	BMWOT 2023-A A3 5.47 02/25/2028	1,641.98		1,641.98
January 2026 Total					**994,676.29**	**23,826.60**	**1,018,502.89**
FEBRUARY 2026							
02/13/2026	Coupon	693475BB0	225,000.00	PNC FINANCIAL SERVICES GROUP INC 1.15 08/13/2026		1,293.75	1,293.75
02/16/2026	Coupon	36267KAD9	42,963.07	GMCAR 2023-3 A3 5.45 06/16/2028		115.04	115.04
02/16/2026	Principal Paydown	36267KAD9	42,963.07	GMCAR 2023-3 A3 5.45 06/16/2028	1,823.48		1,823.48
02/16/2026	Coupon	362955AD8	85,000.00	GMCAR 2025-1 A3 4.62 12/17/2029		327.25	327.25
02/16/2026	Coupon	47787CAC7	195,000.00	JDOT 2023-C A3 5.48 05/15/2028		536.75	536.75
02/16/2026	Principal Paydown	47787CAC7	195,000.00	JDOT 2023-C A3 5.48 05/15/2028	10,186.28		10,186.28
02/17/2026	Coupon	02582JKD1	215,000.00	AMXCA 2023-3 A 5.23 09/15/2028		937.04	937.04
02/17/2026	Coupon	91282CGL9	400,000.00	UNITED STATES TREASURY 4.0 02/15/2026		8,000.00	8,000.00
02/17/2026	Final Maturity	91282CGL9	400,000.00	UNITED STATES TREASURY 4.0 02/15/2026	400,000.00		400,000.00
02/25/2026	Coupon	05592XAD2	32,559.39	BMWOT 2023-A A3 5.47 02/25/2028		77.16	77.16
02/25/2026	Principal Paydown	05592XAD2	32,559.39	BMWOT 2023-A A3 5.47 02/25/2028	1,620.16		1,620.16
February 2026 Total					**413,629.92**	**11,286.99**	**424,916.90**

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
MARCH 2026							
03/02/2026	Coupon	30231GAT9	500,000.00	EXXON MOBIL CORP 3.043 03/01/2026		7,607.50	7,607.50
03/02/2026	Final Maturity	30231GAT9	500,000.00	EXXON MOBIL CORP 3.043 03/01/2026	500,000.00		500,000.00
03/16/2026	Coupon	02582JKD1	215,000.00	AMXCA 2023-3 A 5.23 09/15/2028		937.04	937.04
03/16/2026	Coupon	36267KAD9	42,963.07	GMCAR 2023-3 A3 5.45 06/16/2028		106.76	106.76
03/16/2026	Principal Paydown	36267KAD9	42,963.07	GMCAR 2023-3 A3 5.45 06/16/2028	1,766.71		1,766.71
03/16/2026	Coupon	362955AD8	85,000.00	GMCAR 2025-1 A3 4.62 12/17/2029		327.25	327.25
03/16/2026	Coupon	47787CAC7	195,000.00	JDOT 2023-C A3 5.48 05/15/2028		490.23	490.23
03/16/2026	Principal Paydown	47787CAC7	195,000.00	JDOT 2023-C A3 5.48 05/15/2028	8,406.24		8,406.24
03/25/2026	Coupon	05592XAD2	32,559.39	BMWOT 2023-A A3 5.47 02/25/2028		69.77	69.77
03/25/2026	Principal Paydown	05592XAD2	32,559.39	BMWOT 2023-A A3 5.47 02/25/2028	1,575.11		1,575.11
03/30/2026	Coupon	3130ARF55	3,000,000.00	FEDERAL HOME LOAN BANKS 2.6 03/30/2027		39,000.00	39,000.00
March 2026 Total					**511,748.05**	**48,538.55**	**560,286.61**
APRIL 2026							
04/15/2026	Coupon	02582JKD1	215,000.00	AMXCA 2023-3 A 5.23 09/15/2028		937.04	937.04
04/15/2026	Coupon	47787CAC7	195,000.00	JDOT 2023-C A3 5.48 05/15/2028		451.84	451.84
04/15/2026	Principal Paydown	47787CAC7	195,000.00	JDOT 2023-C A3 5.48 05/15/2028	10,554.33		10,554.33
04/16/2026	Coupon	36267KAD9	42,963.07	GMCAR 2023-3 A3 5.45 06/16/2028		98.73	98.73
04/16/2026	Principal Paydown	36267KAD9	42,963.07	GMCAR 2023-3 A3 5.45 06/16/2028	1,851.45		1,851.45
04/16/2026	Coupon	362955AD8	85,000.00	GMCAR 2025-1 A3 4.62 12/17/2029		327.25	327.25
04/27/2026	Coupon	05592XAD2	32,559.39	BMWOT 2023-A A3 5.47 02/25/2028		62.59	62.59
04/27/2026	Principal Paydown	05592XAD2	32,559.39	BMWOT 2023-A A3 5.47 02/25/2028	1,618.90		1,618.90
April 2026 Total					**14,024.68**	**1,877.46**	**15,902.14**
Grand Total			**41,550,197.51**		**17,618,034.74**	**258,255.99**	**17,876,290.74**

IMPORTANT DISCLOSURES

City of Banning | Account #11089 | As of May 31, 2025

Chandler Asset Management, Inc. ("Chandler") is an SEC registered investment adviser. For additional information about our firm, please see our current disclosures (Form ADV). To obtain a copy of our current disclosures, you may contact your client service representative by calling the number on the front of this statement or you may visit our website at www.chandlerasset.com.

Information contained in this monthly statement is confidential and is provided for informational purposes only and should not be construed as specific investment or legal advice. The information contained herein was obtained from sources believed to be reliable as of the date of this statement, but may become outdated or superseded at any time without notice.

Custody: Your qualified custodian bank maintains control of all assets reflected in this statement and we urge you to compare this statement to the one you receive from your qualified custodian. Chandler does not have any authority to withdraw or deposit funds from/to the custodian account.

Valuation: Prices are provided by IDC, an independent pricing source. In the event IDC does not provide a price or if the price provided is not reflective of fair market value, Chandler will obtain pricing from an alternative approved third party pricing source in accordance with our written valuation policy and procedures. Our valuation procedures are also disclosed in Item 5 of our Form ADV Part 2A.

Performance: Performance results are presented gross-of-advisory fees and represent the client's Total Return. The deduction of advisory fees lowers performance results. These results include the reinvestment of dividends and other earnings. Past performance may not be indicative of future results. Therefore, clients should not assume that future performance of any specific investment or investment strategy will be profitable or equal to past performance levels. All investment strategies have the potential for profit or loss. Economic factors, market conditions or changes in investment strategies, contributions or withdrawals may materially alter the performance and results of your portfolio.

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Ratings: Ratings information have been provided by Moody's, S&P and Fitch through data feeds we believe to be reliable as of the date of this statement, however we cannot guarantee its accuracy.

Security level ratings for U.S. Agency issued mortgage-backed securities ("MBS") reflect the issuer rating because the securities themselves are not rated. The issuing U.S. Agency guarantees the full and timely payment of both principal and interest and carries a high rating by S&P, Moody's and Fitch respectively.

Benchmark	Disclosure
ICE BofA 0-1 Yr US Treasury Index	The ICE BAML 0-1 Year US Treasury Index tracks the performance of US Dollar denominated Sovereign debt publically issued by the US government in its domestic market with maturities less than two years. Qualifying securities must haveat least one month and less than one years remaining term to final maturity, a fixed coupon schedule and a minimum amount outstanding of $1 billion. (Index: G0QA. Please visit www.mlindex.ml.com for more information)

State of California
Pooled Money Investment Account
Market Valuation
5/31/2025

Description	Carrying Cost Plus Accrued Interest Purch.	Fair Value	Accrued Interest
United States Treasury:			
Bills	$ 45,564,078,040.78	$ 45,961,568,430.50	NA
Notes	$ 43,268,662,162.03	$ 43,377,802,112.00	$ 430,419,269.50
Federal Agency:			
SBA	$ 223,245,669.54	$ 226,115,992.58	$ 892,317.36
MBS-REMICs	$ 1,087,384.32	$ 1,076,576.81	$ 4,743.62
Debentures	$ 6,825,660,283.48	$ 6,816,848,650.00	$ 66,790,804.50
Debentures FR	$ -	$ -	$ -
Debentures CL	$ 2,900,000,000.00	$ 2,902,818,000.00	$ 24,319,783.50
Discount Notes	$ 28,404,055,736.03	$ 28,646,520,100.00	NA
Supranational Debentures	$ 3,680,324,110.27	$ 3,678,762,000.00	$ 36,401,591.70
Supranational Debentures FR	$ -	$ -	$ -
CDs and YCDs FR	$ -	$ -	$ -
Bank Notes			
CDs and YCDs	$ 16,050,000,000.00	$ 16,043,568,402.73	$ 168,870,569.47
Commercial Paper	$ 12,336,261,722.23	$ 12,430,366,430.44	NA
Corporate:			
Bonds FR	$ -	$ -	$ -
Bonds	$ 1,019,874,145.06	$ 1,016,756,700.00	$ 9,407,486.30
Repurchase Agreements	$ -	$ -	$ -
Reverse Repurchase	$ -	$ -	$ -
Time Deposits	$ 5,281,000,000.00	$ 5,281,000,000.00	NA
PMIA & GF Loans	$ 236,264,000.00	$ 236,264,000.00	NA
TOTAL	$ 165,790,513,253.74	$ 166,619,467,395.06	$ 737,106,565.95

Fair Value Including Accrued Interest $ 167,356,573,961.01

Repurchase Agreements, Time Deposits, PMIA & General Fund loans, and
Reverse Repurchase agreements are carried at portfolio book value (carrying cost).

PMIA/LAIF Performance Report as of 06/11/25

Quarterly Performance Quarter Ended 3/31/25

LAIF Apportionment Rate[2]:	4.48
LAIF Earnings Ratio[2]:	0.00012266258268207
LAIF Administrative Cost[1]*:	0.26
LAIF Fair Value Factor[1]:	1.000849191
PMIA Daily[1]:	4.30
PMIA Quarter to Date[1]:	4.34
PMIA Average Life[1]:	244

PMIA Average Monthly Effective Yields[1]

May	**4.272**
April	4.281
March	4.313
February	4.333
January	4.366
December	4.434

Pooled Money Investment Account Monthly Portfolio Composition [1] 5/31/25 $166.7 billion

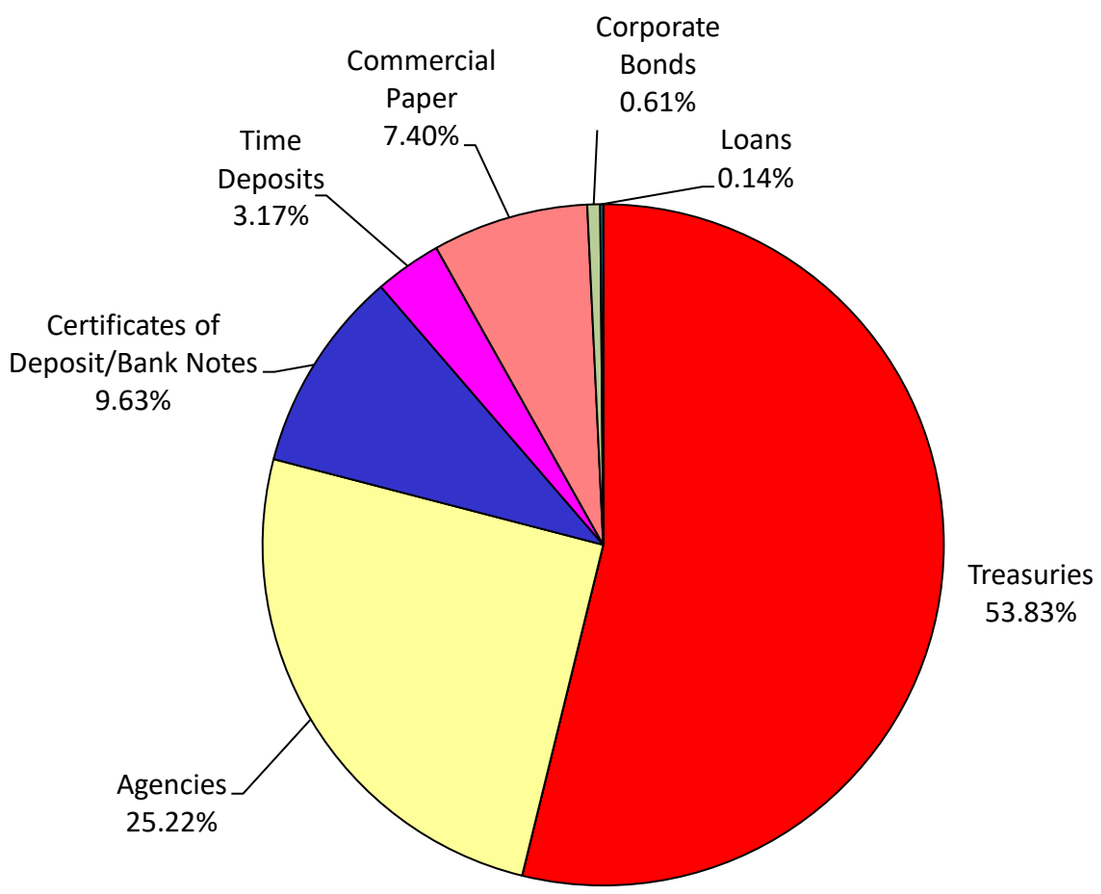

Chart does not include $1,087,000.00 in mortgages, which equates to 0.001%. Percentages may not total 100% due to rounding.

Daily rates are now available here. **View PMIA Daily Rates**

Notes: The apportionment rate includes interest earned on the CalPERS Supplemental Pension Payment pursuant to Government Code 20825 (c)(1) and interest earned on the Wildfire Fund loan pursuant to Public Utility Code 3288 (a).

**The percentage of administrative cost equals the total administrative cost divided by the quarterly interest earnings. The law provides that administrative costs are not to exceed 5% of quarterly EARNINGS of the fund. However, if the 13-week Daily Treasury Bill Rate on the last day of the fiscal year is below 1%, then administrative costs shall not exceed 8% of quarterly EARNINGS of the fund for the subsequent fiscal year.*

Source:
[1] State of California, Office of the Treasurer
[2] State of California, Office of the Controller

CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Arturo Vela, Acting City Manager**
PREPARED BY:	**Yvette Vaca, Administrative Sergeant** **Vincent Avila, Chief of Police**
MEETING DATE:	**August 26, 2025**
SUBJECT:	**Receive and File Police Department Statistics for the Months of June and July 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 June (32).pdf
2. Group A Offense Report July (33).pdf
3. STATS - JULY 2025.pdf
4. STATS-JUNE 2025.pdf

Group A Offense Report

Beginning Date: 06/01/2025 **Ending Date: 06/30/2025**

Agency: All

Offense	Reported in 2025	Reported in 2024	Percent Change	Offenses Cleared	Percent Cleared	Percent Of Category	Rate Per 100,000*
Murder	0	1	-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	0	1	-100.00%	0	0.00%	0.00%	0.00
Sodomy	1	0	NA	0	0.00%	4.00%	3.13
Sexual Assault with Object	0	0	NA	0	0.00%	0.00%	0.00
Fondling	0	0	NA	0	0.00%	0.00%	0.00
Aggravated Assault	9	11	-18.18%	6	66.67%	36.00%	28.13
Simple Assault	14	7	100.00%	6	42.86%	56.00%	43.75
Intimidation	0	1	-100.00%	0	0.00%	0.00%	0.00
Kidnapping/Abduction	1	0	NA	1	100.00%	4.00%	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	**25**	**21**	**19.05%**	**13**	**52%**	**39.68%**	**78.13**
Robbery	2	3	-33.33%	0	0.00%	7.41%	6.25
Burglary/Breaking & Entering	1	7	-85.71%	1	100.00%	3.70%	3.13
Larceny/Theft Offenses	8	12	-33.33%	0	0.00%	29.63%	25.00
Motor Vehicle Theft	7	2	250.00%	0	0.00%	25.93%	21.88
Arson	0	0	NA	0	0.00%	0.00%	0.00
Destruction Of Property	8	11	-27.27%	2	25.00%	29.63%	25.00
Counterfeiting/Forgery	1	0	NA	0	0.00%	3.70%	3.13
Fraud Offense	0	1	-100.00%	0	0.00%	0.00%	0.00
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	0	0	NA	0	0.00%	0.00%	0.00
Crimes Against Property Total	**27**	**37**	**-27.03%**	**3**	**11.11%**	**42.86%**	**84.38**
Drug/Narcotic Violations	4	5	-20.00%	4	100.00%	36.36%	12.50
Drug Equipment Violations	6	5	20.00%	6	100.00%	54.55%	18.75
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**	**15**	**-26.67%**	**11**	**100%**	**17.46%**	**34.38**
Total Group "A" Offenses	**63**	**73**	**-13.7%**	**27**	**42.86%**	**100%**	**196.88**

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

* Adjusted population base: 32,000

Group A Offense Report

Beginning Date: 07/01/2025 **Ending Date: 07/31/2025**

Agency: BANNING PD

Offense	Reported in 2025	Reported in 2024	Percent Change	Offenses Cleared	Percent Cleared	Percent Of Category	Rate Per 100,000*
Murder	0	0	NA	0	0.00%	0.00%	0.00
Negligent Manslaughter	0	0	NA	0	0.00%	0.00%	0.00
Justifiable Homicide	0	0	NA	0	0.00%	0.00%	0.00
Non-consensual Sex Offenses:							
Rape	0	1	-100.00%	0	0.00%	0.00%	0.00
Sodomy	0	0	NA	0	0.00%	0.00%	0.00
Sexual Assault with Object	0	0	NA	0	0.00%	0.00%	0.00
Fondling	0	0	NA	0	0.00%	0.00%	0.00
Aggravated Assault	3	10	-70.00%	2	66.67%	30.00%	9.38
Simple Assault	5	3	66.67%	3	60.00%	50.00%	15.63
Intimidation	2	0	NA	0	0.00%	20.00%	6.25
Kidnapping/Abduction	0	0	NA	0	0.00%	0.00%	0.00
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	**10**	**14**	**-28.57%**	**5**	**50%**	**30.3%**	**31.25**
Robbery	0	1	-100.00%	0	0.00%	0.00%	0.00
Burglary/Breaking & Entering	3	6	-50.00%	1	33.33%	13.04%	9.38
Larceny/Theft Offenses	6	15	-60.00%	2	33.33%	26.09%	18.75
Motor Vehicle Theft	7	6	16.67%	1	14.29%	30.43%	21.88
Arson	0	1	-100.00%	0	0.00%	0.00%	0.00
Destruction Of Property	5	10	-50.00%	2	40.00%	21.74%	15.63
Counterfeiting/Forgery	0	0	NA	0	0.00%	0.00%	0.00
Fraud Offense	0	1	-100.00%	0	0.00%	0.00%	0.00
Embezzlement	0	0	NA	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	2	2	0.00%	2	100.00%	8.70%	6.25
Crimes Against Property Total	**23**	**42**	**-45.24%**	**8**	**34.78%**	**69.7%**	**71.88**
Drug/Narcotic Violations	0	8	-100.00%	0	0.00%	0.00%	0.00
Drug Equipment Violations	0	9	-100.00%	0	0.00%	0.00%	0.00
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	0	11	-100.00%	0	0.00%	0.00%	0.00
Animal Cruelty	0	0	NA	0	0.00%	0.00%	0.00
Crimes Against Society Total	**0**	**28**	**-100%**	**0**	**0.00%**	**0.00%**	**0**
Total Group "A" Offenses	**33**	**84**	**-60.71%**	**13**	**39.39%**	**100%**	**103.13**

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

* Adjusted population base: 32,000

BANNING POLICE DEPARTMENT
JULY, 2025

CRIME	Jul-25	Jul-24	% CHGE	YTD-25	YTD-24	% CHGE
PART 1 CRIMES						
Homicide	0	0	0%	4	2	100%
Rape	0	0	0%	3	4	-25%
Robbery	0	0	0%	8	3	167%
Assaults Agg/Simp	8	13	-38%	93	115	-19%
Burglary	3	6	-50%	21	81	-74%
Vehicle Theft	7	6	0%	35	56	-38%
Larceny	6	15	-60%	66	140	-53%
OTHER						
Narcotics	2	18	-89%	37	67	-45%
DUI	1	5	-80%	18	13	38%
T/C Non-Injury	1	13	-92%	85	104	-18%
T/C Injury	0	1	-100%	26	27	-4%
T/C Fatal	0	0	0%	0	0	0%
Transient Calls	204	157	30%	1133	1043	9%
Unattended Death	2	3	-33%	20	21	-5%
246PC	0	0	0%	32	33	-3%
Citations	151	132	14%	774	521	49%
Total Incidents	3405	3375	1%	20994	20414	3%

BANNING POLICE DEPARTMENT
JUNE, 2025

CRIME	Jun-25	Jun-24	% CHGE	YTD-25	YTD-24	% CHGE
PART 1 CRIMES						
Homicide	1	0	100%	4	2	100%
Rape	1	1	0%	3	4	-25%
Robbery	4	0	400%	8	3	167%
Assaults Agg/Simp	11	14	-21%	85	102	-17%
Burglary	7	12	-42%	18	75	-76%
Vehicle Theft	2	13	-85%	28	50	-44%
Larceny	12	21	-43%	60	125	-52%
OTHER						
Narcotics	9	12	-25%	35	49	-29%
DUI	5	0	500%	17	8	113%
T/C Non-Injury	24	17	41%	84	91	-8%
T/C Injury	5	1	400%	26	26	0%
T/C Fatal	0	0	0%	0	0	0%
Transient Calls	200	159	26%	929	886	5%
Unattended Death	2	3	-33%	18	18	0%
246PC	0	0	0%	32	33	-3%
Citations	169	98	72%	623	389	60%
Total Incidents	3135	3066	2%	17589	17039	3%

CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Arturo Vela, Acting City Manager**
PREPARED BY:	**Sandra Calderon, Acting Administrative City Clerk** **Todd Hopkins, CalFire Division Chief**
MEETING DATE:	**August 26, 2025**
SUBJECT:	**Receive and File Fire Protection Services Statistics for the Month of June and July 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. June report_Banning.pdf
2. July report_Banning.pdf

Riverside County Fire Department/ CAL FIRE

Jurisdiction Summary for City of Banning

Bill Weiser

Fire Chief

6/1/2025 to 6/30/2025

Incident Response Activity

***At least 1 Resource Dispatched**

Incident Type	#
False Alarm	21
Medical	362
Other Fire	8
Public Service Assist	47
Res Fire	1
Rescue	1
Ringing Alarm	2
Standby	4
Traffic Collision	15
Vehicle Fire	3
Wildland Fire	7
Incident Total	**471**

Average Enroute to On-Scene Time

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

<5 Minutes: 230

+5 Minutes: 81

+10 Minutes: 6

+20 Minutes: 0

Average Min: 4.43

% 0 to 5 Min: 72.56

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	293
Total:	**293**

Mutual Aid Given

Engine	152
Total:	**152**

Mutual Aid Received

	16
Breathing Support	1
Brush	2
Chief	13
Engine	253
Patrol	10
Squad	34
Truck/Quint	6
Total:	**335**

Truck Report

MRFT1 recorded 6 responses in City of Banning from 6/1/2025 1:40:10 PM to 6/30/2025 1:40:10 PM

Significant Incidents

25CARRU091372 6/9/2025 2:19:00AM	CALFIRE Riverside County Fire Department were dispatched to a residential structure at the above address. The first company office on scene reported a working attic fire. Firefighters contained the fire to the attic 20 minutes after arrival. There were no injuries of firefighters or civilians. Red Cross is providing assistance to three displaced adults.

Riverside County Fire Department/ CAL FIRE

Jurisdiction Summary for City of Banning

Bill Weiser

Fire Chief

7/1/2025 to 7/31/2025

Incident Response Activity

***At least 1 Resource Dispatched**

Incident Type	#
False Alarm	13
Medical	411
Other Fire	6
Other Misc	1
Public Service Assist	53
Res Fire	1
Ringing Alarm	1
Standby	4
Traffic Collision	17
Vehicle Fire	4
Wildland Fire	14
Incident Total	**525**

Average Enroute to On-Scene Time

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

<5 Minutes: 278

+5 Minutes: 71

+10 Minutes: 13

+20 Minutes: 1

Average Min: 4.31

% 0 to 5 Min: 74.73

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	324
Total:	**324**

Mutual Aid Given

Engine	172
Total:	**172**

Mutual Aid Received

	26
Brush	7
Chaplain	1
Chief	19
Crew	3
Dozer	2
Engine	297
Patrol	9
Squad	26
Truck/Quint	8
Water Tender	6
Total:	**404**

Truck Report

MRFT1 recorded 8 responses in City of Banning from 7/1/2025 1:40:10 PM to 7/31/2025 1:40:10 PM

Significant Incidents

25CARRU107164 7/7/2025 12:48:00PM	CAL FIRE/Riverside County Fire Department responded to the above location for multiple reports of a vegetation fire. The first arriving Company Officer reported 1 acre of light fuels, burning in a northerly direction, at a moderate rate of spread. The fire was contained to 12.9 acres by multiple resources including fire engines, hand crews, bulldozers and aircraft. Firefighters will remain on scene for approximately two hours extinguishing hot spots and improving control lines.
25CARRU120161 7/31/2025 3:29:00PM	CAL FIRE/Riverside County Firefighters were dispatched to a reported structure fire at the above location. The first Chief Officer at scene reported a doublewide mobile home with smoke coming from the rooftop A/C unit. Shortly thereafter, heavy smoke and fire were coming from the roof. Firefighters were able to contain the fire within 30 minutes. All occupants were safely able to exit the structure. One neighboring structure had minor damage to the carport and vehicle in the driveway. One firefighter was transported to the local hospital with general weakness. City of Banning Building and Safety will need to come and red tag the structure. The homeowner did require the assistance of Red Cross.

CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Arturo Vela, Acting City Manager**
PREPARED BY:	**Brandon Smith, Lieutenant** **Vince Avila, Chief of Police**
MEETING DATE:	**August 26, 2025**
SUBJECT:	**Annual Report on the Banning Police Department Military Equipment Pursuant to California Assembly Bill 481**

RECOMMENDATION:

Receive and file.

BACKGROUND:

On May 10, 2022, the Banning City Council approved and adopted Ordinance 1582, authorizing the Banning Police Department to acquire and use military equipment pursuant to Assembly Bill 481 and Government Code § 7070, et seq. To comply with Assembly Bill 481 the Banning Police Department maintains a department policy related to military equipment (Banning Police Policy § 708 - Military Equipment) and produces an annual report for current military equipment in inventory. Once acknowledged by City Council, the report is then made publicly available, to include a future public meeting to be held at the Banning Police Department for members of the public to ask questions about the program/equipment and published on the City of Banning website under the Banning Police Department.

JUSTIFICATION:

The acknowledgement of the annual military equipment inventory keeps the Banning Police Department and City of Banning in compliance with the provisions of Assembly Bill 481 and Government Code § 7070, et seq.

FISCAL IMPACT:

None.

ALTERNATIVES:

The City Council may choose to reject staff's recommendation and provide alternative direction.

BUDGETED?:

No

CONTRACT/AGREEMENT:

No

ATTACHMENTS:

1. AB 481 Equipment 2025.pdf

2. Banning Police Policy 708 - Military_Equipment.pdf

Banning Police Department
125 E. Ramsey Street, Banning CA 92220 (951)922-3170

MILITARY EQUIPMENT (SPECIALIZED EQUIPMENT) INVENTORY AND FISCAL IMPACT

2025 ASSEMBLY BILL 481 REPORT

The following constitutes a list of qualifying specialized equipment currently available for use by the Banning Police Department, deemed to be "Military Equipment" under Section 7070 of the California Government Code:

Unmanned, Remotely Piloted, Powered Vehicles (Govt Code 7070(c)(1)): Remotely piloted machines operating on the ground or in the air (e.g., aerial drones and robots), utilized to enhance the safety of community members and officers.

1. **Description, capabilities, quantity, and cost:**

    a. **DJI MAVIC MINI –** Miniature UAS that weighs approximately 249 grams and can record video and audio. Approximately 30-minute flight time.
    Cost: $400.00 (Lifespan 3-5 years)
    Quantity: 2

    b. **DJI MAVIC ENTERPRISE DUALS –** UAS that has a color and infrared camera, light, and audible loudspeaker. Capable of video recording. Weighs 899 grams and has an approximately 30-minute flight time.
    Cost: $8,500.00 (Lifespan 3-5 years)
    Quantity: 1

    c. **Applied Research Associates (ARA) Pointman –** Compact, military grade tactical robot that keeps the operator at a safe distance while providing video surveillance of multi-story structures, facility perimeters and vehicles. 19" wide, 13" long, 6.75" tall, and 18 pounds. Approximately 5-6 hour run time.
    Cost: 23K-35K
    Quantity: 1

2. **Purpose:**

To be deployed when its view would assist officers or incident commanders with the following situations, which include but are not limited to:

- **a.** Post-incident crime scene preservation and documentation,
- **b.** Response to hazardous materials spills,
- **c.** Traffic collision investigations,
- **d.** Search and Rescue (SAR) missions as defined in the Department Policy Manual,
- **e.** Public safety and life preservation missions to include, but not limited to barricaded suspects, hostage situations, active shooters, apprehension of armed and dangerous and/or violent suspects, and high-risk search warrants,
- **f.** Disaster response and recovery to include natural or human-caused disasters including a full overview of a disaster area for post-incident analysis and documentation,
- **g.** Training flights in support of the Department UAS Training Manual,
- **h.** For fire response and prevention,
- **i.** When there is reasonable belief that (1) the UAS may record images of a place, thing, condition, or event; and (2) that those images would be relevant in proving that a crime had occurred or is occurring, or that a particular person committed or is committing a crime and use of the UAS does not infringe upon the reasonable expectation of privacy,
- **j.** Pursuant to a search warrant,
- **k.** Inspection of Banning city property and facilities, to include locations designated under the US Department of Homeland Security's Critical Infrastructure Sectors,
- **l.** Production of video for the Department and other city departments for promotional, educational, and/or training purposes.

3. **Authorized Use:**

Only assigned operators who have completed the required training shall be permitted to operate any UAS during approved missions.

4. **Training:**

All Department UAS operators will be licensed by the Federal Aviation Administration for UAS operation under 14CFR Part 107. In addition, each operator must attend ongoing training.

5. **Legal and Procedural Rules:**

   The Department will only deploy the UAS for official law enforcement purposes or approved missions pursuant to applicable Federal & State laws, Banning PD Policy, and in a manner that respects the privacy of our community.

Mobile Command Vehicle (MCV) (Govt Code 7070(c)(5)): This vehicle is used during critical incidents as a field-based command post and community outreach events.

1. **Description, capabilities, quantity, and cost:**

   The MCV is a 2006 Ford chassis, Winnebago Industries SHE motorhome. The vehicle is 30’ long, 12’ tall, 9’ wide, and has a 20,500-pound GVWR. The vehicle can operate as a mobile briefing room, mobile dispatch center, and major incident command post.
   Cost: $100,000 new
   Quantity: 1

2. **Purpose:**

   Used for critical incidents based on the circumstances of a specific event, large events, or natural disasters to serve the community effectively and efficiently.

3. **Authorized Use:**

   Only personnel trained in the use and deployment of the MCV shall drive the vehicle under the direction of the Watch Commander, Incident Commander, Detective Bureau, or their designee. Situations where the MCV may be deployed include but are not limited to critical incidents, natural disasters, community outreach events and emergencies.

4. **Expected Lifespan:**

   The MCV's estimated lifespan is 15 years; however, upgrades are required at 5-year intervals to maintain communications and IT systems.

5. **Fiscal Impact:**

   The MCV was purchased in 2007 using general funding. Annual maintenance cost is estimated to be $5,500.

6. **Training:**

   Drivers/Operators shall receive safe handling and maneuvering training. Once the operator has shown competence in vehicle handling, the driver/operator will drive the vehicle with an experienced driver throughout the city.

7. **Legal and Procedural Rules:**

   Command and control vehicles will only be operated by department members who have been trained in their operation and according to Department Policy.

Armored Vehicle (Govt Code 7070(c)(2)): This vehicle is used during critical incidents where the need for armored protection is needed.

1. **Description, capabilities, quantity, and cost:**

   The Armored Vehicle is a 1992 Ford F700, fully armored vehicle.
   Cost: $0 (Donated retired Armored Bank Vehicle)
   Quantity: 1

2. **Purpose:**

   Used for critical incidents based on the circumstances of a specific event, large events, or natural disasters to serve the community effectively and efficiently. Provides armored safety for officers and citizens when deployed.

3. **Authorized Use:**

   Only personnel trained in the use and deployment of the Armored Vehicle shall drive the vehicle under the direction of the Watch Commander, Incident Commander, Detective Bureau, or their designee. Situations where the Armored Vehicle may be deployed include but are not limited to critical incidents, natural disasters, community outreach events and emergencies.

4. **Expected Lifespan:**

   The Armored Vehicle's estimated lifespan is 20 years; however, regular maintenance has extended the life and use capabilities of the vehicle.

5. **Fiscal Impact:**

   The Armored Vehicle was donated to the Banning Police Department as a retired Armored Bank Vehicle. Annual maintenance cost is estimated to be $5,500.

6. **Training:**

   Drivers/Operators shall receive safe handling and maneuvering training. Once the operator has shown competence in vehicle handling, the driver/operator will drive the vehicle with an experienced driver throughout the city.

7. **Legal and Procedural Rules:**

   Command and control vehicles will only be operated by department members who have been trained in their operation and according to Department Policy.

Less Lethal 12 Gauge Shotgun and Munitions (Govt Code 7070(c)(14)): Less lethal shotguns are utilized by Department personnel as a less-lethal tool to deploy less-lethal impact munitions.

1. **Description, capabilities, quantity, and cost:**

   a. The Banning Police Department utilizes both the Remington 870 and Mossberg A590 pump action, 12-gauge shotguns. These shotguns are outfitted with orange stocks and foregrips to be clearly marked as a less lethal tool. It will fire a 12 gauge drag stabilized bean bag.
   Cost: $600.00 Remington 870 / Mossberg A590 $600.00
   Quantity: 13

   b. Drag Stabilized 12-gauge Bean Bag Round – The Drag Stabilized™ 12-Gauge Round is a translucent 12-Gauge shell loaded with a 40-Gram tear shaped bag made from a cotton and ballistic material blend and filled with #9 shot. This design utilizes four stabilizing tails and utilizes smokeless powder as the propellant. The 12-Gauge Drag Stabilized Round has secured its place as the Law Enforcement Communities' number one choice for specialty impact munitions. This round has a velocity of 270 fps with a maximum effective range of 75 feet.
   Cost: $9.20 per round
   Quantity: 500

2. **Purpose:**

   Lawful application of force delivered with the intent to subdue or render non-threatening. The less lethal munitions may be used as an option to de-escalate a potentially dangerous/deadly situation, with a reduced potential for death or serious injury to all persons involved. It is accepted that the probability exists for bodily harm to occur. However, it must also be accepted that the application of such force may be the only alternative to using lethal force to stop the subject's actions.

3. **Authorized Use**:

   Situations where the deployment of less-lethal impact or chemical munitions is authorized include but are not limited to:
   - **a.** Self-destructive, dangerous, and/or combative individuals.
   - **b.** Riot/crowd control and civil unrest incidents where the criminal behavior involved exceeds a failure to disburse or curfew violation.
   - **c.** Circumstances where a tactical advantage could be obtained.
   - **d.** Tactical situations involving the deployment of the Department personnel.

4. **Expected Lifespan:**

   The less lethal shotguns have an expected lifespan of approximately 15 years depending upon use.

5. **Fiscal Impact:**

   Annual maintenance is approximately $50 each.

6. **Training:**

   Prior to deploying 12-gauge less lethal shotguns and munitions, members must complete a certified course in the operation of 12-gauge less lethal shotguns and munitions which is conducted by Banning Police Department Certified Range Staff. Additionally, all members that operate any Less Lethal Devices are required to pass a qualification course of instruction according to department policy.

7. **Legal and Procedural Rules:**

   The Department will only utilize less lethal devices in accordance with State and federal law and Department policy.

Pepper Ball Launcher and Munitions (Govt Code 7070(c)(12)): A device that allows a law enforcement officer to maintain distance from an assailant or crowd.

1. **Description, capabilities, quantity, and cost:**

   a. Pepper ball Launcher FTC- Semi-automatic, compressed air operated launcher, gravity feed, steel barrel with charging handle. Safety is a push button, cross bolt trigger safety. It will launch a standard Pepper ball projectile. The projectiles are fired at a velocity of between 300 to 350 feet per second. It has approximately 8-to-12-foot pounds of kinetic energy. The target range is 0-60 feet (individual), and a maximum range of 150 feet (area of saturation).
   Cost: $989.00 each with a loader
   Quantity: 8

   b. Pepper Ball Inert Practice Projectiles- Projectiles contain a harmless, scented powder, best suited for practice or direct impact when chemical exposure is not desired, are .68 caliber, and weigh 3 grams.
   Cost: $1.56 each
   Quantity: 375

   c. Live Projectiles- Projectiles contain 2.0% PAVA. It is effective for direct impact and area saturation. It is .68 caliber and weighs 3 grams.
   Cost: $2.40 each
   Quantity: 375

2. **Purpose:**

   Lawful application of force delivered with the intent to subdue or render non-threatening. The less lethal munitions may be used as an option to de-escalate a potentially dangerous/deadly situation, with a reduced potential for death or serious injury to all persons involved. It is accepted that the probability exists for bodily harm to occur. However, it must also be accepted that the application of such force may be the only alternative to using lethal force to stop the subject's actions.

3. **Authorized Use:**

   Situations where the deployment of less-lethal impact or munitions is authorized include but are not limited to:

   a. Self-destructive, dangerous, and/or combative individuals.

b. Riot/crowd control and civil unrest incidents where the criminal behavior involved exceeds a failure to disburse or curfew violation.
c. Circumstances where a tactical advantage can be obtained.

4. **Expected Lifespan:**

    a. Pepper ball FTC Launcher: 20 years
    b. All Pepper ball projectiles have a life span of 3 years.

5. **Fiscal Impact:**

    Annual maintenance for the Pepper ball FTC Launcher is approximately $50 each.

6. **Training:**

    Prior to deploying the Pepper Ball Launcher and its munitions, members must complete a certified course in the operation of the Pepper Ball Launcher. Additionally, all members that operate any Less Lethal Devices are required to pass a qualification course of instruction according to department policy.

7. **Legal and Procedural Rules:**

    The Department will only utilize less lethal devices in accordance with State and Federal law and Department policy.

40MM / 37MM Launchers and Munitions (Govt Code 7070(c)(14)): 40MM Launchers are utilized by Department personnel as a less-lethal tool to deploy less-lethal impact munitions.

1. **Description, capabilities, quantity, and cost:**

    a. Federal Laboratories 37MM launcher. This is a single shot launcher with break-action loading. The safety features are a push button and cross-bolt trigger safety. It will fire standard 37MM less-lethal 37MM less-lethal round up to 150 feet.
    Cost: $975.00
    Quantity: 1

    b. Defense Technologies 40MM launcher. This is a single shot launcher with break-action loading. The safety features are a push button and cross-bolt trigger safety. It will fire standard 40MM less-lethal 40MM less-lethal round up to 150 feet.

Cost: $1265.00
Quantity: 8

c. Defense Technologies, 40MM Exact Impact Sponge Round. A less lethal 40MM sponge round that is smokeless, and 4 inches long. The 40MM sponge projectile is fired from a single or multi-round purpose-built 40MM Launcher. The 60-gram sponge baton is a projectile delivering a blunt trauma effect. The 40MM exact impact sponge round provides accurate and effective performance when fired from the approved distance of not less than three (5) feet from the target. The optimal Range for the 40MM sponge round is 10 to 75 feet.
Cost: $22.02, per round
Quantity: 96

2. Purpose:

Lawful application of force delivered with the intent to subdue or render non-threatening. The less lethal munitions may be used as an option to de-escalate a potentially dangerous/deadly situation, with a reduced potential for death or serious injury to all persons involved. It is accepted that the probability exists for bodily harm to occur. However, it must also be accepted that the application of such force may be the only alternative to using lethal force to stop the subject's actions.

3. Authorized Use:

Situations where the deployment of less-lethal impact or chemical munitions is authorized include but are not limited to:

a. Self-destructive, dangerous, and/or combative individuals.
b. Riot/crowd control and civil unrest incidents where the criminal behavior involved exceeds a failure to disburse or curfew violation.
c. Circumstances where a tactical advantage could be obtained.
d. Tactical situations involving the deployment of the Department personnel.

4. Expected Lifespan:

a. Federal Laboratories and Defense Technology are both 20 years.
b. Ammunition: 5 years.

5. Fiscal Impact:

Annual maintenance is approximately $50 each.

6. **Training:**

   Prior to deploying 40MM Launchers and Munitions, members must complete a POST-certified course in the operation of 40MM Launchers and Munitions. Additionally, all members that operate any Less Lethal Devices are required to pass a qualification course of instruction according to department policy.

7. **Legal and Procedural Rules:**

   The Department will only utilize less lethal devices in accordance with State and federal law and Department policy.

Rifles and Ammunition (Govt Code 7070(c)(10)): Shoulder-fired firearms with rifling cut into their barrels are intended to cause projectiles to spin, improving accuracy over a long distance.

1. **Description, capabilities, quantity, and cost:**

   AR-15 Style .223/5.56 Rifle. A lightweight, shoulder-fired, magazine-fed, gas-operated rifle with a long spirally grooved barrel intended to make a bullet spin and thereby have greater accuracy over a long distance with greater ballistic capabilities than a pistol. Modular accessories aiding operation and use may vary on each rifle.

   a. Colt AR15 M4 Rifles
   Cost: $0 - Government funded 10-33 Program
   Quantity: 4

   b. Colt M16 Rifles
   Cost: $0 - Government funded 10-33 Program
   Quantity: 6

   c. M14 Rifles
   Cost: $0 - Government funded 10-33 Program
   Quantity: 7

2. **Purpose:**

   A precision weapon is used to address a threat with better accuracy at greater distances than a handgun.

3. **Authorized Use:**

   Members who are POST-certified in the use of rifles are authorized to deploy them in the field, except in emergency situations.

4. **Expected Lifespan:**

   The rifles listed above have an expected lifespan of approximately 12 years depending upon use.

5. **Fiscal Impact:**

   Annual maintenance for each rifle is approximately $50.00.

6. **Training:**

   Prior to deploying a rifle, members must complete a POST-certified course on its operation. Additionally, all members are required to pass a rifle range qualification according to department policy.

7. **Legal and Procedural Rules:**

   The Department will only utilize firearms in accordance with State law, Federal law, and Department policy.

Specialized Firearms and Ammunition (Govt Code 7070(c)(10)): Heckler & Koch 9mm MP5. Less than .50 caliber, including firearms and accessories identified as assault weapons in Penal Code § 30510 and Penal Code § 30515, with the exception of standard-issue handguns.

1. **Description, capabilities, quantity, and cost:**

   Heckler & Koch 9mm MP5
   Cost: $2200.00 each
   Quantity: 15

2. **Purpose:**

   This rifle is authorized for a SWAT Operator only and may be deployed in any circumstance where the officer can articulate a reasonable expectation that the rifle may be needed.

3. **Authorized Use:**

   Examples of some general guidelines for deploying the rifle may include but are not limited to:

   a. Situations where the officer reasonably anticipates an armed encounter.
   b. When the officer is faced with a situation that may require accurate and effective fire at long range.
   c. Situations where an officer reasonably expects the need to meet or exceed a suspect's firepower.
   d. When an officer reasonably believes that a suspect may be wearing body armor.

4. **Expected Lifespan:**

   The rifles listed above have an expected lifespan of approximately 20 years depending upon use.

5. **Fiscal Impact:**

   Annual maintenance for each rifle is approximately $50.00.

6. **Training:**

   Prior to deploying a rifle, members must complete a POST-certified course on its operation. Additionally, all members are required to pass a rifle range qualification according to department policy.

7. **Legal and Procedural Rules:**

   The Department will only utilize firearms in accordance with State law, Federal law, and Department policy.

Military Equipment

708.1 PURPOSE AND SCOPE

The purpose of this policy is to provide guidelines for the approval, acquisition, and reporting requirements of military equipment (Government Code § 7070; Government Code § 7071; Government Code § 7072).

708.1.1 DEFINITIONS

Definitions related to this policy include (Government Code § 7070):

Governing body – The elected or appointed body that oversees the [Department/Office].

Military equipment – Includes but is not limited to the following:

- Unmanned, remotely piloted, powered aerial or ground vehicles.
- Mine-resistant ambush-protected (MRAP) vehicles or armored personnel carriers.
- High mobility multipurpose wheeled vehicles (HMMWV), two-and-one-half-ton trucks, five-ton trucks, or wheeled vehicles that have a breaching or entry apparatus attached.
- Tracked armored vehicles that provide ballistic protection to their occupants.
- Command and control vehicles that are either built or modified to facilitate the operational control and direction of public safety units.
- Weaponized aircraft, vessels, or vehicles of any kind.
- Battering rams, slugs, and breaching apparatuses that are explosive in nature. This does not include a handheld, one-person ram.
- Firearms and ammunition of .50 caliber or greater, excluding standard-issue shotguns and standard-issue shotgun ammunition.
- Specialized firearms and ammunition of less than .50 caliber, including firearms and accessories identified as assault weapons in Penal Code § 30510 and Penal Code § 30515, with the exception of standard-issue firearms.
- Any firearm or firearm accessory that is designed to launch explosive projectiles.
- Noise-flash diversionary devices and explosive breaching tools.
- Munitions containing tear gas or OC, excluding standard, service-issued handheld pepper spray.
- Area denial electroshock devices, microwave weapons, water cannons, long-range acoustic devices (LRADs), acoustic hailing devices, and sound cannons.
- Kinetic energy weapons and munitions.
- Any other equipment as determined by a governing body or a state agency to require additional oversight.

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708.2 POLICY

It is the policy of the Banning Police Department that members of this [department/office] comply with the provisions of Government Code § 7071 with respect to military equipment.

708.3 MILITARY EQUIPMENT COORDINATOR

The Police Captain is designated as the military equipment coordinator. The responsibilities of the military equipment coordinator include but are not limited to:

(a) Acting as liaison to the governing body for matters related to the requirements of this policy.

(b) Identifying [department/office] equipment that qualifies as military equipment in the current possession of the [Department/Office], or the equipment the [Department/Office] intends to acquire that requires approval by the governing body.

(c) Conducting an inventory of all military equipment at least annually.

(d) Collaborating with any allied agency that may use military equipment within the jurisdiction of Banning Police Department (Government Code § 7071).

(e) Preparing for, scheduling, and coordinating the annual community engagement meeting to include:

1. Publicizing the details of the meeting.
2. Preparing for public questions regarding the [department/office]'s funding, acquisition, and use of equipment.

(f) Preparing the annual military equipment report for submission to the Chief of Police and ensuring that the report is made available on the [department/office] website (Government Code § 7072).

(g) Establishing the procedure for a person to register a complaint or concern, or how that person may submit a question about the use of a type of military equipment, and how the [Department/Office] will respond in a timely manner.

708.4 MILITARY EQUIPMENT INVENTORY

The following constitutes a list of qualifying equipment for the [Department/Office] or mutual aid departments:

Unmanned, remotely piloted powered aerial or ground vehicles

- Search and locate reported missing children or at-risk adults
- Search and Rescue Operations to locate lost or Injured hikers
- A law enforcement specific application involving Aerial DRONES are used for open terrain or large field searches as a force-multiplier to assist in high-risk apprehensions of armed or violent suspects. Aerial drones can be used as an interior search tool to locate suspects barricaded inside a residence or commercial structure.
- A tracked armored vehicle remotely piloted for use in explosive ordinance disposal

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- Unmanned robotics have numerous applications. Robotics are used instead of personnel in high-risk environments to increase safety for law enforcement

Armored Vehicles

- Converted Bank Armor Car used for high-risk rescue or high-risk tactical operations.

Assault Weapons defined under PC 30510 & PC 30515

- Inventory includes AR style rifles that function at full and semi-automatic capability (fully automatic rifles are not assigned and kept in the armory)
- Semi-automatic Benelli shotguns
- Increased accuracy and precision at long range distances
- Currently used by most law enforcement agencies across the nation

Tear Gas

- Chemical agents are deployed through various means to include hand delivery and weapon launchable, such as pepper ball.

40mm projectile launchers

- Less lethal 40mm launchers and rubber projectile munitions- Munitions are configured for high and low energy impact.
- 40mm less lethal has been effective in disarming violent suspects, armed suspects, and subjects who are suicidal with minimal injury and risk to the person, law enforcement or the public.

Bean Bag Launchers

- Less lethal bean bag is utilized through a marked/orange colored easily identifiable less lethal shotgun.
- The bean bag round is a small led pellet filled munition made of high density cloth.
- Bean bag is the predecessor to 40mm less lethal having similar benefits as other less lethal platforms.

See attachment: AB481 Specialized Police Equipment (Military Equipment).pdf

708.5 APPROVAL

The Chief of Police or the authorized designee shall obtain approval from the governing body by way of an ordinance adopting the military equipment policy. As part of the approval process, the Chief of Police or the authorized designee shall ensure the proposed military equipment policy is submitted to the governing body and is available on the [department/office] website at least 30 days prior to any public hearing concerning the military equipment at issue (Government Code § 7071). The military equipment policy must be approved by the governing body prior to engaging in any of the prohibitions outlined in (Government Code § 7071).

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708.6 COORDINATION WITH OTHER JURISDICTIONS

As established through past practice and mutual aid agreements, any jurisdiction through mutual aid agreement or request must accept the department's policies and procedures governing the deployment of equipment utilized by the Banning Police Department employees. This is reciprocal to other law enforcement agencies.

Through the Association of Riverside County Chiefs of Police and and Sheriff's (ARCCOPS) mutual aid agreement, all cities within Riverside County have agreed to accept the use of each law enforcement agency's Military Equipment policy related to any enforcement action throughout Riverside County.

Military equipment used by any member of this jurisdiction shall be approved for use and in accordance with this department policy. Military equipment used by other jurisdictions that are providing mutual aid to this jurisdiction shall comply with their respective military equipment use policies in rendering mutual aid.

708.7 ANNUAL REPORT

Upon approval of a military equipment policy, the Chief of Police or the authorized designee should submit a military equipment report to the governing body for each type of military equipment approved within one year of approval, and annually thereafter for as long as the military equipment is available for use (Government Code § 7072).

The Chief of Police or the authorized designee should also make each annual military equipment report publicly available on the [department/office] website for as long as the military equipment is available for use. The report shall include all information required by Government Code § 7072 for the preceding calendar year for each type of military equipment in [department/office] inventory.

708.8 COMMUNITY ENGAGEMENT

Within 30 days of submitting and publicly releasing the annual report, the [Department/Office] shall hold at least one well-publicized and conveniently located community engagement meeting, at which the [Department/Office] should discuss the report and respond to public questions regarding the funding, acquisition, or use of military equipment.

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Attachments

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AB481 Specialized Police Equipment (Military Equipment).pdf

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AB-481 REPORT

Unmanned Aircraft

- 2- DJI MAVIC MINI $400.00 @ (Lifespan 3-5 Years)
  Miniature UAS that weighs approximately 249 grams and can record video and audio with approximately 30 minutes of flight time.
- 1- DJI MAVIC ENTERPRISE DUALS $8500.00 (Lifespan 3-5 Years)
  UAS that has a color and inferred camera as well as audible speaker and light. Capable of video recording and weighs 899 grams, approx. 30 minutes of flight time.

Robots

- ARA- Applied Research Associates' Pointman tactical robot
- Cost 23K-35K (Non-working)
- Plan to surplus this item out of our inventory.

Armored vehicle

- Donated (Retired Bank Armored Car)
- Market value $15k
- Training- 4 hour practical driver training. Also DMV air brake Endorsement provided by DMV

Mobil Incident Command

- 2006
- Acquisition cost approx. 55K
- Lifespan: 20 years. Unit needs computer upgrade and radio upgrades to be functional

37mm and 40mm Launches and rounds

- Model 201 Z Federal Laboratories 37mm launcher-Lifespan 20 years
- Cost: $975.00
- 8- 37mm sponge rounds-Lifespan 3 years
- Cost: 8.00 @
- Model 1425 Defense Technology 40mm launcher unit cost: $1265.00 @-Lifespan 20 years
- 60- model 40mm rounds: $6.00 @ -Lifespan 3 years

Shoulder mounted firearms:

- 17- Benelli M1 Super Black Super 90 patrol shotguns
  Cost: $900.00 @
- 10 Benelli M2 patrol shotguns
  Cost: 950.00 @
- 5- Bushmaster AR-15 Patrol Rifles
  Cost: $600.00@
- 15- Colt AR-15 Patrol Rifles
  Cost: $900.00 @
- 6- Colt M-16 Rifles from 10-33 Program
  Cost: $0.00, Value $1000.00 @
- 4- Colt M4 SWAT Rifles from 10-33 Program
  Cost: $1500.00 @
- 13 Remington model 870 Less lethal shotguns
  Cost: $600.00 @
- 15 H&K MP-5 SMG 9MM SWAT RIFLES
  $2200.00 @
- Mossberg A590 Less lethal shotguns
  Cost: $600.00 @
- 7- M14 Riles from 10-33 Program
  Cost: $0.00, Value $1600.00 @
- 1- Remington 700 Sniper rifles in .223 w/optics
  Cost: $1900.00
- 1- Remington 870 Sniper rifles in .308 w/optic
  Cost: $1900.00
- Lifespan on Shoulder Mounted Firearms is dependent on rounds fired and maintenance.

PepperBall launchers (Lifespan 20 year) (PepperBall Rounds lifespan-3 years)

- 8- PepperBall model FTC launchers w/ bags
- Cost: 600.00 @
- 1875 “Live” PepperBall rounds
- Cost: .66@= $1237.50
- 1875 “Live X” PepperBall rounds
- Cost: .66@ = $1845.00

All Weapon Systems Training is done per California POST standards and by Certified Instructors.

DUTY AMMUNITION

1. Winchester Ranger, 9mm Luger +P, model RA9SF, 100 Gr. Frangible SF.
   Quantity: 500 Cost: $21.00 per 50 = $210.00
2. Winchester Ranger, 9mm Luger, Model RA9T, 147 Gr. T-Series duty ammunition Quantity: 7000 Cost: $342.00 per thousand = $2394.00
3. Winchester Super-X, 10MM, model XM10MM MSTHP, 175 Gr. SILVERTIP duty ammo.
   Quantity: 80 Cost: .82 cents per round = $65.60
4. Winchester Ranger, .40 Smith & Wesson, model RA40T, 180 Gr. T series ammunition
   Quantity: 3500 Cost: $290.00 per thousand = $1015.00
5. Winchester Ranger: .357 SIG, model RA357SIGT, 125 Gr. SXT duty ammo
   Quantity: 2500 Cost: $690.00 per thousand = $1725.00
6. Winchester Ranger, 45 Automatic +P, model RA45TP, 230 Gr. T-Series Duty ammunition
   Quantity: 2500 Cost: $342.00 per thousand = $855.00
7. Winchester Ranger, .556 , model RA223R, 55 Gr. Pointed soft point duty ammunition
   Quantity: 7700 Cost: $310.00 per thousand = $2387.00
8. Winchester Ranger, 5.56MM, model RA556JF, 45 Gr. Jacketed Frangible non-toxic
   Quantity: 200 Cost: .74 each = $148.00
9. Winchester Super-X, 12-gauge rifled slugs, model X12RS15, 2 gauge, 2 3/4 inch 1 oz. slugs
   Quantity: 970 Cost: .82 each = $2298.00
10. Winchester Super-X, model XB1200, 12-gauge Buckshot loads, 12 gauge 2 ¾ inch 00 Buckshot (9 pellets).
    Quantity: 2370 Cost: .98 each = 2298.00

PRACTICE AMMUNTION

1. Winchester Super-X: .38 Special, Model 381S1P duty ammo, 158 grain Round nose practice ammo
   Quantity: 500 Cost: $220.00 PER 500
2. Winchester- 9MM, model USA 9mmUP, 115 Gr. FMJ
   Quantity: 8000 Cost: $240.00 per thousand = $1920.00
3. Federal 9mm, model AE9DP, 115 Gr FMJ
   Quantity: 6000 Cost: $360.00 per thousand = $2160.00
4. Winchester .40 S&W, model Q4238, 180 Gr. FMJ

Quantity: 7350 Cost: $407.00 per thousand = $2991.00

5. Winchester 45 Automatic, Model Q4170. 230 Gr. FMJ
   Quantity: 7250 Cost: $214.00 per thousand = $3101.00
6. Federal 5.56 mm, Model XM196BK, 5.56 x 45, 55 Gr. MCBT (ball ammunition).
   Quantity: 2000 Cost: $219.00 per thousand = $438.00
7. Winchester 5.56mm, model USA3162W, 62 Gr. 5.56mm open tip (green tip ammunition).
   Quantity: 14,400 Cost: $500.00 per thousand = $7200.00
8. Remington .223, model L223R3, 55 Gr. FMJ
   Quantity: 2400 Cost: $340.00 per thousand = $816.00
9. Winchester .223, model USA223RK1, 55 Gr. FMJ
   Quantity: 5000 Cost: $464.00 per thousand = $2320.00
10. Winchester 7.62 x 51, 147 Gr. 7.62 x 51 FMJ
    Quantity: 1360 Cost: $130.00 per 500 = $354.00

CITY OF BANNING
STAFF REPORT

TO: **CITY COUNCIL**

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

PREPARED BY: **Patrick Safari, Capital Improvement Projects Manager**
Art Vela, Acting City Manager

MEETING DATE: **August 26, 2025**

SUBJECT: **Authorize the Acting City Manager to sign the Notice of Completion for Project No. 2023-15W "Ramsey Street Water Main Replacement-Phase 1" as complete and direct the City Clerk to record the Notice of Completion.**

RECOMMENDATION:

Authorize execution of the Notice of Completion.

BACKGROUND:

On October 22, 2024 City Council adopted Resolution 2024-166, awarding a Construction Agreement to MCC Pipeline, Inc. for Project No. 2023-15W "Ramsey Street Water Main Replacement". The project was approved in the amount of $1,319,016.96 including 10% contingency.

The principal items of work included the construction of 2,600 linear feet of a new 16-inch Ductile Iron Pipe (DIP) water main including reconnection of water services and new fire hydrant connections.

One project change order was processed in the amount of $116,686.54 for extra work which included unknown site conditions such as utility crossings, concrete treated road excavation, extra fire hydrant, additional paving and striping, concrete work and fire line connections.

JUSTIFICATION:

The lowest qualified bidder, MCC Pipeline, Inc. was awarded the contract and work was completed on May 21, 2025. Public Works staff verified through inspections that the workmanship, materials, and procedures were satisfactory, and that the contract had met the required contract obligations.

FISCAL IMPACT:

The project was awarded in the amount of $1,199,106.33 with a 10% contingency for a total budget of $1,319,016.96. The final contract amount was $1,315,762.87.

ALTERNATIVES:

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

BUDGETED?:

Yes

CONTRACT/AGREEMENT:

Yes

ATTACHMENTS:

1. CC Resolution No. 2024-166.pdf
2. NOC Ramsey Water Replacement.docx
3. Project Pictures.pdf

RESOLUTION 2024-166

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, AWARDING A CONSTRUCTION CONTRACT FOR PROJECT NO. 2023-15W RAMSEY STREET WATER MAIN REPLACEMENT - PHASE 1 TO MCC PIPELINE, INC. OF YUCAIPA, CA IN THE AMOUNT OF $1,199,106.33 AND APPROVING A 10% CONTINGENCY FOR A TOTAL PROJECT BUDGET OF "NOT-TO-EXCEED" $1,319,016.96

WHEREAS, the City of Banning owns, operates, and maintains water distribution and transmission pipelines that distribute water to residents and businesses. To provide its customers with a reliable supply of water, it is important for the city to continue replacing aging and undersized water distribution infrastructure; and

WHEREAS, the 2018 City of Banning Integrated Master Plan (IMP) identified the existing 4-inch water main on the south side of Ramsey Street as deficient due to its age and conveyance capacity to support commercial development on the south side of Ramsey Street from Sunset Ave to Highland Home Road; and

WHEREAS, on April 12, 2022, City Council approved Resolution 2022-35 authorizing the use of American Rescue Plan Act (ARPA) funds on certain eligible projects including making the necessary investments in water infrastructure. The approved ARPA project list included the replacement of the water main along Ramsey Street from Sunset Avenue to Highland Home Road; and

WHEREAS, on November 11, 2023, City Council approved Resolution 2023-182, awarding a Professional Services Agreement to Rick Engineering, Inc. for the design of Ramsey Street Water Main Replacement project; and

WHEREAS, on August 23, 2024, staff released an Invitation for Bids (IFB No.24-079) for Project No.2023-15W Ramsey Street Water Main Replacement on the City's electronic bidding system ProcureNow and received five (5) bid proposals ranging in price from $1,199,106.33 to $2,263,930; and

WHEREAS, Phase 1 scope of work will include the construction of 2,600 linear feet of a new 16-inch Ductile Iron Pipe (DIP) water main including reconnection of water services and new fire hydrants connections; and

WHEREAS, Ramsey Street Water Main Replacement - Phase 1" will improve water distribution in this part of the City of Banning where the existing 4-inch line has been identified as a deficient system component due to its age (installed approx. 1952) and diminishing integrity; and

WHEREAS, Staff recommend awarding a Construction Contract to MCC Pipeline, Inc. in the amount of $1,199,106.33 and approving a 10% contingency in the amount of $119,910.63 for a total "not-to-exceed" project budget of $1,319,016.96; and

WHEREAS, an appropriation from the Water Capital Facilities Fund 661 balance to Account No. 661-6300-471.95-10 in the amount of $1,199,106.33 is necessary to fund the Construction Contract with MCC Pipeline, Inc.; and

WHEREAS, the Construction Contract with MCC Pipeline, Inc. will be partially funded by ARPA funding in the amount of $900,000 administered by the County of Riverside.

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

SECTION 1. The City Council approves the Construction Contract between MCC Pipeline, Inc. and the City of Banning.

SECTION 2. The City Council authorizes the City Manager, or designee, to make necessary budget adjustments, appropriations, and transfers related to the Construction Contract with MCC Pipeline, Inc.

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

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

PASSED, APPROVED AND ADOPTED this 22nd day of October 2024.

Alberto Sanchez, Mayor
City of Banning

ATTEST:

Caroline Patton, Administrative City Clerk
City of Banning

APPROVED AS TO FORM:

Serita R. Young, City Attorney
Richards, Watson & Gershon

CERTIFICATION:

I, Caroline Patton, Administrative City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution 2024-166, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 22nd day of October 2024 by the following vote, to wit:

AYES: Flynn, Happe, Sanchez, and Wallace.

NOES:

ABSENT: Minjares.

ABSTAIN:

Caroline Patton, Administrative City Clerk
City of Banning, California

EXHIBIT A
Construction Contract with MCC Pipeline, Inc.

CONTRACT (C01084)

CITY OF BANNING CONTRACT FOR
RAMSEY STREET WATER MAIN REPLACEMENT & IFB 24-079

THIS CONTRACT ("Contract") is made and entered this _____ ("Effective Date"), by and between the CITY OF BANNING, a California municipal corporation ("City") and MCC Pipeline, Inc. ("Contractor"). Contractor's California State Contractor's license number is 993248; Class A, C34). Contractor's DIR registration number is 1000012208.

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

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

2. Scope of Services. Contractor shall perform the Work in a good and workmanlike manner for the project identified as Ramsey Street Water Main Replacement ("Project"), as described in this Contract and in the Contract Documents.

3. Compensation. In consideration of the services rendered hereunder, City shall pay Contractor a not to exceed amount of One Million One Hundred Ninety-Nine Thousand One Hundred Six Dollars and Thirty-Three Cents ($1,199,106.33) in accordance with the prices as submitted in the Bid.

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

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

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

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

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

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

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

10. Debarment or Suspension.

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

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

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

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

CITY OF BANNING

City Council Approval: _____

By: _____
City Manager Date

ATTEST:

APPROVED AS TO FORM:

By: _____
Administrative City Clerk Date

By: _____
City Attorney Date

_____
("CONTRACTOR")

By: _____

Richards, Watson & Gershon - 2018

Name: Date
Title:

By: _____

Name: Date
Title:

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

Exempt from Recording Fees Pursuant to Government Code §6103

NOTICE OF COMPLETION

PROJECT NO. 2023-015W, "RAMSEY STREET WATER MAIN REPLACEMENT-PHASE 1"

THIS NOTICE OF COMPLETION IS HEREBY GIVEN by the OWNER, the City of Banning, a municipal corporation, pursuant to the provisions of Section 9204 of the Civil Code of the State of California, and is hereby accepted by the City of Banning, pursuant to authority conferred by the City Council this August 26, 2025, and the grantees consent to recordation thereof by its duly authorized agent.

That the OWNER, the City of Banning, and MCC Pipeline, Inc. of Yucaipa, California, the vendee, entered into an agreement dated October 22, 2024, for Project No. 2025-013W, "Ramsey Street Water Main Replacement-Phase 1".

The principal items of work include the construction of 2,600 linear feet of new 16-inch Ductile Iron Pipe (DIP) water main including reconnection of water services and new fire hydrants per the City of Banning Standard Specifications.

That the work of improvement was completed on May 21, 2025, for Project No. 2023-015W "Ramsey Street Water Main Replacement-Phase 1":

(1) The Nature of Interest was civil improvements completed on May 21, 2025, for Project No. 2023-015W, "Ramsey Street Water Main Replacement-Phase 1".

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

(3) That said work of improvement was performed on Ramsey Street between Sunset Avenue and Omar Street in Banning, California 92220.

(4) That the original contractor for said improvement was MCC Pipeline, Inc. of Yucaipa, California, State Contractor's License No. 993248.

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

(6) The nature of interest is in fee.

Dated: October 26, 2025

CITY OF BANNING

A Municipal Corporation

By _____

Art Vela

Acting City Manager

ATTEST:

_____

Sandra Calderon

Acting Administrative City Clerk

APPROVED AS TO FORM:

_____

John Pinkney

City Attorney

Slovak, Baron, Empey, Murphy & Pinkney LLP

JURAT

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

State of California
County of Riverside

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

(S e a l)

_____
Notary Public in and for said County and State

STATE OF CALIFORNIA }
COUNTY OF RIVERSIDE }

SANDRA CALDERON, being duly sworn, deposes and says:

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

Executed on _____, 2025 at Banning, California.

_____
Sandra Calderon
Acting Administrative City Clerk
City of Banning

PROJECT PICTURES








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CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Arturo Vela, Acting City Manager**
PREPARED BY:	**Patrick Safari, Capital Improvement Projects Manager** **Art Vela, Acting City Manager**
MEETING DATE:	**August 26, 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 public apprised of the progress on certain projects.

FISCAL IMPACT:

Not applicable.

ALTERNATIVES:

Not applicable

BUDGETED?:

No

CONTRACT/AGREEMENT:

No

ATTACHMENTS:

1. CIP Tracking July 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	12/31/26	$ 2,900,000
Streets	2020-04	Sun Lakes Blvd Extension	CEQA, PS&E	95%	Obtained environmental permits, complted PSE package.	Minor plan revisions for Kinder Morgan utility relocations. Preparation of Bid Documents. Preconstruction MMRP compliance tasks	Solicit construction and monitoring bids	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)	6/1/26	$ 1,081,000
Streets	2022-05	HSIP Cycle 10 Omar/Ramsey Intersection Improvements	Construction	40%	Project Approved for Funding by the State. Proposal solicitation. Contract award.	Under construciton	Post Construction activities	9/30/25	$ 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 is re-bidding	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	Evaluating bids	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	RFP sent to Purchasing for advertizing	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 HVAC Replacement	Construction	0%	Idenitfy scope and inclusion in CIP list.	Preparation of scope of work	Award, Construction	6/1/26	$ 230,000
Facility	2023-16	Opportunity Village Sound Wall	Design	95%	Project kicked off.	100% Plans approved by City. Waiting on Caltrans approval and Encroachment Permit. Project Currently ON HOLD.	Final Plans.	12/1/25	$ 103,486
Water	2018-02W-2	New Domestic Water Well C8 (Phase 2: Well Equipping and Site Development)	Construction	30%	Significant progress has been made to the onsite rough grading and uderground piping installation including water, electrical, floor and storm drain have been installed. Pump pedestal has been poured.	Rebar installation for the footings remains work-in-progress.	Pour concrete for the footings, slab and begin vertical construction.	8/30/26	$ 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. NOC on CC Agenda for 8/26	Issue Retention	5/24/25	$ 1,199,106
Water	2022-07W	Well M12A (Phase 2: Well Equipping an Site Development)	Construction	30%	Significant progress has been made to the onsite rough grading and uderground piping installation including water, electrical, floor and storm drain have been installed. Pump pedestal has been poured.	Rebar installation for the footings remains work-in-progress.	Pour concrete for the footings, slab and begin vertical construction.	9/30/25	$ 2,684,990
Water	20254-08W	Banning Canyon Stormwater Repairs	Construction	75%	Significant progress has been made towards grading to re-establish the percolation ponds.	Grading (dredging) of the percolation ponds is underway.	Complete the grading/restoration of the percolation ponds.	10/31/25	$ 563,310

Wastewater	2022-01WW	Wastewater Treatment Plant and Recycled Water Improvements	Phase 1 (Design)	30%	Significant progress has been towards establishing the "basis of the design" for the new WWTP upgrades project.	Technical design workshops are being held roughly every 3-weeks to compelete the basis of the design and issue "basis of design report" (BODR). Complete the solids handling and dewatering of the solids (sludge).	Issue BODR and complete the procurement of long lead items e.g., RO system, UV system, fine screens, MBR system etc.	4/30/26	$ 4,398,490
Wastewater	2020-08WW	WWTP Equalization Basin	Design/CEQA	95%	Completed 90% drawings review.	Development of 100% drawings; ~$1.25M EPA Community Grant has been issued.	Finalize 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	25%	Project was awarded, a NTP was issued followed by pre-con meeting and submittal reviews.	Charles St - Reservoir Tank is being welded. Lincoln St - Pump Cans have been installed including reservoir foundation ring	Underground piping followed 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	Bids received and being reviewed by Purchasing	Award project	12/1/25	$ 98,500
Electric		Sun Lakes Blvd Extension	PS&E	95%	Full redesign completed. Reviewing potential conflicts with Kinder Morgan line relocation.	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	Project included 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: **Arturo Vela, Acting City Manager**

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

MEETING DATE: **August 26, 2025**

SUBJECT: **Receive and File Code Enforcement Statistics for the Month of June & July 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 408 (June) & 356 (July) open cases, including 94 cases opened during the month of June & 140 cases opened during the month of July 2025. Below is a summary of cases during the month of June & July 2025.

Jun-25	Month	YTD
New Cases Opened	94	254
Total Cases Open (includes previous years)	408	N/A
Notice of Violations issued	210	701
Violations Resolved	150	703
Citations Issued	0	37
Field Inspections completed	206	683
Fee's Collected (Citations)	$295.00	$2,241.67
Red Tagged Properties	0	15
Abandoned Vehicles Abated (AVA Program)	0	0
Weed Abatement Cost Recovery Received	$ -	$ 90,935.03
72 Hour Parking Notice of Violation (CVC 22651 (K))	27	30
Unhoused Encampments (Tagged- Notice to Vacate) PC 602	6	14

Jul-25		Month		YTD
	New Cases Opened	140		394
	Total Cases Open (includes previous years)	356		N/A
	Notice of Violations issued	476		1177
	Violations Resolved	300		1003
	Citations Issued	12		49
	Field Inspections completed	432		1115
	Fee's Collected (Citations)	$	20.00	$ 2,261.67
	Red Tagged Properties	1		16
	Abandoned Vehicles Abated (AVA Program)	0		0
	Weed Abatement Cost Recovery Received	$ -		$ 90,935.03
	72 Hour Parking Notice of Violation (CVC 22651 (K))	63		93
	Unhoused Encampments (Tagged- Notice to Vacate) PC 602	23		37

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:	**Arturo Vela, Acting City Manager**
PREPARED BY:	**David Newell, Community Development Director**
MEETING DATE:	**August 26, 2025**
SUBJECT:	**Consideration of Second Reading and Adoption of Ordinance 1611, Approving a Development Agreement By and Between the City of Banning and JDNJ Enterprises, LLC, a Missouri Limited Liability Corporation**

RECOMMENDATION:

Waive the second reading of text in its entirety and adopt Ordinance 1611.

BACKGROUND:

At its regular meeting of July 8, 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 voted 5-0 to approve the Project as follows:

1. Adopt Resolution 2025-107. This resolution certified Banning Commerce Center Project's EIR, adopted statements of overriding considerations and established the Mitigation Monitoring and Reporting Program.
2. Adopt Resolution 2025-106. This resolution approved the Design Review and Tentative Parcel Map applications for the Banning Commerce Center Project.
3. Introduce and conduct first reading of, by title only, Ordinance 1611. 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.

Since the Council's meeting on July 8, 2025, staff has finalized the Development Agreement for execution, including the addition of (1) missing dates and references; (2) text to Section 17.C. to toll agreement and approvals in the event there is a third party challenge; (2) names for each party under signature lines; and (3) the current development impact fees applicable to the project in Exhibit B.

This report provides for the City Council to waive further reading and adopt Ordinance 1611 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 July 8, 2025 and adopted the required findings

included in the draft ordinance attached to this report.

Environmental Determination:
Second reading of Ordinance 1611 remains consistent with the Council's action to certify the EIR under Resolution 2025-107.

FISCAL IMPACT:

As described in the July 8, 2025 City Council Staff Report, fiscal impacts of the project 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 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.

A fiscal impact analysis report prepared by the Developer's consultant anticipates this 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 1611
2. Development Agreement - Banning Commerce Center - Redline CC 8-26-25.docx
3. Development Agreement - Banning Commerce Center - Clean-Copy CC 8-26-25.docx

ORDINANCE 1611

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. 2025-106 approving Tentative Parcel Map No. 38756 to reconsolidate all existing parcels on the Site into two parcels and Design Review No. 21-7017 for construction of one concrete tilt-up industrial building; and Resolution No. 2025-107 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 July 8, 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 26th day of August, 2025.

Sheri Flynn, Mayor
City of Banning

ATTEST:

Sandra Calderon, Acting Administrative City Clerk
City of Banning

APPROVED AS TO FORM:

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

CERTIFICATION:

I, Caroline Patton, Administrative City Clerk of the City of Banning, California, do hereby certify that Ordinance 1611 was duly introduced at a regular meeting of the City Council of the City of Banning, held on the 8th day of July, 2025, and was duly adopted at a regular meeting of said City Council on the 26th day of August, 2025, by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Sandra Calderon, Acting Administrative City Clerk
City of Banning, California

EXHIBIT A
Legal Description

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF BANNING, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCEL 1:

THOSE CERTAIN PARCELS OF LAND LOCATED WITHIN THE MORONGO INDIAN RESERVATION, LOCATED IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, BEING THOSE PORTIONS OF SECTION 1, 2 AND 12 OF TOWNSHIP 3 SOUTH, RANGE 1 EAST, SAN BERNARDINO MERIDIAN, AS SHOWN ON THE OFFICIAL PLAT THEREOF, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 2;

THENCE ALONG THE SOUTHERLY LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 2 SOUTH 89°40'06" EAST 489.00 FEET TO A LINE PARALLEL WITH AND 489.00 FEET EASTERLY OF THE WESTERLY LINE OF SAID SECTION 2, SAID POINT BEING THE TRUE POINT OF BEGINNING;

THENCE ALONG SAID PARALLEL LINE NORTH 00°21'44" EAST 342.00 FEET TO A LINE PARALLEL WITH AND 342.00 FEET NORTHERLY OF SAID SOUTHERLY LINE OF THE SOUTHWEST QUARTER OF SECTION 2;

THENCE ALONG SAID PARALLEL LINE SOUTH 89°40'06" EAST 2164.30 FEET TO THE EASTERLY LINE OF SAID SECTION 2;

THENCE CONTINUING ALONG THE EASTERLY PROLONGATION OF SAID PARALLEL LINE SOUTH 88°36'14" EAST 107.02 FEET TO A LINE PARALLEL WITH AND 107.00 FEET EASTERLY OF THE WESTERLY LINE OF SAID SECTION 1;

THENCE ALONG SAID PARALLEL LINE SOUTH 00°17'18" WEST 270.81 FEET TO THE NORTHERLY LINE OF A STRIP OF LAND 16.50 FEET IN WIDTH, EXCEPTED FROM GRANT DEED REC. 10/7/2004 AS DOC. NO. 2004-0797131, OFFICIAL RECORDS OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA (DEPT. OF INT. FILING 582 173Y07);

THENCE ALONG SAID NORTHERLY LINE SOUTH 89°47'09" WEST 107.00 FEET TO THE WESTERLY LINE OF SAID SECTION 1;

THENCE ALONG SAID WESTERLY LINE SOUTH 00°17'18" WEST 16.50 FEET TO THE SOUTHERLY LINE OF THE AFOREMENTIONED 16.50 FOOT STRIP;

THENCE ALONG SAID SOUTHERLY LINE NORTH 89°47'09" EAST 107.00 FEET TO A LINE PARALLEL WITH AND 107.00 FEET EASTERLY OF THE WESTERLY LINE OF SAID SECTION 1;

THENCE ALONG SAID PARALLEL LINE SOUTH 00°17'18" WEST 52.58 FEET TO THE SOUTH LINE OF SAID SECTION 1, SAID POINT IS LOCATED ON A LINE PARALLEL WITH AND 107.00 FEET EASTERLY OF THE WESTERLY LINE OF SAID SECTION 12;

THENCE ALONG SAID PARALLEL LINE SOUTH 00°03'26" WEST 1044.17 FEET TO THE NORTHERLY LINE OF THAT CERTAIN FINAL ORDER OF CONDEMNATION RECORDED AUGUST 19, 1963 AS INST. NO. 87113 AND THAT CERTAIN FINAL ORDER OF CONDEMNATION RECORDED SEPTEMBER 26, 1967 AS INST. NO. 84776, BOTH OF OFFICIAL RECORDS OF SAID COUNTY OF RIVERSIDE. SAID NORTHERLY RIGHT OF WAY LINE BEING DEPICTED CALTRANS RIGHT-OF-WAY MAP NO. 984524 FILED IN BOOK 204 PAGE 91 OF CALTRANS RIGHT-OF-WAY MAPS AND CALTRANS RIGHT-OF-WAY MAP NO. 452194 FILED IN BOOK 205 PAGE 263 OF CALTRANS RIGHT-OF-WAY MAPS, BOTH ON FILE IN THE MISC. RECORDS OF THE OFFICE OF THE COUNTY SURVEYOR OF SAID COUNTY OF RIVERSIDE;

THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY SOUTH 71°02'58" WEST 113.17 FEET TO THE WESTERLY LINE OF SAID SECTION 2;

THENCE ALONG SAID WESTERLY LINE OF SECTION 12 NORTH 00°03'26" EAST 1081.36 FEET TO THE SOUTHEAST QUARTER OF THE AFOREMENTIONED SECTION 12;

THENCE ALONG THE AFOREMENTIONED SOUTHERLY LINE OF THE SOUTHEAST QUARTER OF SECTION 2 NORTH 88°36'14" WEST 2641.66 FEET TO THE SOUTH QUARTER CORNER OF SECTION 2;

THENCE ALONG THE AFOREMENTIONED SOUTHERLY LINE OF THE SOUTHWEST QUARTER OF SECTION 2 NORTH 89°40'06" WEST 2161.30 FEET TO THE TRUE POINT OF BEGINNING;

RESERVING THEREFROM AN EASEMENT FOR INGRESS, EGRESS AND UTILITIES, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 2;

THENCE ALONG THE SOUTHERLY LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 2 SOUTH 89°40'06" EAST 2583.30 FEET TO A POINT 67.00 FEET WESTERLY OF THE SOUTH QUARTER CORNER OF SAID SECTION 2, SAID POINT IS THE TRUE POINT OF BEGINNING;

THENCE NORTH 00° 21'44" EAST 342.00 FEET TO A LINE PARALLEL WITH 342.00 FEET NORTHERLY OF SAID SOUTHERLY LINE OF THE SOUTHWEST QUARTER OF SECTION 2;

THENCE ALONG SAID PARALLEL LINE SOUTH 89°40'06" EAST 69.98 FEET TO A LINE PARALLEL WITH AND 342.00 FEET NORTHERLY OF THE SOUTHERLY LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 2;

THENCE ALONG SAID PARALLEL LINE SOUTH 88°36'14" EAST 30.02 FEET;

THENCE SOUTH 00°21'44" WEST 342.06 FEET TO THE AFOREMENTIONED SOUTHERLY LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 2;

THENCE ALONG SAID SOUTHERLY LINE NORTH 88°36'14" WEST 33.02 FEET TO THE SOUTH QUARTER CORNER OF SAID SECTION 2;

THENCE ALONG THE SOUTHERLY LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 2 NORTH 89°40'06" WEST 66.98 FEET TO THE TRUE POINT OF BEGINNING.

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

PARCEL 2:

THAT PORTION OF THE NORTHEAST 1/4 OF SECTION 11, TOWNSHIP 3 SOUTH, RANGE 1 EAST, SAN BERNARDINO BASE AND MERIDIAN, ACCORDING TO UNITED STATES GOVERNMENT SURVEY, LYING NORTHERLY OF THAT CERTAIN PORTION OF SAID NORTHEAST 1/4 CONVEYED TO THE STATE OF CALIFORNIA BY DEED RECORDED OCTOBER 11, 1961, AS INSTRUMENT NO. 87046 IN BOOK 2997, PAGE 542, OFFICIAL RECORDS.

EXCEPTING THEREFROM, ALL RIGHT, TITLE AND INTEREST IN AND TO ALL HYDROCARBONS, MINERALS, GEOTHERMAL RESOURCES, AND MINERAL ORES OF EVERY KIND AND CHARACTER, METALLIC OR OTHERWISE, SOLID, LIQUID OR GAS AND WHETHER OR NOT HEREAFTER KNOWN TO SCIENCE OR INDUSTRY, NOT KNOWN TO EXIST OR HEREAFTER DISCOVERED UPON, WITHIN OR

UNDERLYING THE SURFACE OF SAID LAND AS SHOWN IN DEED RECORDED JANUARY 28, 1987 AS INSTRUMENT NO. 24458 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

APN: 532-110-015

PARCEL 3:

A NON-EXCLUSIVE EASEMENT FOR ROAD PURPOSES UPON, OVER AND ACROSS THAT PORTION OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 11, TOWNSHIP 3 SOUTH, RANGE 1 EAST, SAN BERNARDINO BASE AND MERIDIAN, INCLUDED WITHIN A STRIP OF LAND 20 FEET WIDE, THE NORTHERLY LINE OF WHICH IS DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE EAST LINE OF THE SAID NORTHWEST 1/4, DISTANT ALONG SAID EAST LINE SOUTH 0°41'41" WEST 1359.31 FEET FROM A 3/4 INCH IRON PIPE AND BRASS CAP MARKED "U.S.G.L.O. 1917" SET FOR THE NORTH 1/4 CORNER OF SAID SECTION;

THENCE NORTH 89°25'57" WEST, 1319.31 FEET TO THE WEST LINE OF THE SAID EAST 1/2.

ALSO THAT PORTION OF THE WEST 20 FEET OF SAID EAST 1/2 LYING SOUTHERLY OF THE SOUTHERLY LINE OF THE ABOVE DESCRIBED 20 FOOT STRIP.

EXCEPT THAT PORTION LYING SOUTHERLY OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT A POINT IN THE WEST LINE OF SAID EAST 1/2, DISTANT ALONG SAID WEST LINE SOUTH 0°25'01" WEST 1041.97 FEET FROM THE POINT OF INTERSECTION

THEREOF WITH THAT CERTAIN LINE HEREINABOVE DESCRIBED AS HAVING A BEARING OF NORTH 89°25'57" WEST;

THENCE NORTHEASTERLY ALONG 545 FOOT RADIUS CURVE CONCAVE NORTHWESTERLY FROM A TANGENT BEARING NORTH 56°01'51" EAST, THROUGH AN ANGLE OF 1°46'36", A DISTANCE OF 16.90 FEET;

THENCE NORTH 54°15'15" EAST 50 FEET, AS CREATED IN DEED RECORDED JUNE 10, 1968 AS INSTRUMENT NO. 53726, OFFICIAL RECORDS.

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 September 25, 2025, 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 July 8, 2025, the City Council adopted Resolution No. 2025-106 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. 2025-106 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. 2025-106 are referred to herein as the "Project Approvals."

6. On August 26, 2025, the City Council adopted Ordinance No. 1611 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. 1611 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 2022090102, SCH Number 2022090102, 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 Resolution 2019-112 adopted by the City Council on September 10, 2019. 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 March 2018. 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. In addition, the Term, the obligations imposed herein, and the lifespan of all Project Approvals, presently in existence or in existence in the future, shall be extended day for day based upon a timely filed lawsuit challenging the validity or legality of this Agreement and/or any of the Project Approvals, until the date on which said challenge is finally resolved. Developer and City shall promptly notify the other Party to this Agreement upon learning of the filing any such third party litigation.

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: _____
Sheri Flynn
Mayor

ATTEST:

By: _____
Vickie Sellers
City Clerk

DEVELOPER

JDNJ ENTERPRISES, LLC,
a Missouri limited liability corporation qualified to do business in California

By: JDNJ, LLC, its Manager

By: JDN Holding Co., LLC, its Manager

By: _____
James G. Sansone, Manager

By: _____
Douglas G. Sansone, Manager

By: _____
Nicholas G. Sansone, Manager

APPROVED AS TO FORM:

By: _____
John O. Pinkney
City Attorney

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EXHIBIT A

SITE LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF BANNING, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCEL 1:

THOSE CERTAIN PARCELS OF LAND LOCATED WITHIN THE MORONGO INDIAN RESERVATION, LOCATED IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, BEING THOSE PORTIONS OF SECTION 1, 2 AND 12 OF TOWNSHIP 3 SOUTH, RANGE 1 EAST, SAN BERNARDINO MERIDIAN, AS SHOWN ON THE OFFICIAL PLAT THEREOF, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 2;

THENCE ALONG THE SOUTHERLY LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 2 SOUTH 89°40'06" EAST 489.00 FEET TO A LINE PARALLEL WITH AND 489.00 FEET EASTERLY OF THE WESTERLY LINE OF SAID SECTION 2, SAID POINT BEING THE TRUE POINT OF BEGINNING;

THENCE ALONG SAID PARALLEL LINE NORTH 00°21'44" EAST 342.00 FEET TO A LINE PARALLEL WITH AND 342.00 FEET NORTHERLY OF SAID SOUTHERLY LINE OF THE SOUTHWEST QUARTER OF SECTION 2;

THENCE ALONG SAID PARALLEL LINE SOUTH 89°40'06" EAST 2164.30 FEET TO THE EASTERLY LINE OF SAID SECTION 2;

THENCE CONTINUING ALONG THE EASTERLY PROLONGATION OF SAID PARALLEL LINE SOUTH 88°36'14" EAST 107.02 FEET TO A LINE PARALLEL WITH AND 107.00 FEET EASTERLY OF THE WESTERLY LINE OF SAID SECTION 1;

THENCE ALONG SAID PARALLEL LINE SOUTH 00°17'18" WEST 270.81 FEET TO THE NORTHERLY LINE OF A STRIP OF LAND 16.50 FEET IN WIDTH, EXCEPTED FROM GRANT DEED REC. 10/7/2004 AS DOC. NO. 2004-0797131, OFFICIAL RECORDS OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA (DEPT. OF INT. FILING 582 173Y07);

THENCE ALONG SAID NORTHERLY LINE SOUTH 89°47'09" WEST 107.00 FEET TO THE WESTERLY LINE OF SAID SECTION 1;

THENCE ALONG SAID WESTERLY LINE SOUTH 00°17'18" WEST 16.50 FEET TO THE SOUTHERLY LINE OF THE AFOREMENTIONED 16.50 FOOT STRIP;

THENCE ALONG SAID SOUTHERLY LINE NORTH 89°47'09" EAST 107.00 FEET TO A LINE PARALLEL WITH AND 107.00 FEET EASTERLY OF THE WESTERLY LINE OF SAID SECTION 1;

THENCE ALONG SAID PARALLEL LINE SOUTH 00°17'18" WEST 52.58 FEET TO THE SOUTH LINE OF SAID SECTION 1, SAID POINT IS LOCATED ON A LINE PARALLEL WITH AND 107.00 FEET EASTERLY OF THE WESTERLY LINE OF SAID SECTION 12;

THENCE ALONG SAID PARALLEL LINE SOUTH 00°03'26" WEST 1044.17 FEET TO THE NORTHERLY LINE OF THAT CERTAIN FINAL ORDER OF CONDEMNATION RECORDED AUGUST 19, 1963 AS INST. NO. 87113 AND THAT CERTAIN FINAL ORDER OF CONDEMNATION RECORDED SEPTEMBER 26, 1967 AS INST. NO. 84776, BOTH OF OFFICIAL RECORDS OF SAID COUNTY OF RIVERSIDE. SAID NORTHERLY RIGHT OF WAY LINE BEING DEPICTED CALTRANS RIGHT-OF-WAY MAP NO. 984524 FILED IN BOOK 204 PAGE 91 OF CALTRANS RIGHT-OF-WAY MAPS AND CALTRANS RIGHT-OF-WAY MAP NO. 452194 FILED IN BOOK 205 PAGE 263 OF CALTRANS RIGHT-OF-WAY MAPS, BOTH ON FILE IN THE MISC. RECORDS OF THE OFFICE OF THE COUNTY SURVEYOR OF SAID COUNTY OF RIVERSIDE;

THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY SOUTH 71°02'58" WEST 113.17 FEET TO THE WESTERLY LINE OF SAID SECTION 2;

THENCE ALONG SAID WESTERLY LINE OF SECTION 12 NORTH 00°03'26" EAST 1081.36 FEET TO THE SOUTHEAST QUARTER OF THE AFOREMENTIONED SECTION 12;

THENCE ALONG THE AFOREMENTIONED SOUTHERLY LINE OF THE SOUTHEAST QUARTER OF SECTION 2 NORTH 88°36'14" WEST 2641.66 FEET TO THE SOUTH QUARTER CORNER OF SECTION 2;

THENCE ALONG THE AFOREMENTIONED SOUTHERLY LINE OF THE SOUTHWEST QUARTER OF SECTION 2 NORTH 89°40'06" WEST 2161.30 FEET TO THE TRUE POINT OF BEGINNING;

RESERVING THEREFROM AN EASEMENT FOR INGRESS, EGRESS AND UTILITIES, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 2;

THENCE ALONG THE SOUTHERLY LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 2 SOUTH 89°40'06" EAST 2583.30 FEET TO A POINT 67.00 FEET WESTERLY OF THE SOUTH QUARTER CORNER OF SAID SECTION 2, SAID POINT IS THE TRUE POINT OF BEGINNING;

THENCE NORTH 00° 21'44" EAST 342.00 FEET TO A LINE PARALLEL WITH 342.00 FEET NORTHERLY OF SAID SOUTHERLY LINE OF THE SOUTHWEST QUARTER OF SECTION 2;

THENCE ALONG SAID PARALLEL LINE SOUTH 89°40'06" EAST 69.98 FEET TO A LINE PARALLEL WITH AND 342.00 FEET NORTHERLY OF THE SOUTHERLY LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 2;

THENCE ALONG SAID PARALLEL LINE SOUTH 88°36'14" EAST 30.02 FEET;

THENCE SOUTH 00°21'44" WEST 342.06 FEET TO THE AFOREMENTIONED SOUTHERLY LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 2;

THENCE ALONG SAID SOUTHERLY LINE NORTH 88°36'14" WEST 33.02 FEET TO THE SOUTH QUARTER CORNER OF SAID SECTION 2;

THENCE ALONG THE SOUTHERLY LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 2 NORTH 89°40'06" WEST 66.98 FEET TO THE TRUE POINT OF BEGINNING.

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

PARCEL 2:

THAT PORTION OF THE NORTHEAST 1/4 OF SECTION 11, TOWNSHIP 3 SOUTH, RANGE 1 EAST, SAN BERNARDINO BASE AND MERIDIAN, ACCORDING TO UNITED STATES GOVERNMENT SURVEY, LYING NORTHERLY OF THAT CERTAIN PORTION OF SAID NORTHEAST 1/4 CONVEYED TO THE STATE OF CALIFORNIA BY DEED RECORDED OCTOBER 11, 1961, AS INSTRUMENT NO. 87046 IN BOOK 2997, PAGE 542, OFFICIAL RECORDS.

EXCEPTING THEREFROM, ALL RIGHT, TITLE AND INTEREST IN AND TO ALL HYDROCARBONS, MINERALS, GEOTHERMAL RESOURCES, AND MINERAL ORES OF EVERY KIND AND CHARACTER, METALLIC OR OTHERWISE, SOLID, LIQUID OR GAS AND WHETHER OR NOT HEREAFTER KNOWN TO SCIENCE OR INDUSTRY, NOT KNOWN TO EXIST OR HEREAFTER DISCOVERED UPON, WITHIN OR

UNDERLYING THE SURFACE OF SAID LAND AS SHOWN IN DEED RECORDED JANUARY 28, 1987 AS INSTRUMENT NO. 24458 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

APN: 532-110-015

PARCEL 3:

A NON-EXCLUSIVE EASEMENT FOR ROAD PURPOSES UPON, OVER AND ACROSS THAT PORTION OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 11, TOWNSHIP 3 SOUTH, RANGE 1 EAST, SAN BERNARDINO BASE AND MERIDIAN, INCLUDED WITHIN A STRIP OF LAND 20 FEET WIDE, THE NORTHERLY LINE OF WHICH IS DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE EAST LINE OF THE SAID NORTHWEST 1/4, DISTANT ALONG SAID EAST LINE SOUTH 0°41'41" WEST 1359.31 FEET FROM A 3/4 INCH IRON PIPE AND BRASS CAP MARKED "U.S.G.L.O. 1917" SET FOR THE NORTH 1/4 CORNER OF SAID SECTION;

THENCE NORTH 89°25'57" WEST, 1319.31 FEET TO THE WEST LINE OF THE SAID EAST 1/2.

ALSO THAT PORTION OF THE WEST 20 FEET OF SAID EAST 1/2 LYING SOUTHERLY OF THE SOUTHERLY LINE OF THE ABOVE DESCRIBED 20 FOOT STRIP.

EXCEPT THAT PORTION LYING SOUTHERLY OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT A POINT IN THE WEST LINE OF SAID EAST 1/2, DISTANT ALONG SAID WEST LINE SOUTH 0°25'01" WEST 1041.97 FEET FROM THE POINT OF INTERSECTION THEREOF WITH THAT CERTAIN LINE HEREINABOVE DESCRIBED AS HAVING A BEARING OF NORTH 89°25'57" WEST;

THENCE NORTHEASTERLY ALONG 545 FOOT RADIUS CURVE CONCAVE NORTHWESTERLY FROM A TANGENT BEARING NORTH 56°01'51" EAST, THROUGH AN ANGLE OF 1°46'36", A DISTANCE OF 16.90 FEET;

THENCE NORTH 54°15'15" EAST 50 FEET, AS CREATED IN DEED RECORDED JUNE 10, 1968 AS INSTRUMENT NO. 53726, OFFICIAL RECORDS.

EXHIBIT B

DIF SCHEDULE AS OF EFFECTIVE DATE

City of Banning Development Impact Fees[1]						
Land Use Category	**Fire Facilities**	**General City Facilities**	**Police**	**Traffic**	**Water**	**Wastewater[2]**
Nonresidential – Fee per 1,000 Square Feet - Industrial	$236.00	$239.00	$170.00	$1,791.69	Per Table 8.5 in City Council Resolution 2019-112	$708.54

[1] Represents the City of Banning Development Impact Fees for non-residential land uses effective November 9, 2019 per City Council Resolution No. 2019-112.

[2] Wastewater Facilities Fee shown as per 1 EDU. Wastewater Facilities EDU Factors for every 1,000 square feet are 0.37 for Commercial, 0.13 for Office and 0.14 for Industrial.

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

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 September 25, 2025, 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 July 8, 2025, the City Council adopted Resolution No. 2025-106 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. 2025-106 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. 2025-106 are referred to herein as the "Project Approvals."

6. On August 26, 2025, the City Council adopted Ordinance No. 1611 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. 1611 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 2022090102, SCH Number 2022090102, 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 Resolution 2019-112 adopted by the City Council on September 10, 2019. 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 March 2018. 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. In addition, the Term, the obligations imposed herein, and the lifespan of all Project Approvals, presently in existence or in existence in the future, shall be extended day for day based upon a timely filed lawsuit challenging the validity or legality of this Agreement and/or any of the Project Approvals, until the date on which said challenge is finally resolved. Developer and City shall promptly notify the other Party to this Agreement upon learning of the filing any such third party litigation.

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: _____
Sheri Flynn
Mayor

ATTEST:

By: _____
Vickie Sellers
City Clerk

DEVELOPER

JDNJ ENTERPRISES, LLC,
a Missouri limited liability corporation qualified to do business in California

By: JDNJ, LLC, its Manager

By: JDN Holding Co., LLC, its Manager

By: _____
James G. Sansone, Manager

By: _____
Douglas G. Sansone, Manager

By: _____
Nicholas G. Sansone, Manager

APPROVED AS TO FORM:

By: _____
John O. Pinkney
City Attorney

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EXHIBIT A

SITE LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF BANNING, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCEL 1:

THOSE CERTAIN PARCELS OF LAND LOCATED WITHIN THE MORONGO INDIAN RESERVATION, LOCATED IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, BEING THOSE PORTIONS OF SECTION 1, 2 AND 12 OF TOWNSHIP 3 SOUTH, RANGE 1 EAST, SAN BERNARDINO MERIDIAN, AS SHOWN ON THE OFFICIAL PLAT THEREOF, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 2;

THENCE ALONG THE SOUTHERLY LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 2 SOUTH 89°40'06" EAST 489.00 FEET TO A LINE PARALLEL WITH AND 489.00 FEET EASTERLY OF THE WESTERLY LINE OF SAID SECTION 2, SAID POINT BEING THE TRUE POINT OF BEGINNING;

THENCE ALONG SAID PARALLEL LINE NORTH 00°21'44" EAST 342.00 FEET TO A LINE PARALLEL WITH AND 342.00 FEET NORTHERLY OF SAID SOUTHERLY LINE OF THE SOUTHWEST QUARTER OF SECTION 2;

THENCE ALONG SAID PARALLEL LINE SOUTH 89°40'06" EAST 2164.30 FEET TO THE EASTERLY LINE OF SAID SECTION 2;

THENCE CONTINUING ALONG THE EASTERLY PROLONGATION OF SAID PARALLEL LINE SOUTH 88°36'14" EAST 107.02 FEET TO A LINE PARALLEL WITH AND 107.00 FEET EASTERLY OF THE WESTERLY LINE OF SAID SECTION 1;

THENCE ALONG SAID PARALLEL LINE SOUTH 00°17'18" WEST 270.81 FEET TO THE NORTHERLY LINE OF A STRIP OF LAND 16.50 FEET IN WIDTH, EXCEPTED FROM GRANT DEED REC. 10/7/2004 AS DOC. NO. 2004-0797131, OFFICIAL RECORDS OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA (DEPT. OF INT. FILING 582 173Y07);

THENCE ALONG SAID NORTHERLY LINE SOUTH 89°47'09" WEST 107.00 FEET TO THE WESTERLY LINE OF SAID SECTION 1;

THENCE ALONG SAID WESTERLY LINE SOUTH 00°17'18" WEST 16.50 FEET TO THE SOUTHERLY LINE OF THE AFOREMENTIONED 16.50 FOOT STRIP;

THENCE ALONG SAID SOUTHERLY LINE NORTH 89°47'09" EAST 107.00 FEET TO A LINE PARALLEL WITH AND 107.00 FEET EASTERLY OF THE WESTERLY LINE OF SAID SECTION 1;

THENCE ALONG SAID PARALLEL LINE SOUTH 00°17'18" WEST 52.58 FEET TO THE SOUTH LINE OF SAID SECTION 1, SAID POINT IS LOCATED ON A LINE PARALLEL WITH AND 107.00 FEET EASTERLY OF THE WESTERLY LINE OF SAID SECTION 12;

THENCE ALONG SAID PARALLEL LINE SOUTH 00°03'26" WEST 1044.17 FEET TO THE NORTHERLY LINE OF THAT CERTAIN FINAL ORDER OF CONDEMNATION RECORDED AUGUST 19, 1963 AS INST. NO. 87113 AND THAT CERTAIN FINAL ORDER OF CONDEMNATION RECORDED SEPTEMBER 26, 1967 AS INST. NO. 84776, BOTH OF OFFICIAL RECORDS OF SAID COUNTY OF RIVERSIDE. SAID NORTHERLY RIGHT OF WAY LINE BEING DEPICTED CALTRANS RIGHT-OF-WAY MAP NO. 984524 FILED IN BOOK 204 PAGE 91 OF CALTRANS RIGHT-OF-WAY MAPS AND CALTRANS RIGHT-OF-WAY MAP NO. 452194 FILED IN BOOK 205 PAGE 263 OF CALTRANS RIGHT-OF-WAY MAPS, BOTH ON FILE IN THE MISC. RECORDS OF THE OFFICE OF THE COUNTY SURVEYOR OF SAID COUNTY OF RIVERSIDE;

THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY SOUTH 71°02'58" WEST 113.17 FEET TO THE WESTERLY LINE OF SAID SECTION 2;

THENCE ALONG SAID WESTERLY LINE OF SECTION 12 NORTH 00°03'26" EAST 1081.36 FEET TO THE SOUTHEAST QUARTER OF THE AFOREMENTIONED SECTION 12;

THENCE ALONG THE AFOREMENTIONED SOUTHERLY LINE OF THE SOUTHEAST QUARTER OF SECTION 2 NORTH 88°36'14" WEST 2641.66 FEET TO THE SOUTH QUARTER CORNER OF SECTION 2;

THENCE ALONG THE AFOREMENTIONED SOUTHERLY LINE OF THE SOUTHWEST QUARTER OF SECTION 2 NORTH 89°40'06" WEST 2161.30 FEET TO THE TRUE POINT OF BEGINNING;

RESERVING THEREFROM AN EASEMENT FOR INGRESS, EGRESS AND UTILITIES, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 2;

THENCE ALONG THE SOUTHERLY LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 2 SOUTH 89°40'06" EAST 2583.30 FEET TO A POINT 67.00 FEET WESTERLY OF THE SOUTH QUARTER CORNER OF SAID SECTION 2, SAID POINT IS THE TRUE POINT OF BEGINNING;

THENCE NORTH 00° 21'44" EAST 342.00 FEET TO A LINE PARALLEL WITH 342.00 FEET NORTHERLY OF SAID SOUTHERLY LINE OF THE SOUTHWEST QUARTER OF SECTION 2;

THENCE ALONG SAID PARALLEL LINE SOUTH 89°40'06" EAST 69.98 FEET TO A LINE PARALLEL WITH AND 342.00 FEET NORTHERLY OF THE SOUTHERLY LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 2;

THENCE ALONG SAID PARALLEL LINE SOUTH 88°36'14" EAST 30.02 FEET;

THENCE SOUTH 00°21'44" WEST 342.06 FEET TO THE AFOREMENTIONED SOUTHERLY LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 2;

THENCE ALONG SAID SOUTHERLY LINE NORTH 88°36'14" WEST 33.02 FEET TO THE SOUTH QUARTER CORNER OF SAID SECTION 2;

THENCE ALONG THE SOUTHERLY LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 2 NORTH 89°40'06" WEST 66.98 FEET TO THE TRUE POINT OF BEGINNING.

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

PARCEL 2:

THAT PORTION OF THE NORTHEAST 1/4 OF SECTION 11, TOWNSHIP 3 SOUTH, RANGE 1 EAST, SAN BERNARDINO BASE AND MERIDIAN, ACCORDING TO UNITED STATES GOVERNMENT SURVEY, LYING NORTHERLY OF THAT CERTAIN PORTION OF SAID NORTHEAST 1/4 CONVEYED TO THE STATE OF CALIFORNIA BY DEED RECORDED OCTOBER 11, 1961, AS INSTRUMENT NO. 87046 IN BOOK 2997, PAGE 542, OFFICIAL RECORDS.

EXCEPTING THEREFROM, ALL RIGHT, TITLE AND INTEREST IN AND TO ALL HYDROCARBONS, MINERALS, GEOTHERMAL RESOURCES, AND MINERAL ORES OF EVERY KIND AND CHARACTER, METALLIC OR OTHERWISE, SOLID, LIQUID OR GAS AND WHETHER OR NOT HEREAFTER KNOWN TO SCIENCE OR INDUSTRY, NOT KNOWN TO EXIST OR HEREAFTER DISCOVERED UPON, WITHIN OR

UNDERLYING THE SURFACE OF SAID LAND AS SHOWN IN DEED RECORDED JANUARY 28, 1987 AS INSTRUMENT NO. 24458 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

APN: 532-110-015

PARCEL 3:

A NON-EXCLUSIVE EASEMENT FOR ROAD PURPOSES UPON, OVER AND ACROSS THAT PORTION OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 11, TOWNSHIP 3 SOUTH, RANGE 1 EAST, SAN BERNARDINO BASE AND MERIDIAN, INCLUDED WITHIN A STRIP OF LAND 20 FEET WIDE, THE NORTHERLY LINE OF WHICH IS DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE EAST LINE OF THE SAID NORTHWEST 1/4, DISTANT ALONG SAID EAST LINE SOUTH 0°41'41" WEST 1359.31 FEET FROM A 3/4 INCH IRON PIPE AND BRASS CAP MARKED "U.S.G.L.O. 1917" SET FOR THE NORTH 1/4 CORNER OF SAID SECTION;

THENCE NORTH 89°25'57" WEST, 1319.31 FEET TO THE WEST LINE OF THE SAID EAST 1/2.

ALSO THAT PORTION OF THE WEST 20 FEET OF SAID EAST 1/2 LYING SOUTHERLY OF THE SOUTHERLY LINE OF THE ABOVE DESCRIBED 20 FOOT STRIP.

EXCEPT THAT PORTION LYING SOUTHERLY OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT A POINT IN THE WEST LINE OF SAID EAST 1/2, DISTANT ALONG SAID WEST LINE SOUTH 0°25'01" WEST 1041.97 FEET FROM THE POINT OF INTERSECTION THEREOF WITH THAT CERTAIN LINE HEREINABOVE DESCRIBED AS HAVING A BEARING OF NORTH 89°25'57" WEST;

THENCE NORTHEASTERLY ALONG 545 FOOT RADIUS CURVE CONCAVE NORTHWESTERLY FROM A TANGENT BEARING NORTH 56°01'51" EAST, THROUGH AN ANGLE OF 1°46'36", A DISTANCE OF 16.90 FEET;

THENCE NORTH 54°15'15" EAST 50 FEET, AS CREATED IN DEED RECORDED JUNE 10, 1968 AS INSTRUMENT NO. 53726, OFFICIAL RECORDS.

EXHIBIT B

DIF SCHEDULE AS OF EFFECTIVE DATE

City of Banning Development Impact Fees[1]						
Land Use Category	**Fire Facilities**	**General City Facilities**	**Police**	**Traffic**	**Water**	**Wastewater[2]**
Nonresidential – Fee per 1,000 Square Feet - Industrial	$236.00	$239.00	$170.00	$1,791.69	Per Table 8.5 in City Council Resolution 2019-112	$708.54

[1] Represents the City of Banning Development Impact Fees for non-residential land uses effective November 9, 2019 per City Council Resolution No. 2019-112.

[2] Wastewater Facilities Fee shown as per 1 EDU. Wastewater Facilities EDU Factors for every 1,000 square feet are 0.37 for Commercial, 0.13 for Office and 0.14 for Industrial.

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

CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Arturo Vela, Acting City Manager**
PREPARED BY:	**Ralph Wright, Parks and Recreation Director** **Ralph Wright, Parks and Recreation Director**
MEETING DATE:	**August 26, 2025**
SUBJECT:	**Parks and Recreation Report of Monthly Activities through the 4th Quarter of Fiscal Year 2024/2025 - June 2025**

RECOMMENDATION:

Receive and file.

BACKGROUND:

To better track the participation levels of parks and recreation program offerings and the facilities usage for parks and recreation programs and services, staff developed a monthly report that is used to compile and present our numbers, help tell our story and allow for easy year over year comparison.
The ten-page report includes parks staff activities, park and facility usage, sports and classes participation, Senior activities, Banning Connect ridership and passes sold, aquatics programming, special events and the last page is a tracking page for trips and activities associated with the Outdoor Equity Program grant. The report is aligned with the fiscal year, July through June of each year and compiled each month.

Staff brings the report to the Council after each quarter of the Fiscal Year. Attached in this item, is the June 2025 report that contains participation information through the end of the 4th quarter of FY 2024-25 and includes participation data for the entire 2024/2025 Fiscal year.

The 4th quarter report shows strong ongoing park and facility usage as well as continued strong participation data throughout all programming areas. Many of our regular ongoing programs continue to be at capacity or nearing capacity. The June report also shows the start of our Summer programming with the start of our Summer Day Camp program and the aquatic programming in full swing.

The June report continues to show great participation throughout all programming and services offered in the Senior Center. The daily meal program has grown to offering up to 70 daily meals.

Although there has been a slight reduction in the total number of incidents of graffiti and a reduction in the total incidents of vandalism through the 4th quarter of the Fiscal Year, the impacts on the department and the general public are noticeable. These negative incidents significantly impact our park staff's ability to perform ongoing park’s maintenance and the general public’s ability to use the park.

JUSTIFICATION:

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

FISCAL IMPACT:
There is no fiscal impact with this report

ALTERNATIVES:
None provided.

BUDGETED?:
No

CONTRACT/AGREEMENT:
No

ATTACHMENTS:
1. Parks and Recreation MRA - June 2025.pdf

PARK and REC Stats

June 2025

*Fiscal Year *
24-25



June is full of dancing, swimming, and celebrating holidays like Juneteenth and Father's Day. We remind ourselves that celebrating with friends is good medicine and days at the pool are what makes summer great.



Parks Maintenance	P1
Parks Usage	P2
Facility Usage	P3
Sports/Volunteers	P4
Senior Center	P5
Classes / Programs	P6
Transit	P7
Aquatics	P8
Special Events	P9
OEP	P10





Park Maintenance

Six parks with approximately 58 developed acres maintained

	Monthly		Year-to-Date	
	2023-2024	2024-2025	2023-2024	2024-2025
# of trees PLANTED	0	**0**	11	**1**
# of trees REMOVED	2	**0**	13	**4**
# of trees TRIMMED	15	**2**	77	**93**
Service requests completed by Parks	9	**8**	94	**91**
Vandalism incidents repaired	9	**11**	114	**106**
Graffiti incidents repaired	26	**21**	240	**215**

The Monthly Reports are based on a fiscal year
July 1, 2024- June 30, 2025

Park Usage

Dysart Park



Roosevelt Williams



Repplier Park



Richard Sanchez



Sylvan Park





Barrel racing summer series is back in Dysart on Wednesday nights!

Picnic Area Usage (scheduled) # of uses	Monthly		Year-to-Date	
	2023-2024	2024-2025	2023-2024	2024-2025
Lion's Park	0	0	1	2
Repplier Park	1	18	15	60
Roosevelt Williams Small	0	1	2	2
Roosevelt Williams Large	5	2	23	15
Sylvan Park	23	22	61	60
TOTAL	29	43	102	140

Park/Field Usage # of uses	Monthly		Year-to-Date	
	2023-2024	2024-2025	2023-2024	2024-2025
Dysart Park	0	6	44	46
Lion's Park	90	3	473	346
Repplier Park	29	33	324	269
Richard Sanchez	0	0	0	0
Roosevelt Williams	0	0	0	3
Sylvan Park	20	8	129	115
East Ramsey Lot	0	0	1	11
Carpenter Hamilton Park	0	0	1	0
TOTAL	130	50	963	795

Once a month, we have the privilege of hosting IHSS training and orientation at our senior center. The goal of the IHSS program is to enable elderly and/or disabled persons to remain safely in independent living as long as possible. IHSS Services may include meal preparation and clean-up, food shopping, bathing, dressing, personal care, domestic services (cleaning) assistance with medications, etc. This in- home assistance is designed to allow persons to remain in their home rather than be placed in an institutional setting.

Community Center # of uses	Monthly		Year-to-Date	
	2023-2024	2024-2025	2023-2024	2024-2025
Small Meeting Room	60	25	237	186
Large Dance Room	65	21	249	195
Gymnasium	95	74	999	1031
Kitchen	1	0	13	26
Parking Lot	2	1	31	24
TOTAL	223	121	1529	1463

Senior Center # of uses	Monthly		Year-to-Date	
	2023-2024	2024-2025	2023-2024	2024-2025
Nutrition Site	24	27	296	321
Multi-purpose Room	27	37	384	396
TOTAL	51	64	680	717

Playhouse Bowl # of uses	Monthly		Year-to-Date	
	2023-2024	2024-2025	2023-2024	2024-2025
Meeting Room	19	22	139	129
Amphitheater	0	1	17	13
TOTAL	19	23	155	142

Roosevelt Williams and Armory # of uses	Monthly		Year-to-Date	
	2023-2024	2024-2025	2023-2024	2024-2025
Roosevelt Will. Meeting Room	1	1	28	68
Armory	9	1	107	81
TOTAL	10	2	135	149

n/a - Figures not available



Registration for our annual Soccer Camp has begun! Banning United Soccer Academy in partnership with Parks and Recreation provide such an awesome opportunity for Soccer minded kids in the community to focus on their skills over the summer.

Youth Sports	# of Participants Monthly 2024-2025	# of Participants Year to Date 2024-2025	# of Teams Year-to-Date 2024-2025	Facility Visits Year To Date 2024-2025
Youth Basketball	0	329	28	5470
Youth Flag Football	0	111	8	1386
Youth Soccer	0	161	11	1445
Smart Start	0	22	0	132
TOTAL	0	623	47	8433
Adult Sports	**# of Participants Monthly 2024-2025**	**# of Participants Year to Date 2024-2025**	**# of Teams Year-to-Date 2024-2025**	**Facility Visits Year To Date 2024-2025**
Adult Softball	NO	NO	NO	NO
Adult Basketball	0	80	8	480
TOTAL	0	80	80	480

Volunteers	# of Volunteers Monthly 2024-2025	Hours volunteered Monthly 2024-2025	# of Volunteers Year to Date 2024-2025	Hours volunteered Year To Date 2024-2025
Coaches	0	0	90	822
Events	0	0	75	1772
Senior Center	16	183	224	3582.5
TOTAL	16	183	389	6176.5

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

June 2025







I want to shout out a huge thank you to our senior center staff and volunteers. They continue to make incredibly fun and meaningful things happen for our seniors when they plan activities!

Classes/Programs	# of Participants Monthly 2024-2025	# of Participants Year to Date 2024-2025
Games & Puzzles	43	547
Bingo & Loteria	112	1275
Health & Wellness Classes	160	2518
Crafts & Activities	55	839
Pool Table	16	276
Education Classes	57	534
Movies	41	503
Events	215	1760
Sponsored Social Programs	0	707
Presentations	40	812
TOTAL	739	9771

Services	# of Participants Monthly 2024-2025	# of Participants Year to Date 2024-2025
Fill the Cupboard	33	380
Computer Lab	25	614
Daily Meals	730	9002
Paralegal	0	3
Phone / Walk-in Referrals	141	2403
Morning Greeters	110	1320
Food Vouchers / Salvation Army/Other Services	1	11
Happiness Campaign	100	869
Boutique	73	1227
Cool/Warm Center	0	48
Morongo Moravian Gifts	0	66
Total	1213	15943



June 2025







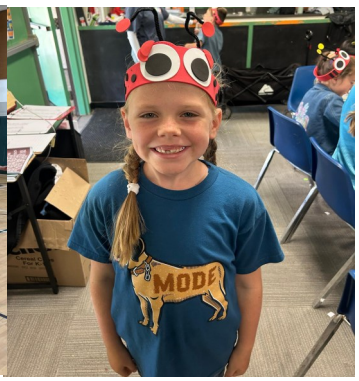
It is Day Camp time! We have been doing this program for years, but every year is an adventure entirely its own. This year we look forward to field trips and wholesome presentations.

Classes/Programs	# of Participants Monthly 2024-2025	# of Participants Year to Date 2024-2025	Facility Visits Year To Date 2024-2025
Adult Programs/Classes	118	1940	2951
Youth Programs/Classes	35	951	4877
Special Needs Programs/Classes	142	1391	1531
Day Camp	250	566	2296
Open Gym Basketball	0	1105	1105
Open Gym Pickleball	40	968	968
Open Gym Volleyball	0	0	0
TOTAL	585	6930	13728









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

Transit Passes

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



Bus Passes Purchased	# of Passes Monthly	# of Passes Year to Date
	2024-2025	2024-2025
Day Pass	n/a	n/a
Disabled Bus Pass	0	0
General Bus Pass	0	2
Senior Bus Pass	1	1
Youth Bus Pass	n/a	n/a
Banning Student Bus Pass	0	0
General Ticket Book	3	32
Senior Disabled Ticket Book	2	2
Dial-A-Ride 10 ticket Pass	n/a	n/a
TOTAL	6	40

Ridership Numbers	# of Passengers Monthly	# of Passengers Year to Date
	2024-2025	2024-2025
Senior/Disabled Passengers	2384	32899
General Passengers	5357	46977
Non Resident Riders	180	9254
Cabazon Zone Passengers	981	9551
Youth Passengers	104	1340
Student Passengers	838	10294
Veteran Passengers	23	430
Dial-A-Ride Passengers	343	4088
TOTAL	10210	114842









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

June 2025

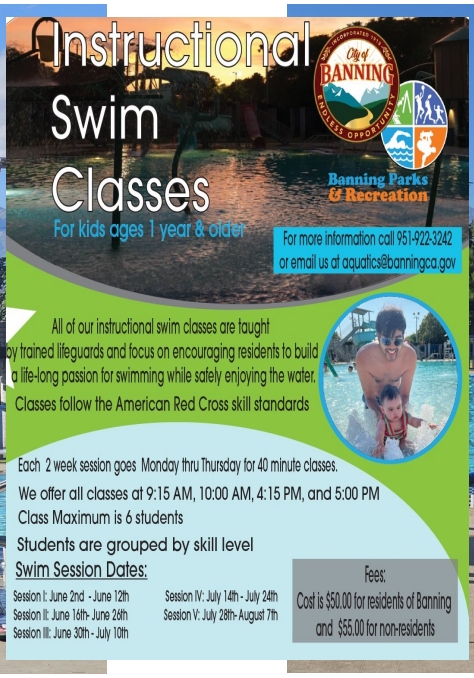
June	Monthly Visits 2024-2025	Monthly Visits 2024-2025	Yearly Visits 2024-2025
Child Admission	2862	2862	6399
Adult Admission	1734	1734	3669
Senior Admission	174	174	505
Lap Swim Adult	17	17	75
Lap Swim Senior	43	43	337
Adult Swim Lessons	3	3	11
Children's Lessons	276	2208	5136
Senior Water Exercise	26	26	99
Aqua Zumba	138	138	418
Pool Rentals:	3	540	3600
Dive-In Movie Admission	943	943	1786
Cabana Rentals	7	175	900
TOTAL	6226	8863	22935

Our Swim Season is in full swing and our swim lessons focus on encouraging residents to build a life-long passion for swimming while safely enjoying the water.









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

Special Events	Year-to-Date	
# Participants/Attendees	2024-2025 Monthly	2024-2025
July 4th Celebration	0	2000
Evening Concert Series	0	8000
Hispanic Heritage	0	1000
Glow Party	0	180
Lego Party	0	15
Halloween Trunk or Treat	0	1400
Family Color Run	0	72
Beary Party	0	24
Santa Shoppe & Pancake Breakfast	0	304
Polar Express Party	0	34
Christmas at the Ranch	0	900
Paint Party	0	7
Disaster Expo	0	250
Total:	0	14186



We are looking forward to our 4th of July celebration! Who doesn't love coming together with their community and enjoying fireworks.

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

Outdoor Equity Program

June

June 2025

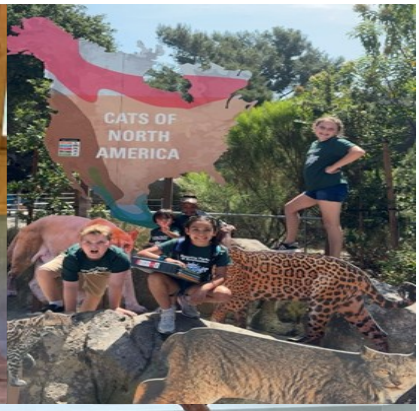
10

The Outdoor Equity Program seeks to provide outdoor experiences and opportunities to the Banning community. Combining education and the outdoors, the Outdoor Equity Program allows participants to seek enriching outdoor experiences like our Day Camp Field Trips! We have also been busy this summer with our Teen Development programs like Jr. Rec and Youth Council or even our Teen Gym Night.

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

June	Monthly Events/ Activities 2024-2025	Monthly Partici-pants 2024-2025	Yearly Participants 2024-2025
Community Clean Ups	0	0	70
Teen Development	3	12	58
Events	1	11	161
Programs	1	10	163
Trips	2	112	640
TOTALS	3	145	1092















CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Arturo Vela, Acting City Manager**
PREPARED BY:	**Yvette Vaca, Administrative Sergeant** **Vincent Avila, Chief of Police**
MEETING DATE:	**August 26, 2025**
SUBJECT:	**Receive and File Animal Control Statistics for the Months of June and July 2025**

RECOMMENDATION:

Receive and file.

BACKGROUND:

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

JUSTIFICATION:

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

FISCAL IMPACT:

None.

ALTERNATIVES:

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

BUDGETED?:

No

CONTRACT/AGREEMENT:

No

ATTACHMENTS:

1. Good Police Stats ACO June July 2025.pdf

BANNING POLICE DEPARTMENT
JUNE, 2025

CATEGORY	Jun-25	Jun-24	% CHGE	YTD-25	YTD-24	% CHGE
Calls for Service	123	110	12%	611	660	-7%
Animals Impounded	6	6	0%	33	51	-35%
Animals Euthanized	2	5	-60%	8	27	-70%
Bite Reports	3	1	200%	17	15	13%
Citations Issued	0	0	0%	0	0	0%
Fees/Bills/Outside Costs	295.5	0	29550%	2242.09	8039.86	-72%

BANNING POLICE DEPARTMENT
JULY, 2025

CATEGORY	Jul-25	Jul-24	% CHGE	YTD-25	YTD-24	% CHGE
Calls for Service	118	71	66%	729	731	0%
Animals Impounded	5	1	400%	38	52	-27%
Animals Euthanized	2	2	0%	10	29	-66%
Bite Reports	5	5	0%	22	20	10%
Citations Issued	0	0	0%	0	0	0%
Fees/Bills/Outside Costs	1282	0	128200%	3524.09	8039.86	-56%

CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Arturo Vela, Acting City Manager**
PREPARED BY:	**Ralph Wright, Parks and Recreation Director** **Ralph Wright, Parks and Recreation Director**
MEETING DATE:	**August 26, 2025**
SUBJECT:	**Ground Lease Agreement - COB and Diversified Pacific Development Group, LLC for Stagecoach Days Overflow Parking**

RECOMMENDATION:

That the City Council authorize the Acting City Manager to execute the Ground Lease Agreement with Diversified Pacific Development Group, LLC, for overflow parking during Stagecoach Days 2025.

BACKGROUND:

The annual Stagecoach Days event is held in September each year at A.C. Dysart Park. In June of 2025, the City entered into and approved a renewed MOU with the Banning Stagecoach Day's Association to support the event through cash support as well as In-Kind service support. The event has grown and parking on the Dysart grounds is not sufficient for all attendees. To assist with this additional parking need, the City of Banning has entered into ground lease agreements with Diversified Pacific Development Group for several years to accommodate overflow parking during Stagecoach Days. The Agreement allows the city to use land owned by Diversified Pacific for a nominal fee of $1.00. The lease agreement is for the lot directly east of Dysart Park and has served as an overflow parking area for the past events without complications.

JUSTIFICATION:

Parking at Dysart Park is not sufficient to accommodate parking needs during Stagecoach Days. The Diversified Pacific property is immediately adjacent to the parking lot at Dysart Park and rent charged is a $1 fee. Without the Agreement, off-site parking and shuttle buses would be required.

FISCAL IMPACT:

No significant fiscal impact as agreement calls for a nominal fee of $1 for the term of the ground lease.

ALTERNATIVES:

1. Approve as recommended.
2. Do not approve and provide alternative direction.

BUDGETED?:
Yes

CONTRACT/AGREEMENT:
Yes

ATTACHMENTS:
1. 2025 Stagecoach Days Overload Parking Ground Lease-Div Pac LLC (Signed).pdf

GROUND LEASE AGREEMENT

THIS GROUND LEASE AGREEMENT ("**Lease**") is made as of August 14, 2025 ("**Effective Date**") by and between RANCHO SAN GORGONIO, LLC, a Delaware limited liability company ("**Landlord**") and the City of Banning, a California municipal corporation ("**Tenant**"), who agree as follows:

R E C I T A L S

A. Landlord owns that certain real property located in the City of Banning, County of Riverside, State of California, known as Assessor's Parcel Number 537-190-021 (the "**Land**");

B. Tenant is the host of a community event commonly known as Stagecoach Days ("**Stagecoach Days**"). Tenant desires to lease portions of the Land, as depicted on **Exhibit "A"** attached hereto and described in Section 6.1 hereof (the "**Premises**"), for the purposes of parking and accessing roads and entrances for Stagecoach Days attendees and participants.

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which are acknowledged, Landlord and Tenant agree as follows:

Section 1. Incorporation of Recitals.

The foregoing recitals are hereby incorporated by this reference as though fully set forth at length herein.

Section 2. Creation of Lease.

For and in consideration of the rents to be paid and covenants to be performed by Tenant under this Lease, Landlord hereby agrees to lease, and Tenant agrees to hire from Landlord, on the terms and conditions set forth in this Lease, the portions of the Premises, together with all easements, rights and appurtenances in connection therewith.

Section 3. Term.

The term of this Lease ("**Lease Term**") shall be for a period commencing on September 3, 2025 ("**Commencement Date**") and terminating on September 10, 2025 ("**Termination Date**").

Section 4. Rent.

The parties agree that the fair market value for Tenant's use and possession of the Premises is the sum of One Dollar ($1.00) ("**Base Rent**") for the Lease Term.

Section 5. No Partnership or Joint Venture.

Nothing in this Lease shall be construed to render the Landlord in any way or for any purpose a partner, joint venture, or associate in any relationship with Tenant other than that

of Landlord and Tenant, nor shall this Lease be construed to authorize either to act as agent for the other.

Section 6. Use of Premises.

6.1. Permitted Use. The Premises shall be used and occupied by Tenant for the purposes of (a) access, ingress and egress, (b) parking, and (c) the installation and removal of a fence across a portion of the Land, all as shown on **Exhibit "A"** attached hereto (unless otherwise agreed by Landlord), and for no other functions ("**Permitted Use**").

6.2 Compliance with Laws. Tenant shall observe and comply with all laws, regulations, orders or directives of the appropriate governing authorities pertaining to the manner in which Tenant uses the Premises.

6.3 Condition of Premises. Tenant accepts the Premises in its "as-is" condition. Landlord gives no representation or warranty whether or not: (a) the Premises is in full compliance with all applicable laws, (b) there is any restriction, condition or covenant in the chain of title to the Premises, or (c) there is any zoning ordinance or other municipal or governmental statute, action, law or regulations, impeding, limiting or prohibiting the use of the Premises by Tenant for the purposes described herein.

Section 7. Utilities.

Tenant shall make arrangements for and pay the cost of all utilities and services furnished to the Premises or used by Tenant, if any, including, without limitation, gas, electricity, water, telephone service and trash collection. Landlord shall not be liable in damages, consequential or otherwise, nor shall there be any rent abatement, arising out of any interruption in utility services for any reason other than Landlord's willful misconduct.

Section 8. Alternations, Replacements and Improvements.

8.1. Alterations. Subject to Section 9.4, Tenant may make any alterations, additions or improvements to the Premises reasonably necessary to facilitate the operation of its business as described herein.

8.2. Right to Remove. Any such alterations, additions or improvements, unless expressly agreed otherwise, may be removed by Tenant at any time, provided that Tenant shall repair any damage to the Premises caused by such removal.

Section 9. Repair and Maintenance.

9.1. Landlord's Obligations. Landlord shall have no repair or maintenance obligations under this Lease.

9.2 Tenant's Obligations. Tenant is obligated to maintain the Premises at Tenant's sole cost and expense and at no cost and expense to Landlord, as follows:

a) Throughout the Lease Term, Tenant shall maintain the Premises in good condition and repair and in accordance with all applicable laws, permits, licensees and other governmental authorizations, rules, ordinances, orders, decrees and regulations now or hereafter enacted, issued, or promulgated by federal, state, county, municipal and other governmental agencies, bodies and courts having or claiming jurisdiction over the Premises and all their respective departments, bureaus and officials, as well as any rules, orders, regulations and requirements now or hereafter enacted, issued or promulgated by the insurance underwriting board or insurance inspection bureau having or claiming jurisdiction and all insurance companies insuring all or any part of the Land.

b) Tenant shall promptly and diligently repair the Premises and all improvements thereon to maintain or comply as above or to remedy all damage to or destruction of all or any part of the improvements. Tenant shall maintain all dust control requirements of the City of Banning during the Lease Term. Any repair, restorations, alteration, addition, removal, maintenance, replacement and other act of compliance under this section (hereafter collectively referred to as "**restoration**") shall be completed by Tenant whether or not funds are available from insurance proceeds, condemnation proceeds or subtenant contributions.

9.3. Tenant shall keep the Premises in a clean condition, free of oil, gas and other automotive related fluids, and shall dispose into a trash receptacle(s) daily all trash and refuse of any kind from the Premises at its own expense.

9.4. At the expiration of the Lease Term or prior termination, Tenant shall surrender the Premises to Landlord in the same or better condition in which the Premises was delivered to Tenant.

Section 10. Insurance.

10.1. Public Liability. Tenant shall provide and maintain comprehensive broad form general public liability insurance for the mutual benefit of Landlord and Tenant against claims and liability for personal injury, death or property damage arising from the use, occupancy, disuse or condition of the Premises, improvements or adjoining areas or ways, providing protection in reasonable amounts but not less than Two Million Dollars ($2,000,000.00) for any one accident or occurrence or One Million Dollars ($1,000,000.00) for property damage. Such insurance shall name Landlord, Diversified Pacific Development Group, LLC, a California limited liability company, Diversified Pacific Opportunity Fund I, LLC, a Delaware limited liability company, Cayman Construction, Inc., a California corporation, and each of their officers, directors, shareholders, managers, members, agents, employees and representatives (collectively, the "**Landlord Parties**") as an additional insured.

10.2. Other Insurance. Tenant shall procure and keep in force and in form and amount of coverage satisfactory to Landlord, with the Tenant being responsible for the cost of all insurance deductibles and self-insured retention amounts, if any.

a) If Tenant commits, permits or causes the conduct of any activity or the bringing or operation of any equipment on or about the Premises or improvements creating unusual hazards, Tenant shall promptly procure and maintain in force during such activity or operation insurance sufficient to cover the risks represented thereby. Landlord's demand for unusual hazard insurance shall not constitute a waiver of Landlord's right if Landlord would otherwise have that right to demand the removal, cessation, or abatement of such activity of operation.

10.3. Form of Insurance. All insurance required by express provisions of this Lease shall be carried only with responsible insurance companies acceptable to Landlord and licensed to do business in the State of California.

Section 11. Indemnification.

11.1. Tenant's Indemnity. Tenant hereby agrees to indemnify and hold Landlord and the other Landlord Parties harmless to the fullest extent permitted by law and to defend Landlord Parties, at Tenant's sole expense and with counsel reasonably acceptable to Landlord Parties, from and against all of the following, (hereinafter collectively referred to as "**Claims**"): claims, losses, costs, damage, expenses, liabilities, liens, actions, causes of action (whether in tort or contract, law or equity, or otherwise), charges, assessments, fines, and penalties of any kind (including consultant and expert expenses, court costs, and attorney fees actually incurred), and all economic losses and consequential or resulting damage of any kind, relating to: (i) damage or injury to person or property on or about the Premises and the improvements from any cause whatsoever; and (ii) Tenant's failure to comply with any covenant of this Lease on its part to be performed. Tenant's duty to defend Landlord Parties is separate and independent of Tenant's duty to indemnify Landlord Parties. The duty to defend applies regardless of whether the issues of negligence, liability, fault, default or other obligation on the part of Tenant have been determined. The duty to defend applies immediately, regardless of whether Landlord Parties have paid any sums or incurred any detriment arising out of or relating, directly or indirectly, to any of the aforementioned claims. It is the express intention of the parties that Landlord Parties shall be entitled to obtain summary adjudication or summary judgment regarding Tenant's duty to defend Landlord Parties at any stage of any claim or suit within the scope of this agreement. The indemnification provided in this paragraph may not be construed or interpreted as in any way restricting, limiting or modifying tenant's insurance or other obligations under Section 10 above, and is independent of Tenant's insurance and other obligations; and Tenant's compliance with the insurance requirements and other obligations thereunder shall not in any way restrict, limit or modify Tenant's indemnification obligations hereunder.

Section 12. Damage and Destruction.

This Lease shall remain in full force and effect regardless of whether the Premises or any part thereof or any appurtenance thereto is damaged by fire or other casualty. If any of the foregoing events occur, there shall be no abatement in rent.

Section 13. Assignment.

Tenant may not assign this Lease or any interest without written consent of Landlord, which may be denied as determined by the Landlord in its sole opinion.

Section 14. Default and Remedies.

14.1. Events of Default. Any one or more of the following shall be deemed events of defaults by Tenant under the terms of the Lease ("**Event of Default**"):

a) Failure to pay rent. The failure by Tenant to prepay rent.

b) Failure to perform. The failure by Tenant to perform any other of the terms, conditions or covenants of this Lease to be observed or performed by Tenant for more than two (2) days after receipt of a written notice from Landlord of such default, unless such default is of a nature that it cannot practicably be cured within said two day period and Tenant is proceeding with due diligence to cure such default.

c) Bankruptcy. An assignment by Tenant for the benefit of creditors, or the voluntary filing by Tenant or the involuntary filing against Tenant of a petition, other court action or suit under any law.

14.2. Remedies. Upon the occurrence of an Event of Default, Landlord shall have the following rights:

a) Right to Terminate. In the event of any default by Tenant, Landlord, in addition to any other remedies available to Landlord at law or in equity, shall have the option to terminate this Lease and all rights of Tenant hereunder by giving written notice of such intention to terminate.

b) Reentry on Premises. In the event of any default by Tenant, Landlord shall also have the right, with or without terminating this Lease, to reenter the Premises and to remove all persons and property from the Premises. Personal property removed may be stored in a public warehouse or elsewhere at the cost of and for the account of Tenant.

Section 15. Cumulative Remedies.

No mention in this Lease of any specific right or remedy shall preclude either party from exercising any other right or from having any other remedy or from maintaining any action to which it may be otherwise entitled either at law or in equity.

Section 16. Holding Over.

This Lease shall terminate without further notice at expiration of the term. Any holding over by Tenant after expiration shall not constitute a renewal or extension or give Tenant any rights in or to the Premises except as otherwise expressly provided in this Lease. Any holding over by Tenant of the Premises after expiration of this Lease shall operate and be construed as a tenancy from month to month on the same terms, covenants, conditions, provisions and agreements contained in this Lease, except that the Base Rent shall be Zero Dollars ($0.00) per month payable in cash.

Section 17. Environmental Matters.

Tenant shall be responsible for any remediation of environmental contamination of the Premises required by applicable orders, directives, laws, statutes, ordinances, rules or regulations of local, state, federal or other governmental or quasi-governmental authorities caused by Tenant. Tenant shall indemnify, defend and hold Landlord Parties harmless from and against any and all Claims arising from or in connection with the foregoing.

Section 18. Notices.

Any written notice, demand, request or communication that any party hereunder desires or is required to give to or serve on another party hereunder or any other person pursuant to this Lease shall be in writing and delivered by personal delivery or overnight courier to the party entitled thereto and shall be deemed to have been given immediately upon personal delivery or two (2) days after delivery by overnight courier. The addresses of the parties hereto, for purposes of delivery of notices, are as follows, but any party may change their address for the purpose of this Lease by notice in writing to the other parties:

On behalf of Landlord:

Rancho San Gorgonio, LLC
10621 Civic Center Drive
Rancho Cucamonga, California 91730
Attn: Matthew A. Jordan
Telephone: (909) 481-1150
E-mail: mjordan@divpac.com

On behalf of Tenant:

City of Banning, California
99 E. Ramsey Street
Banning, California 92220
Attn: Art Vela, Acting City Manager
Tel: (951) 922-3104
Email: avela@banningca.gov

Section 19. General Provisions.

19.1. Entire Agreement, Modifications and Waiver. This Lease constitutes the entire agreement between the parties with respect to such terms as are included herein and the parties acknowledge that they have not executed this instrument in reliance on any promise or representation or warranty not contained herein. This Lease supersedes and replaces all prior negotiations and/or proposed leases. This Lease may not be contradicted by evidence of any prior or contemporaneous oral or written agreement. No alteration, supplement, modification or amendment of this Lease shall be binding unless executed in writing by all of the parties hereto. No waiver of any of the provisions of this Lease shall be deemed or shall constitute a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiter. No waiver shall be binding unless executed in writing by the party making the waiver.

19.2. Applicable Law, Jurisdiction and Venue. This Lease shall be deemed to have been entered into and shall, in all respects, be interpreted, construed, enforced and governed by and under the laws of the State of California. The Riverside County Superior Court, Main Branch shall have jurisdiction over the parties as to the matters presented herein.

19.3. Section Headings, Gender and Syntax. The section and paragraph headings contained in this Lease are for reference purposes only and shall not affect in any way the construction or interpretation of this Lease. Whenever in this Lease the context so requires, the masculine or feminine or neuter gender and the singular and plural number shall be deemed to refer and include the other.

19.4. Additional Documents. To the extent that it is necessary or appropriate to prepare and execute any additional documents in order to effectuate this Lease, the parties agree to do so in a timely manner.

19.5. Binding on Successors. Subject to Section 13, this Lease shall be binding on and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors, assigns, executors and administrators. This Lease shall run with the land.

19.6. No Third Party Rights. Except as otherwise expressly set forth herein, nothing contained in this Lease is intended to confer any right or benefit upon any person or entity other than the parties hereto and their successors.

19.7. Severability. If any provision of this Lease is held invalid or unenforceable, in whole or in part, by any court of final jurisdiction, it is the intent of the parties that all other provisions of this Lease be construed to remain fully valid, enforceable and binding on the parties in all respects as if such invalid or unenforceable provision were omitted. Any court of final jurisdiction will have the authority to modify or replace the invalid or unenforceable term or provision with a valid and enforceable term or provision that most accurately represents the intention of the parties.

19.8. Attorney Fees. If any legal or administration action or any arbitration or other proceeding is brought for the enforcement of this Lease or because of an alleged dispute, breach, default or misrepresentation in connection with any of the provisions of this Lease, the successful or prevailing party or parties shall be entitled to recover reasonable attorneys' fees and other costs and expenses incurred in that action or proceeding in addition to any other relief to which it or they may be entitled.

19.9. Time of the Essence. Time is of the essence of this Lease.

19.10. Counterparts, Fax and Electronic Transmission. This Lease may be executed in counterparts and exchanged by facsimile, email or other electronic means, and all original, facsimile or electronic counterparts, when taken together, shall be valid as one instrument as though signed in original on a single page.

19.11. Authorization. Any party signing this Lease on behalf of an entity or other than themselves, hereby represents and warrants that such party has authority to sign on behalf of the indicated entity.

19.12. Exhibits. The following exhibits are incorporated into this Lease with the understanding that in the event of any conflict between the provisions of such exhibits and this Lease, the provisions of this Lease shall have precedence and control:

a) **Exhibit "A"** – Premises depiction;

[signatures to follow]

IN WITNESS WHEREOF the parties hereto have executed this Lease as of the date hereunder.

"LANDLORD":

RANCHO SAN GORGONIO, LLC, a
Delaware limited liability company,

By: Diversified Pacific Development Group, LLC,
a California limited liability company
Its Manager

By: _____
Matthew A. Jordan
Co-Managing Member

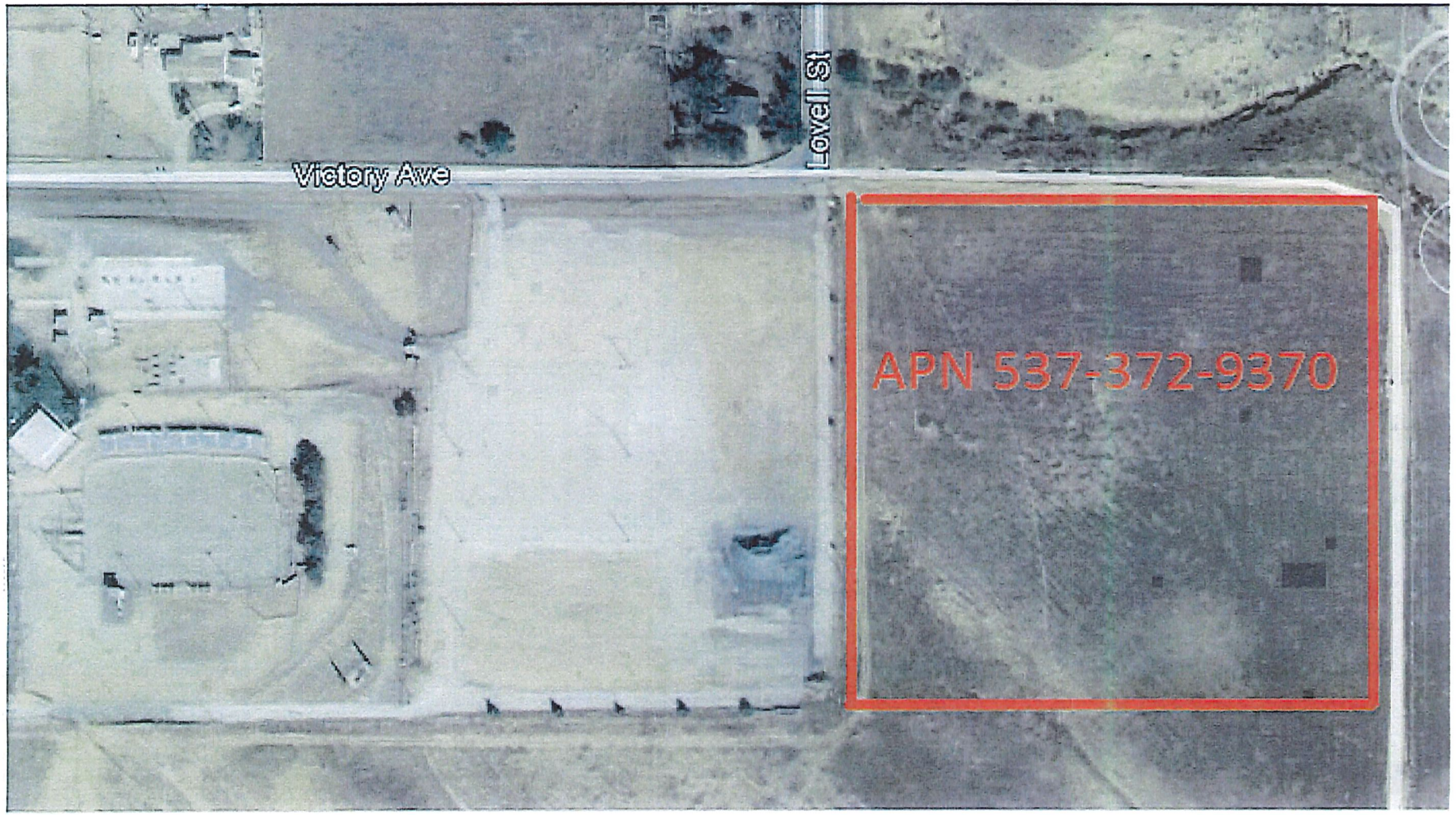
"TENANT":

CITY OF BANNING, a
California municipal corporation

By:_____
Name:_____
Title:_____

EXHIBIT "A"

THE PREMISES


Victory Ave
Lovell St
APN 537-372-9370

CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Arturo Vela, Acting City Manager**
PREPARED BY:	**Nate Smith, Deputy Director of Public Works/City Engineer**
MEETING DATE:	**August 26, 2025**
SUBJECT:	**Approve Amendment No. 1 to the Purchase Order with Couts Heating and Cooling, Inc of Corona, California for As-Needed HVAC Services for City of Banning Facilities in the Amount of $12,000 for a Total Purchase Order of $37,000**

RECOMMENDATION:

Approve Amendment No. 1 to the purchase order with Couts Heating and Cooling, Inc.

BACKGROUND:

The Building Maintenance Division is tasked with and responsible for essential building and system services, including maintenance of the Citywide Heating, Ventilation, and Air Conditioning (HVAC) systems. As-needed services are contracted out to an HVAC specialist when the systems are in need of repair, or suffer a failure that requires servicing. For these services, the City has utilized Couts Heating and Cooling "Couts".

Couts was issued a purchase order for $25,000 in July 2024 for the 24/25 fiscal year, expiring on 6/30/25. The purchase order limits any single items to not exceed $5,000. Any single cost over that amount is subject to separate CUPCCAA purchasing requirements.

Due to many factors, including delay in invoice issuance, staff outages, and staff shortages, there were several calls for as-needed services that were delayed in processing, and in summation exceed the authorized amount in the PO that were recieved after July 1 2025 for services provided between the end of March 2024 and the middle of June 2024. In total, there are 6 invoices for $11,547.37. The remaining available balance on the PO is $768.49, leaving a deficit of $10,778.88. As such, the request of Council is to authorize Amendment No. 1 for an additional $12,000 on the PO.

Prior to this request, City staff has requested all outstanding invoices from Couts to ensure there are no additional expenses on the PO for FY24/25. After the outstanding invoices are paid, the PO can be closed and remaining authorized funds would remain unspent.

JUSTIFICATION:

HVAC is a necessary facility function to ensure safe work environments for City staff. The unpredictable nature of HVAC failures, especially into the spring and summer seasons, makes estimating actual needs challenging.

To address this concern in the future, Public Works Staff, in cooperation with Purchasing Staff, will

implement the following changes to past practices:

1. Refresh staff on purchasing policy (B-30) and potential consequences when not adhered to
2. Solicit bids to establish a 5-year contract (2 years with optional 1-year extensions), subject to City Council approval with annual PO limits above $25,000 and a cumulative limit for the 5-year contract period.
3. Issue a partial year PO for FY25/26 at reduced limits ($12,500) to allow for a contract to be solicited and approved by City Council.

FISCAL IMPACT:

There is sufficient budget to fund Amendment No. 1 to the Couts Purchase Order in the approved Building Maintenance budget for Fiscal Year 2024/2025.

ALTERNATIVES:

Reject Amendment No. 1, which would prohibit the City from paying the service provider for services that were already rendered to the City.

BUDGETED?:

Yes

CONTRACT/AGREEMENT:

Yes

CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Arturo Vela, Acting City Manager**
PREPARED BY:	**Fred Lyn, Deputy Director of Electric** **Art Vela, Acting City Manager / Director of Public Works**
MEETING DATE:	**August 26, 2025**
SUBJECT:	**Receive and File the Final Report of the City of Banning's Broadband Feasibility Study**

RECOMMENDATION:

Receive and File the Final Report of the Broadband Feasibility Study prepared for the City of Banning and direct staff to seek reimbursement from the California Public Utilities Commission's Broadband Grant Portal.

BACKGROUND:

On November 23, 2022, the City of Banning (City) was awarded a $300,000 grant from the California Public Utilities Commission's (CPUC's) Local Agency Technical Assistance Grant Program in order to conduct a broadband feasibility study to identify gaps, examine economic impacts and develop a plan to deploy broadband access in Banning in order to improve education outcomes, business/expansion and provide opportunities for high-quality jobs. The original grant application had a project completion date of December 31, 2024. On September 12, 2024, the City requested a one-year grant extension in order for the project to be completed by December 31, 2025 which was granted by the CPUC.

In October 2023, the City issued a Request for Proposal (RFP No. 23-042) requesting consultant services that would assess Banning's existing broadband infrastructure and internet service to the City, potential demand for high-speed broadband service, identify potential costs, opportunities and challenges associated with expanding the City's existing fiber optic network. On December 12, 2023, the City Council approved Resolution 2023-196, approving a Professional Services Agreement to CTC Technology and Energy in the amount of $220,000.

JUSTIFICATION:

The final report from CTC Technology and Energy is attached to this staff report. Some of the key findings from the feasibility report include:

- According to the Federal Communications Commission's (FCC) National Broadband data map (https://broadbandmap.fcc.gov/home), the City is well covered by wireline fixed broadband through the current internet service providers (ISPs) either cable internet through Charter Spectrum and fiber optic internet through Frontier Communications.
- Of the City's 11,654 locations (residential and commercial)

    - 99.78 percent of these locations are adequately “served” by wireline broadband internet through a minimum of 100 Mbps download speeds and 20 Mbps upload speeds (100/20).
    - 91.2% percent of these locations are adequately “served” by licensed fixed wireless services such as T-Mobile or Verizon Wireless networks.
- A majority of the survey results (73%) expressed a level of satisfaction with their current ISPs, with the main reasons for survey respondents being unsatisfied including internet service being too slow, too expensive and unreliable.
- Additional survey results expressed support (53%) in the City bringing in a new broadband competitor and additional support (52%) that the City should establish a City-run broadband service.
- Overall, there was very little support (11%-19%) in survey respondents wanting to pay additional fees to support this service.
- The total estimated cost to construct a citywide Fiber to the Premise (FTTP) network connecting to a new network hub site in the Western area of the City and the existing Corporate Yard will cost approximately $25.4 million while the expansion of a FTTP to the proposed new developments, as well as those currently under construction would cost an additional $19.1 million for a total of $44.5 million.

It is staff's opinion that it is not feasible, at this time, for the City to pursue the construction of a city owned and operated FTTP network.

FISCAL IMPACT:

Accepting the final broadband feasibility report will allow the City to be reimbursed for a grant contract amount of $220,000.

ALTERNATIVES:

Provide staff with an alternative direction.

BUDGETED?:

No

CONTRACT/AGREEMENT:

No

ATTACHMENTS:

1. Banning Final Report_Final Draft.pdf

ctc technology & energy

engineering & business consulting



Broadband Feasibility Study

Prepared for the City of Banning, California

August 2025

Columbia Telecommunications Corporation

301.933.1488 • www.ctcnet.us

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1 Executive summary

1.1 Overview

In early 2024, the City of Banning engaged CTC Technology & Energy to research and prepare a Broadband Feasibility Study. The City received a Local Agency Technical Assistance (LATA) grant from the California Public Utilities Commission (CPUC) to complete this work. In its application, the City stated, "A goal of the City and BEU [Banning Electric Utility] is to develop a comprehensive range of water, wastewater and utility services and facilities that adequately, cost-effectively, and safely meet the immediate and long-term needs of the City." It also stated, "BEU is uniquely qualified to expand fiber optic on its existing utility pole infrastructure."[1]

Banning is poised for significant growth over the next several years, with City officials expecting that the population will reach 60,000 within the next five to 10 years.[2] The City approved four major housing projects in 2020, yielding more than 8,000 new homes. The City is also in the process of negotiating a development agreement for 202 acres of warehouse and distribution facilities and a 30-acre movie studio near the airport, which would result in an additional 8,000 new jobs.[3]

The City believes that improving broadband connectivity will be a critical piece of its long-term growth strategies. In exploring the potential of providing broadband service through its own fiber optic infrastructure, the City aims to 1) provide an option for high-speed connectivity to unserved and underserved areas, 2) offer a future proof option for infrastructure to pending new developments, and 3) leverage its existing network to provide a full spectrum of utilities to all residents and businesses.

This report contains findings compiled from the following project tasks:

- High-level design and cost estimate of a citywide fiber-to-the-premises (FTTP) network to inform decision-making about building new, City-owned broadband infrastructure;
- A statistically valid phone survey to assess services to which residents subscribe, their use of these services, their perceptions about service quality and slowdowns, and their receptiveness to a new broadband service;
- An online survey conducted with the businesses in the City to gather data on their existing broadband service and future needs;
- An analysis of existing conditions of the broadband market in the City of Banning based on publicly available data sources;
- An analysis of potential business models for the City to consider with varying levels of risk and operational control; and
- An evaluation of the various funding opportunities for the City and their parameters.

[1] City of Banning Application to CPUC for LATA funding; September 1, 2022.
[2] City of Banning Application to CPUC for LATA funding; September 1, 2022.
[3] City of Banning Application to CPUC for LATA funding; September 1, 2022.

The City of Banning is located in Riverside County, California, in the San Gorgonio Pass region. The population as of July 1, 2022, was estimated at 30,683.[4]

The median household income in the City was $54,083 in 2022 as compared to $84,505 for Riverside County as a whole. The percentage of people in poverty is also higher in the City (18.9 percent) as compared to Riverside County as a whole (10.9 percent).[5]

This report uses the Federal Communications Commission's (FCC) definitions of "served," "underserved," and "unserved." "Served" areas are those with broadband service at a minimum of 100 Mbps download speeds and 20 Mbps upload speeds (100/20). "Unserved" areas are those in which speeds are below 25 Mbps download and 3 Mbps upload (25/3). "Underserved" areas receive speeds between 25 and 100 Mbps download and between 3 and 20 Mbps upload.[6] Speeds are reported by internet service providers on an annual basis and results are consolidated in the FCC National Broadband Map.[7]

1.2 Key findings

This report presents the following key findings:

- **The total estimated cost to construct a citywide FTTP network in the areas of PD West and Corporate Yard is approximately $25.4 million** or $2,065 per passing (including a 20 percent contingency)**.** This includes the backbone, distribution plant, and other associated fixed costs. The distribution network electronics, subscriber drops, and customer premises equipment (CPE) are estimated at $6.8 million. At a take-rate of 40 percent, the total cost per customer would be approximately $6,500.

- **Fiber expansion to developing areas would cost approximately $19.1 million.** If the City were to build out the network to the new developments in the surrounding areas of Atwell, the Airport, Mission Heights, Rancho San Gorgonio, and SC-TMP, the total additional cost would be approximately $19.1 million or $1,893 per passing for the backbone, distribution plant, and other associated fixed costs. Assuming a 40 percent take-rate and separate fiber builds for each of these areas, the cost per customer ranges from $4,055 for Rancho San Gorgonio to $149,443 for the Airport project.

- **Survey responses indicate low levels of support from residents to supplement the costs of building a new FTTP network.** The residential survey found that 25 percent of respondents strongly agreed and 28 percent agreed that the City should work to bring in a new private broadband provider to compete with existing providers. Additionally, 30 percent strongly agreed and 22 percent agreed that the City should establish a City-run broadband service to compete with existing providers. However, survey respondents expressed little support for paying temporary fees to support construction of networks. On a scale where 1

[4] "QuickFacts: Banning city, California," U.S. Census Bureau, https://www.census.gov/quickfacts/fact/table/banningcitycalifornia,US/PST045223.
[5] "QuickFacts: Banning city, California," U.S. Census Bureau, https://www.census.gov/quickfacts/fact/table/banningcitycalifornia,US/PST045223.
[6] FCC press release, March 14, 2024, https://docs.fcc.gov/public/attachments/DOC-401205A1.pdf.
[7] National Broadband Map, https://broadbandmap.fcc.gov/home.

signifies "Strongly Opposed" and 5 signifies "Strongly Support," the mean level of support for paying household construction subsidies (above the cost of service) was 2.1 at $200 per year for five years and 1.4 at $800 per year for five years.

- **According to FCC data, the City is well covered by wireline cable through Charter Spectrum and fiber through Frontier Communications, with 99.78 percent of locations served.** T-Mobile also covers a little more than half of the City with fixed wireless services, but its speeds are inconsistent. The residential phone survey revealed that 94 percent of households have home internet, including 60 percent that subscribe to Charter and 24 percent that subscribe to Frontier.
- **According to American Community Survey (ACS) data, wireline subscription rates among the residents of the City of Banning lag behind those of the state and the country.** Further, 16.1 percent of households report relying on a mobile service plan only. The high subscription rate of eligible households to the Affordable Connectivity Program (ACP), when it was in effect, indicates a gap in affordability for many residents now that the program has ended.
- **Device utilization is high but there are gaps in lower-income households.** According to the residential phone survey, 93 percent of households have enough computers in good, working order to efficiently connect to the internet for their daily needs. However, in households with less than $50,000 annual income, 11 percent would not be able to replace a lost or broken computer in the foreseeable future, and nearly one-half would need a month or longer to replace it.

1.3 Recommendations

This report makes the following recommendations:

- **The City should consider the California Advanced Services Fund (CASF) Infrastructure Program as the most likely source of funding for the City.** The full cost of the fiber buildout would not be covered by any existing funding sources. Although the final map of locations eligible for funding through the Broadband Equity, Access, and Deployment Program (BEAD) has not yet been released, based on the current maps there are only 26 eligible underserved or unserved locations in the City. However, many locations interspersed throughout the City are eligible for CASF infrastructure grants. The California Public Utilities Commission (CPUC) has not provided details on when the next grant window for this program will open. As a point of reference, $32.7 million was allocated to the CASF Broadband Infrastructure Fund for fiscal year 2023-24. See Section 7.2.3 for more detail.
- **The City may want to conduct a market sounding with service providers in the area to gauge their receptivity to further building out their fiber infrastructure.** Since 86.8 percent of locations in the City are already covered by fiber, mainly from Frontier, it would be unlikely that other providers would choose to build in those areas. However, it would be valuable to gather their perspectives on building fiber to the currently undeveloped areas including Atwell, the Airport, Mission Heights, Rancho San Gorgonio, and SC-TMP.

- **As a next step, the City could develop a financial model comparing capital expenditures (capex) and operating expenditures (opex) with projected revenues.** The model could show different scenarios to achieve a desired internal rate of return (IRR) based on take-rates, average revenue per user (ARPU), and level of investment by the City.
- **If the City decides to move forward with broadband planning, the City Council may want to determine the level of spending it is willing to commit to building out broadband infrastructure.** Based on survey responses and income levels in the City, it is unlikely residents would agree to subsidize the construction of the network (see Section 3.3.5). During its next budgeting cycle, the City could decide allocation levels for its own investment before reaching out to potential partners.
- **The City may choose to issue a request for proposals (RFP) to solicit interest from internet service providers (ISP) for the outlying areas that are under development.** The ISPs may choose to propose varying levels of investment and ownership in the network based on their business models and their plans for expansion. The financial modeling proposed above could inform the requirements of the RFP. See Section 7.1 for more detail on business models.
- **The City may consider a subsidy program to fill the gap left behind by the ACP.** Given that wireline subscription rates in the City are below the state and national rates, additional funding to households lacking a wireline connection could encourage higher adoption rates. The cost of the program for the 16.1 percent of mobile-only subscribers would be approximately $712,000 per year, assuming a $30 per month subsidy.

2 More than 99 percent of locations in Banning are considered served but the City has lower rates of wireline subscription than the state and the U.S.

The following sections analyze the availability and pricing of residential broadband services within the City of Banning as well as relevant metrics of digital equity, including data on internet adoption and device ownership.

2.1 Key findings

- **There are very few residential addresses in the City that are unserved or underserved.**[8] Of the 11,680 Broadband Serviceable Locations[9] (BSL) in the City, 99.78 percent are served at speeds of 100 Megabits per second (Mbps) download and 20 Mbps upload (100/20) or more. Fiber, cable, DSL, and fixed wireless technologies all have a presence in the City, with multiple providers serving many locations.

- **Banning has nearly ubiquitous wireline cable coverage from Charter, and considerable fiber coverage from Frontier.** The FCC National Broadband Map[10] reports that Charter Spectrum offers cable broadband to nearly every address in the City (11,592 locations or 99.2 percent of all locations). Additionally, Frontier offers fiber service to 10,024 locations (or 85.8 percent of the total) in Banning. With this, wireline broadband competition is pervasive throughout the City.

- **For locations that have access to broadband, Frontier's lowest fiber service tier may be more cost-effective than other, less reliable, internet services in the City.** Frontier's 200/200 Mbps service tier is priced at $39.99 per month without any promotional discounts. Alternatively, Charter's Internet 100 tier, with speeds up to 100/10 Mbps, is priced at $59.99 monthly. Similarly, T-Mobile and Verizon Wireless's fixed wireless services are priced at $65 and $60, respectively, without any discounts applied.

- **Just over half of all Banning households have access to T-Mobile's fixed wireless services, but not everyone has consistent access to served speeds.** T-Mobile, and to a lesser extent Verizon Wireless, offer fixed wireless home services (leveraging their networks previously used only for mobile service). These services provide some competition to Charter and Frontier in areas of the City, but with the significant caveat that performance of these networks is dependent on individual subscribers' distance from wireless facilities, and the data speeds may be cut (or "throttled") by these providers during times of congestion. FCC data show that approximately 56.9 percent of (or 6,653) Banning locations have access to

[8] Under current federal definitions, unserved areas are defined as those lacking access to fixed broadband at 25 Mbps download and 3 Mbps upload (25/3). Underserved areas are defined as those lacking access to fixed broadband at 100/20 Mbps.

[9] The FCC Broadband Data Collection reporting uses the term "broadband serviceable location (BSL)" to represent address level information. A BSL is shown as a single served address for locations that may have more than one household or unit, as is the case with duplexes and multi-tenant or apartment buildings. In cases where an address or location is serviced by a single provider or technology, an assumption can be made that the same is true for all households or units at that location. For the definition of a Broadband Serviceable Location, see: https://help.bdc.fcc.gov/hc/en-us/articles/16842264428059-About-the-Fabric-What-a-Broadband-Serviceable-Location-BSL-Is-and-Is-Not.

[10] "Broadband Data Collection," FCC, https://www.fcc.gov/BroadbandData.

licensed fixed wireless services, and 34.3 percent of (or 4,004) Banning locations have access to Verizon's fixed wireless services.

- **Banning lags the state and the nation in wireline internet subscription rates, and a high percentage of residents rely on mobile-only service.** According to American Community Survey (ACS) data[11], internet adoption rates in Banning are lower than the state and nation, with an estimated 3,946 (or 35.6 percent of) households lacking a subscription to residential wireline internet service. Of those households without wireline service, roughly 1,784 households (or 16.1 percent of all households in Banning) are solely using a cellular internet service at home.

- **When it was in effect, the Affordable Connectivity Program (ACP) helped to fill the gap for a large portion of low-income households.** ACP analysis revealed that overall in Banning, 68.2 percent of eligible households subscribed to the $30 per month subsidy as of January 31, 2024. Additionally, the City's rate of enrollment in the ACP had increased by 26.9 percentage points over the final year of the program. The sunsetting of the ACP indicates a considerable obstacle for broadband affordability in the City.

2.2 Overview of the broadband market structure

As a foundation for the analysis presented in the remainder of this report, this section briefly describes the structure of the broadband market, including deployed infrastructure, market participants, and customer segments.

The broadband market is divided by types of providers, types of services based on the use of infrastructure, and types of customers served. In larger metropolitan areas, long-haul fiber bridges the distance between cities, often connecting at data centers. The relevant infrastructure for this analysis consists of:

1. **Middle-mile fiber**, which delivers enterprise-level services to large businesses, institutions, and government clients in a local or regional area and connects wireline and wireless last-mile infrastructure with the long-haul network through "backhaul" services.

2. **Last-mile infrastructure** (wireline (e.g., fiber) or wireless), which delivers consumer-grade services to residences and business-class services to small businesses.

Table 1 summarizes the broadband market for middle- and last-mile market segments. The sections below describe the middle-mile and last-mile segments specific to Banning in more detail.

[11] "American Community Survey Data," U.S. Census Bureau https://www.census.gov/programs-surveys/acs/data.html.

Table 1: Broadband market overview

	Infrastructure Provider Leverages real estate & infrastructure to support ISPs	Enterprise Service Provider Sells high-end services to sophisticated end users & ISPs	National Incumbent Operates regional networks to serve multiple segments	Local Incumbent Operates local networks to serve multiple segments	Competitor Builds new networks to compete with incumbents
1. Middle Mile (transport & internet bandwidth) ISP customers	■	■	■		
2. Wireless Backhaul Wireless ISP customers	■	■	■	■	
3. Enterprise Business & institutional customers		■	■	■	
4. Business Class Small/medium business customers			■	■	■
5. Consumer-Grade Residential & small business customers			■	■	■

2.2.1 Middle-mile market segment

Middle-mile service providers connect last-mile ISPs (both wired and wireless) to the backbone of the internet at major data centers and other interconnection points. Middle-mile services include the following:

- **Transport** is a service from one point to another over a middle-mile network that enables the buyer to transport its traffic between its local network and a major network hub; this is a high-end service, often with service-level guarantees, that is used by more sophisticated ISPs.
- **Backhaul** is a type of service sold to other ISPs (primarily wireless) to "backhaul" their internet traffic from the neighborhood to the internet backbone; these are high-end services that may be delivered over lit or dark fiber.
- **Commodity internet bandwidth** enables local ISPs to put their traffic on the internet. It can be purchased locally (at the interconnection point with the middle-mile provider), offering simplicity for the local ISP, or at a data center (with transport services then necessary to move the bandwidth between the data center and the ISP's local network).
- **Interconnection services** allow ISPs to connect to the internet backbone and to each other; these include access to data centers or field exchange points; rack space at data centers; and access to splice enclosures or other interconnection elements.
- **Dark fiber** enables sophisticated ISPs to use their own electronics to "light" and operate fiber strands along a middle-mile route; the dark fiber owner offers physical maintenance guarantees and splicing and related services to access the fiber.

A range of entities provide middle-mile services, though remote locations and cost effectiveness may create challenges for different types of last-mile ISPs to connect to these middle-mile providers:

- **Incumbents** operate large networks to support their own last-mile operations, both fixed and mobile; these providers sometimes sell middle-mile services to competitors. Frontier has very limited middle-mile facilities where it serves as the local incumbent last-mile provider.
- **Infrastructure companies** deploy network infrastructure assets and bundle access to those assets including fiber, wireless towers, and "small cells" on street furniture to sell middle-mile services to ISPs. Companies like Crown Castle, CENIC, Extenet, and CenturyLink are considered infrastructure companies.
- **Enterprise ISPs** may or may not deploy their own network infrastructure, but their primary business model is to sell very high-end middle-mile (and last-mile) services to sophisticated users, including last-mile ISPs, multi-location business enterprises, and large anchor institutions.
- **Platform companies** such as Google and Meta own massive long-haul and middle-mile fiber networks to support their own needs; in limited cases, these assets are also used to deliver services to ISPs.

2.2.2 Last-mile market segment

ISPs offer a range of data services over the last-mile portions of their networks to residences, businesses, institutions—and to other ISPs. Last-mile services and customer types include the following:

- **Consumer-grade internet** services are sold to households and cost-conscious small businesses; these are "best efforts" rather than guaranteed levels of service, which is indicated by advertisements for speeds "up to" a certain level.
- **Business-class internet** services are sold to many smaller and mid-size businesses that require a bit more support than households; these are still "best efforts," but they may include symmetry (i.e., matching download and upload speeds), lower levels of oversubscription (meaning the infrastructure will be supporting fewer customers), and prioritization at the ISP's network operations center.
- **Enterprise-level services** are the services sold to sophisticated institutions and businesses that require "quality of service" guarantees; these are high-end services that include point-to-point transport and point-to-point dark fiber.

Key last-mile market players include incumbent, competitive, and mobile/fixed wireless providers:

- **Incumbent providers** include "telephone companies" such as AT&T offering voice and internet over legacy copper, digital subscriber line (DSL), or in some cases fiber infrastructure, as well as cable companies such as Comcast or Charter Spectrum offering internet over legacy cable TV infrastructure and some newly built fiber infrastructure in core areas.
- **Competitive providers** include fiber-to-the-premises (FTTP) providers like Frontier Communications as well as fixed wireless providers such as T-Mobile or Verizon. Competitive providers include smaller, niche, and community providers as well as larger

enterprises and they market to a mix of residential and business customers. These providers often have to "overbuild"[12] the legacy incumbent networks to bring newer technology into the area.

- **Mobile companies** such as AT&T, Verizon, and T-Mobile also offer "fixed wireless" services in the last mile. As these incumbent providers expand their 5G networks over the next several years, and resellers (or Mobile Virtual Network Operators) such as Tracfone market services over those networks, faster and more reliable fixed wireless may become increasingly available.

2.3 The City is almost completely served by broadband service according to FCC data, with 99.78 percent of locations able to obtain service at 100/20 Mbps or higher

This section provides an overview of the areas of broadband coverage reported by providers in the City of Banning, according to the most recent data available from the FCC's Broadband Data Collection data, and the California Public Utilities Commission's (CPUC) interactive coverage map data as of the development of this report. A full explanation of data sources used for this report is included in Appendix A.

According to FCC data, 99.78 percent of locations in the City are reported to be served at speeds of 100/20 Mbps or greater. Counts of served, unserved, and underserved locations are listed in Table 2.[13] Counts of locations served by each technology separately, and by each individual ISP, are shown in Table 3. Charter and Frontier serve 99.2 percent of locations and 85.8 percent of locations, respectively.

Table 2: Served, unserved, and underserved location counts from FCC data[14]

	Broadband Serviceable Locations (BSL)[15]	Percentage of Broadband Serviceable Locations (BSL)[16]
Served	11,654	99.78%
Underserved	8	0.07%
Unserved	18	0.15%
Total locations	**11,680**	**100%**

[12] Overbuilding in the telecom industry is defined as utilizing an existing telecommunications operator's network (which includes telco and cable networks) to provide service to customers. For example, a fiber network may be built in the same right-of-way or on an aerial pole line where an existing network exists, whether it is copper, coax, or wireless.
[13] Section 2.3 also analyzes service availability data from the CPUC. Comparable tables are not provided for these data because the CPUC data do not provide counts of served, unserved, and underserved locations.
[14] FCC BDC Data, June 30, 2023 (updated February 21, 2024).
[15] A location may include two or more housing units per address.
[16] The FCC Broadband Data Collection reporting uses the term "broadband serviceable location (BSL)" to represent address-level information. A BSL is shown as a single served address for locations that may have more than one household or unit, as is the case with duplexes and multi-tenant or apartment buildings. In cases where an address or location is serviced by a single provider or technology, an assumption can be made that the same is true for all households or units at that location.

Table 3: Served locations by technology and provider

	Broadband Serviceable Locations (BSL) served	Percentage of Broadband Serviceable Locations*
Cable		
Charter	11,592	99.2%
Fiber		
Charter	120	1.0%
Frontier	10,024	85.8%
DSL		
Tpx	9	0.07%
Frontier	5	0.04%
Licensed Fixed Wireless		
T-Mobile	6,653	56.9%
Verizon	4,004	34.3%
GeoLinks	62	0.53%

**Note: some locations may be able to subscribe to more than one service. See Figure 15.*

2.3.1 FCC data show very few unserved and underserved locations; CPUC data are reported on a census block level and show some census blocks as unserved or underserved

Figure 1 shows the unserved and underserved locations throughout the City based on FCC National Broadband Map data. Eighteen locations are reported as unserved, and eight locations are reported as underserved.

The CPUC uses its own map for reporting unserved and underserved locations. The latest version of these data is as of December 31, 2021, and the data are also carrier reported.[17] The CPUC data are reported on a census block level only, and do not give exact location counts. However, they do show a greater portion of the City as unserved as compared to the FCC data; this may be due to one or two unserved locations determining the status of an entire census block. Figure 2 shows unserved census blocks and Figure 3 shows underserved census blocks based on CPUC data.

[17] "CPUC Annual Collected Broadband Data," CPUC, https://www.cpuc.ca.gov/industries-and-topics/internet-and-phone/broadband-mapping-program/cpuc-annual-collected-broadband-data.

Figure 1: Unserved and underserved locations based on FCC data

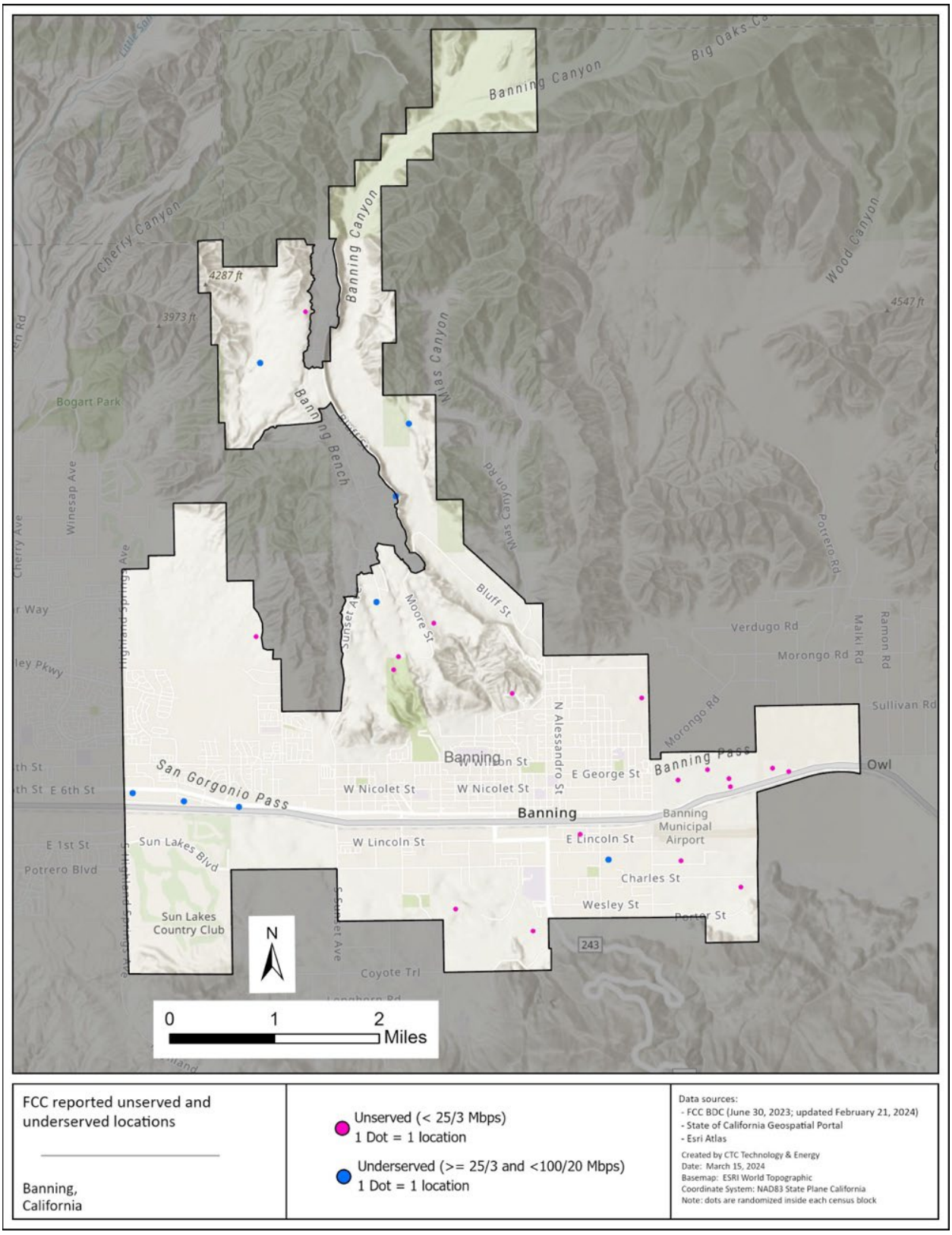


Figure 2: Unserved locations based on CPUC annual collected broadband data

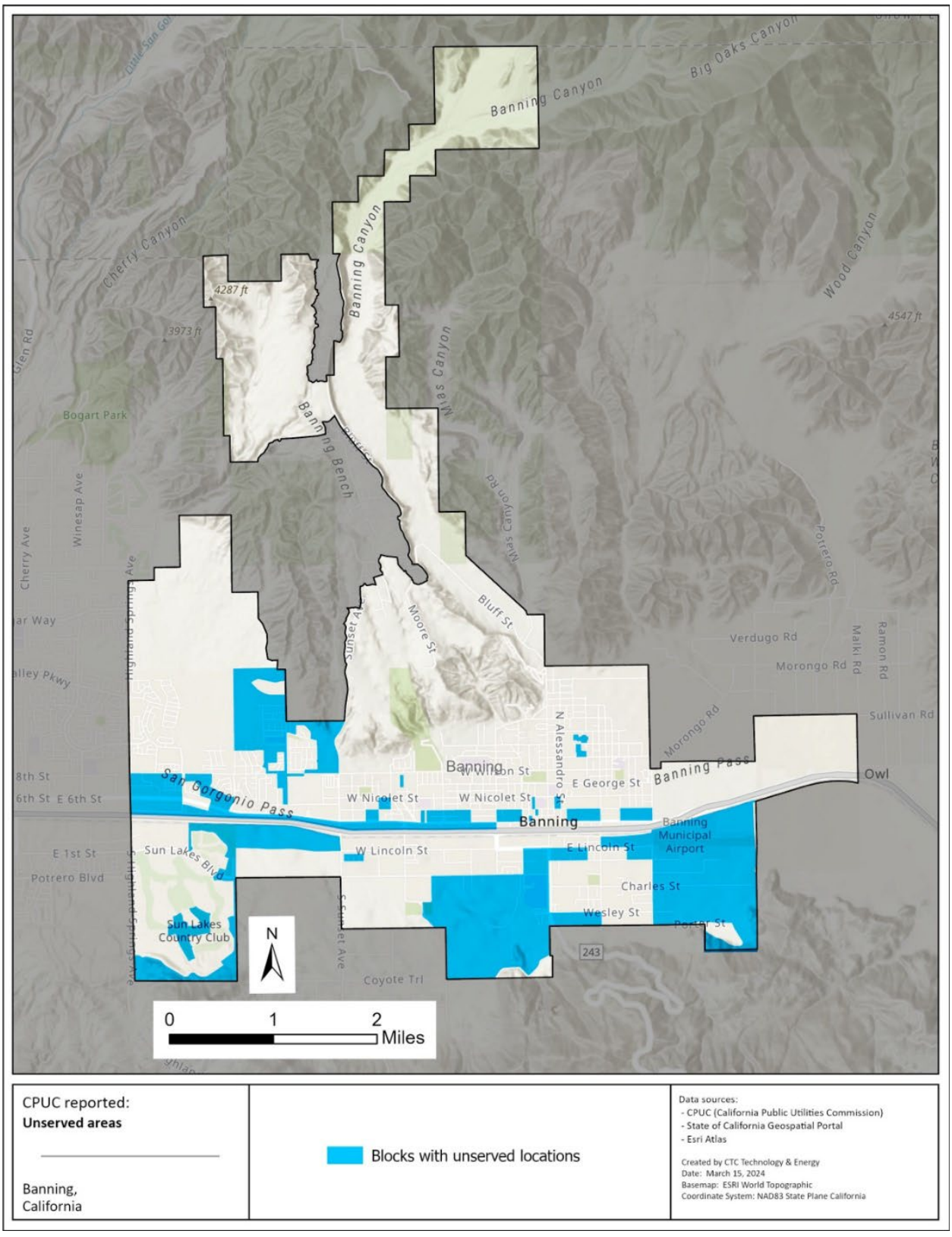
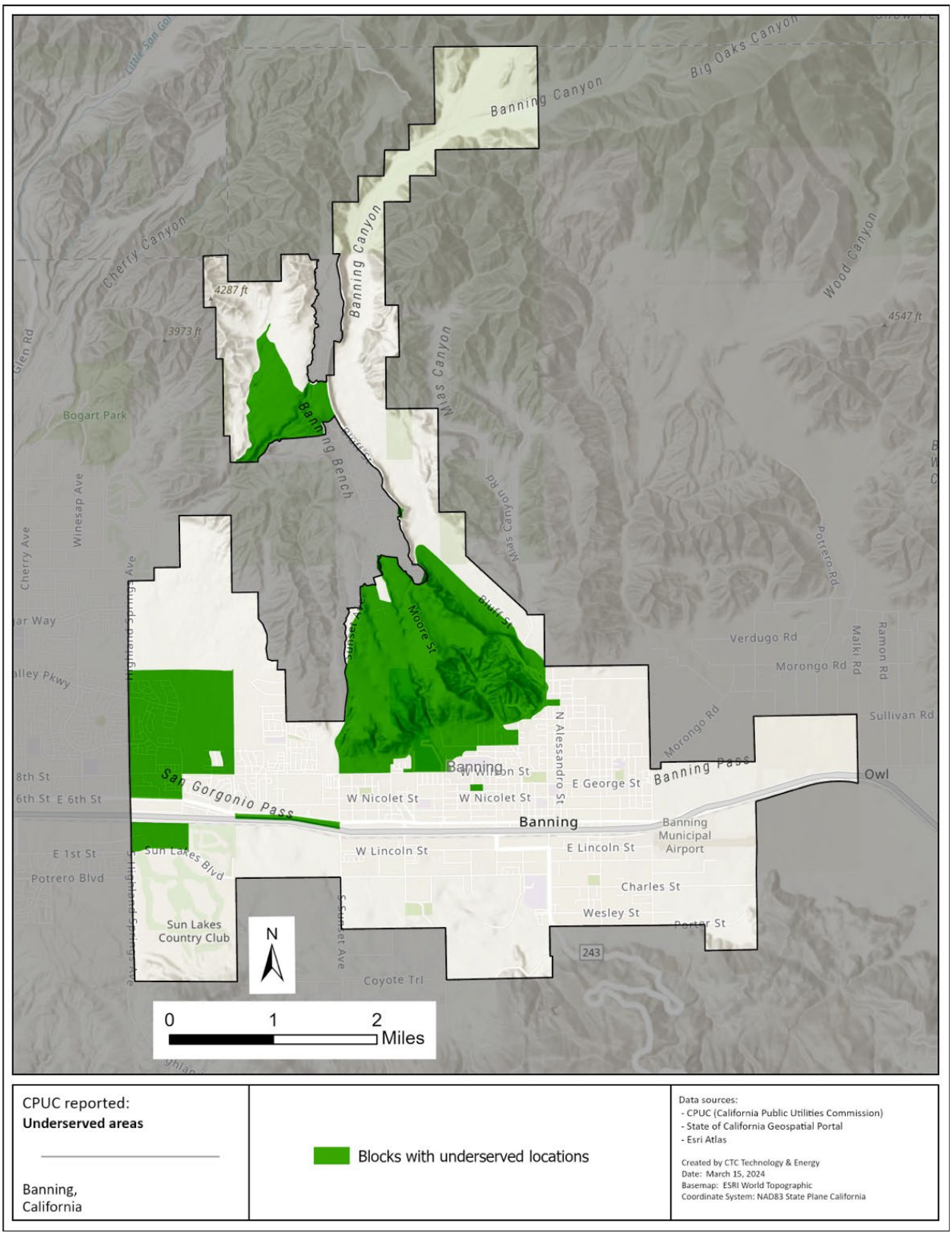


Figure 3: Underserved locations based on CPUC annual collected broadband data



2.3.2 FCC data show that fiber is available to 10,144 locations or 86.8 percent of the City

Banning is well covered by fiber, primarily from Frontier. As shown in Table 3, Charter serves 120 addresses in the City with fiber as well. However, this service seems to be primarily for businesses. Figure 4 shows fiber coverage from FCC data and Figure 5 shows residential fiber coverage from Frontier based on CPUC data. Again, since CPUC data are only shown on a census block level, they may give the appearance of greater coverage than if they were mapped on a location level.

Figure 4: Fiber coverage based on FCC data

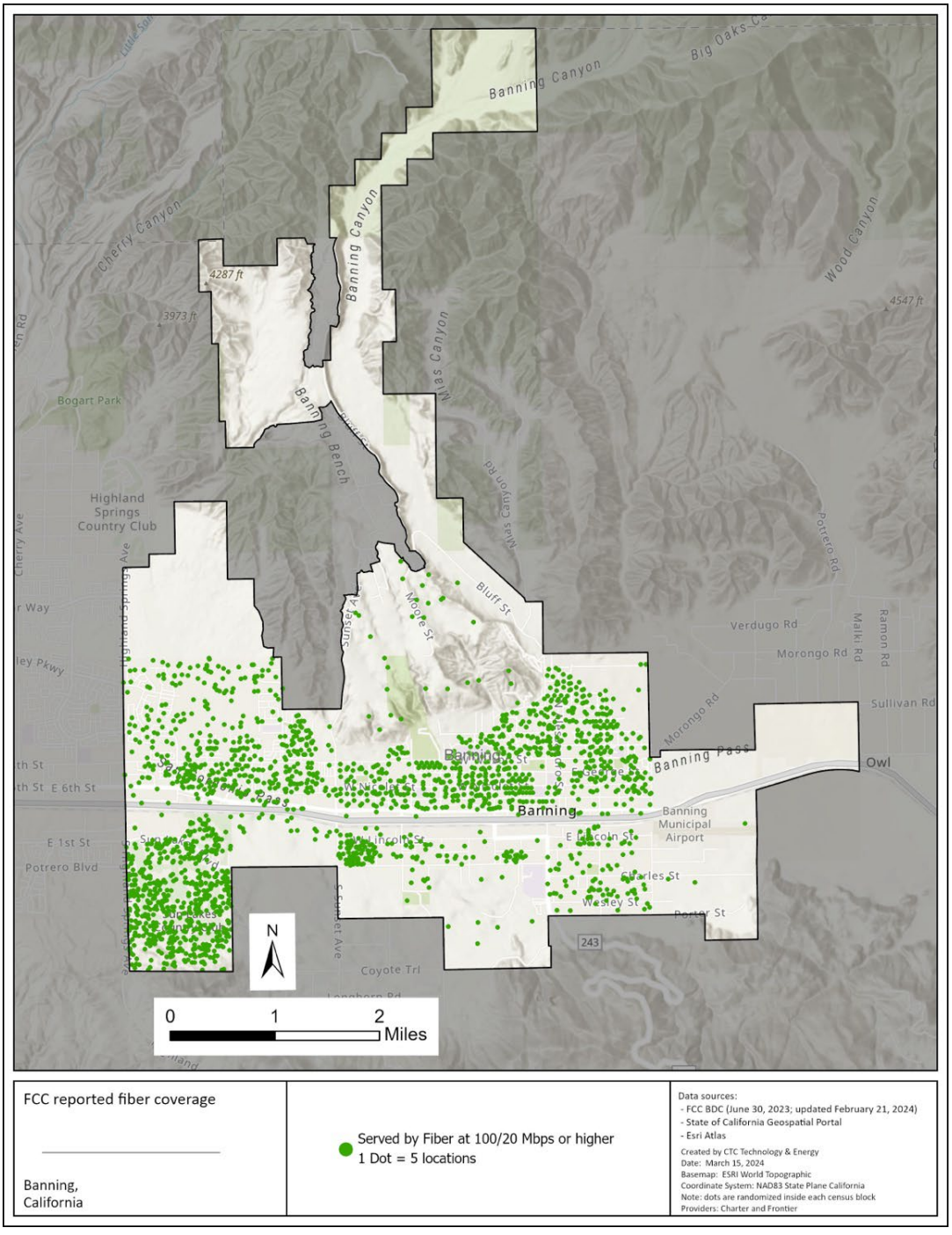
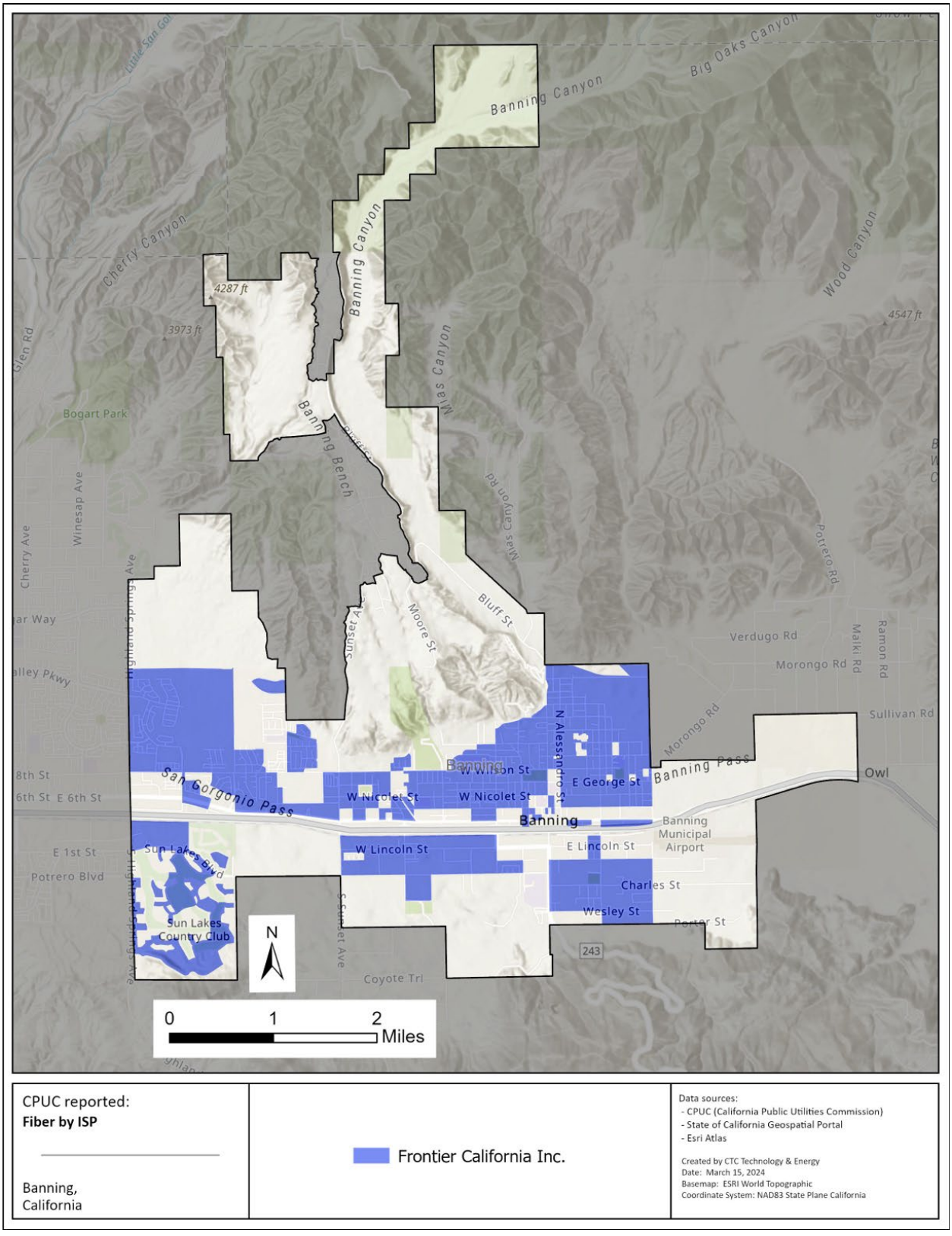


Figure 5: Fiber coverage based on CPUC annual collected broadband data



2.3.3 FCC data show that cable is available to 99.2 percent of locations in the City

As cited in Table 3, 99.2 percent of locations in the City are covered by cable offered by Charter Communications according to FCC data. Figure 6 shows the dispersion of cable coverage; areas that do not show a cable presence have few to no Broadband Serviceable Locations (BSL). See Appendix A for more information.

Figure 6: Cable coverage based on FCC data

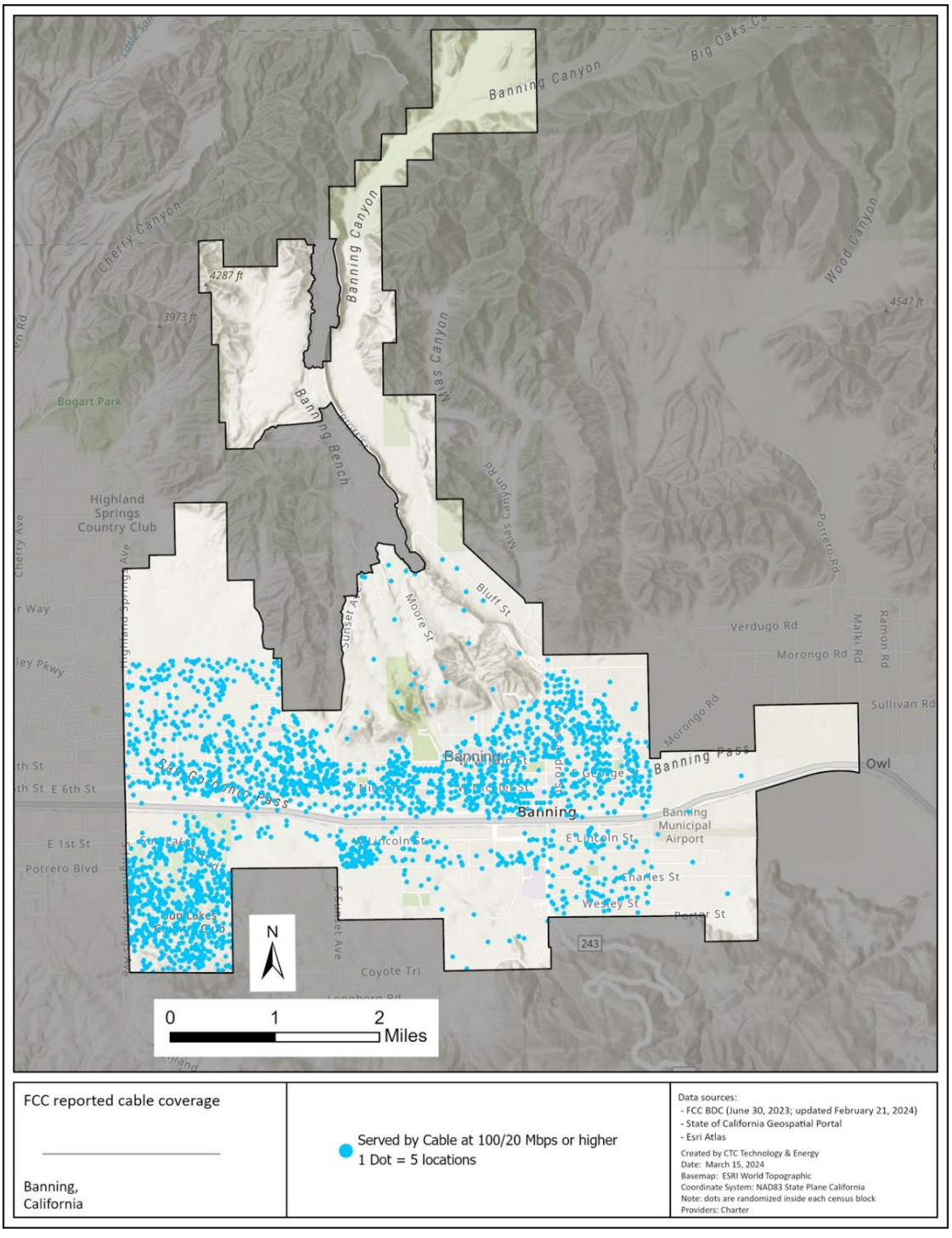
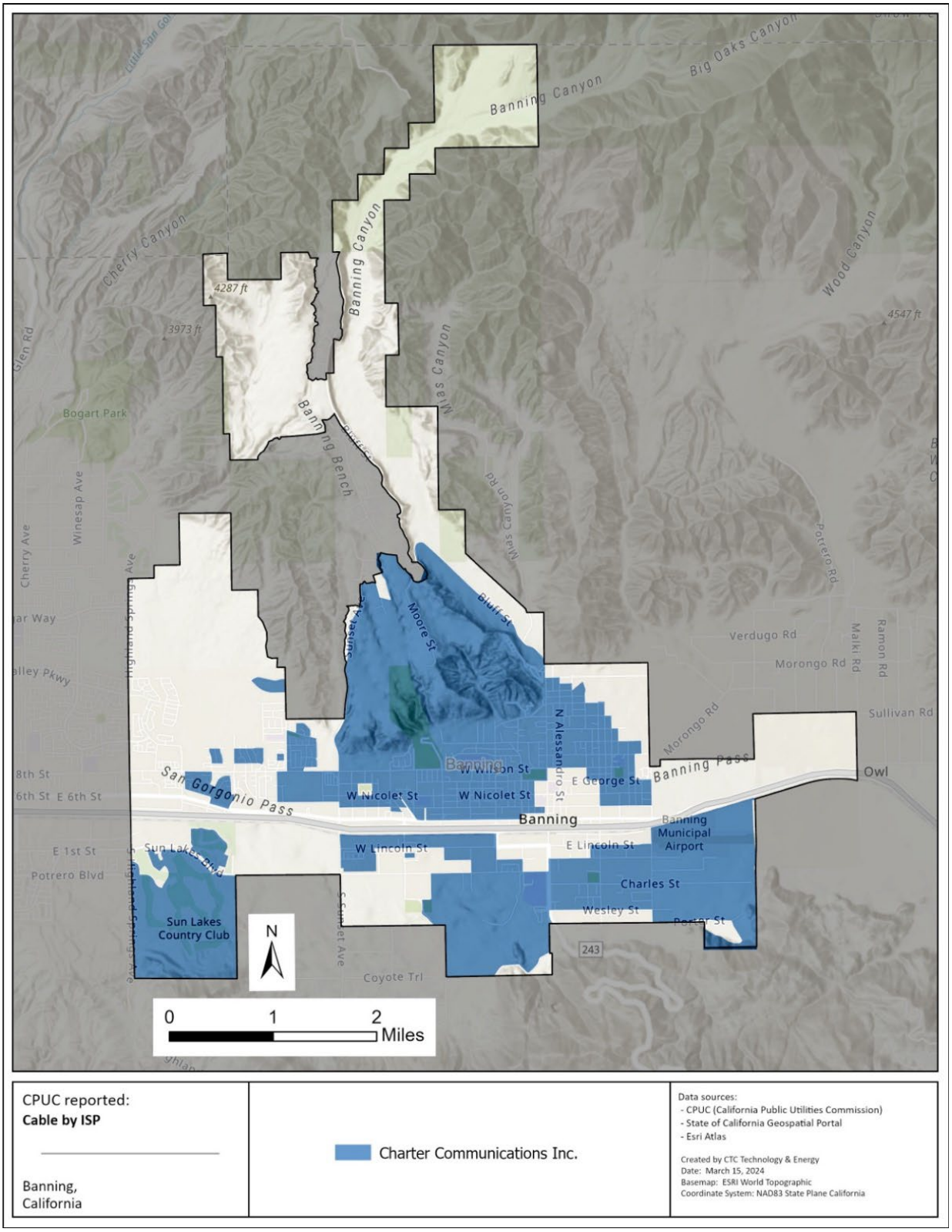


Figure 7 shows cable coverage as reported by the CPUC by census block.

Figure 7: Cable coverage based on CPUC annual collected broadband data



2.3.4 There are only 14 locations covered by DSL in the City

DSL is a legacy technology built on the original telephone service copper network. DSL is sparse throughout the City, and speeds generally fall into the unserved or underserved category. The only exception is Tpx, which reports providing business service with speeds of up to 400/100 Mbps, but in very few locations. Figure 8 shows DSL coverage according to FCC data. Figure 9 shows DSL coverage that is reported in CPUC data—a very different picture from the FCC map. As discussed, the CPUC records its data by census block, meaning that even if there is only one location within that block that is served, it will show the entire census block as covered.

Figure 8: DSL coverage based on FCC data

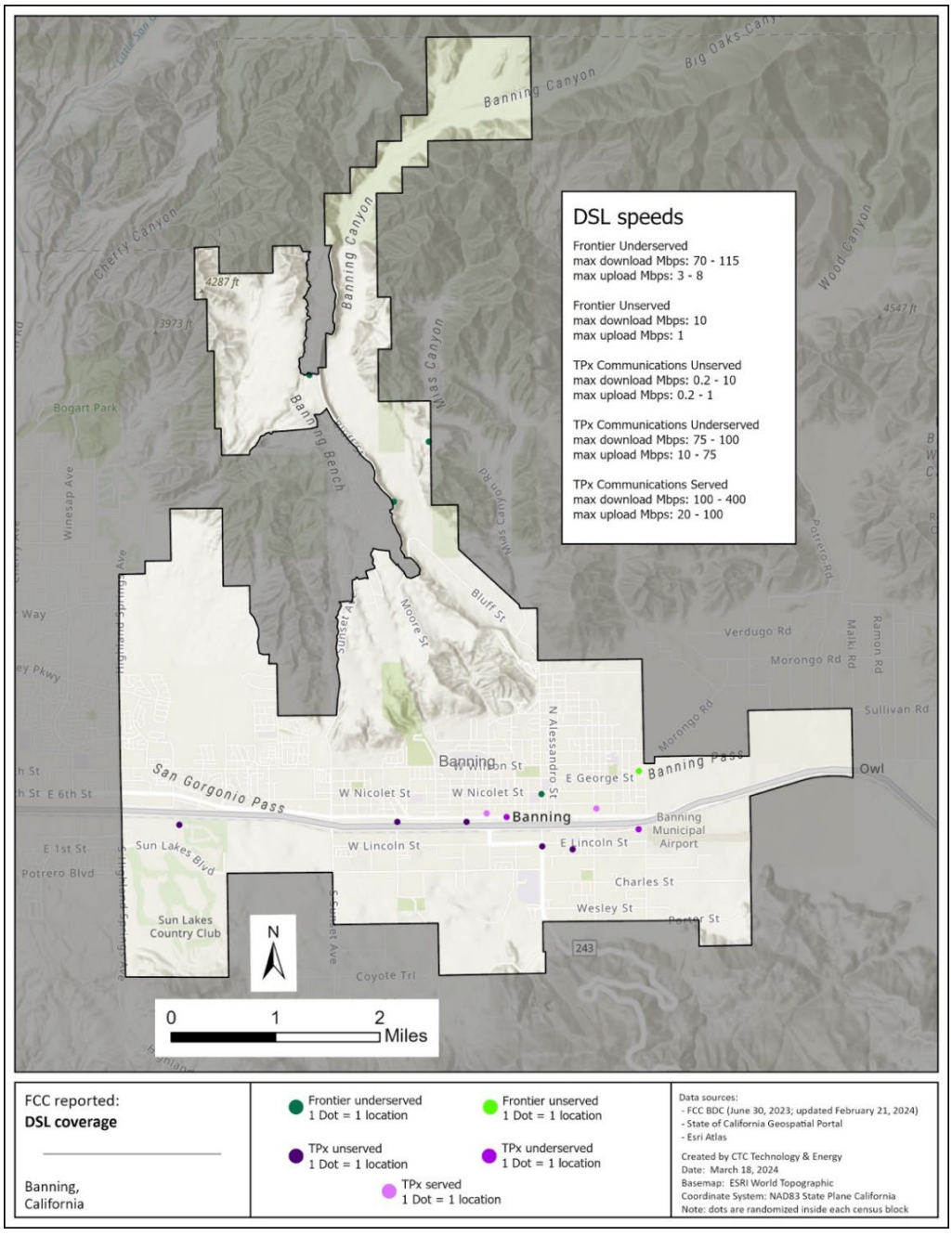
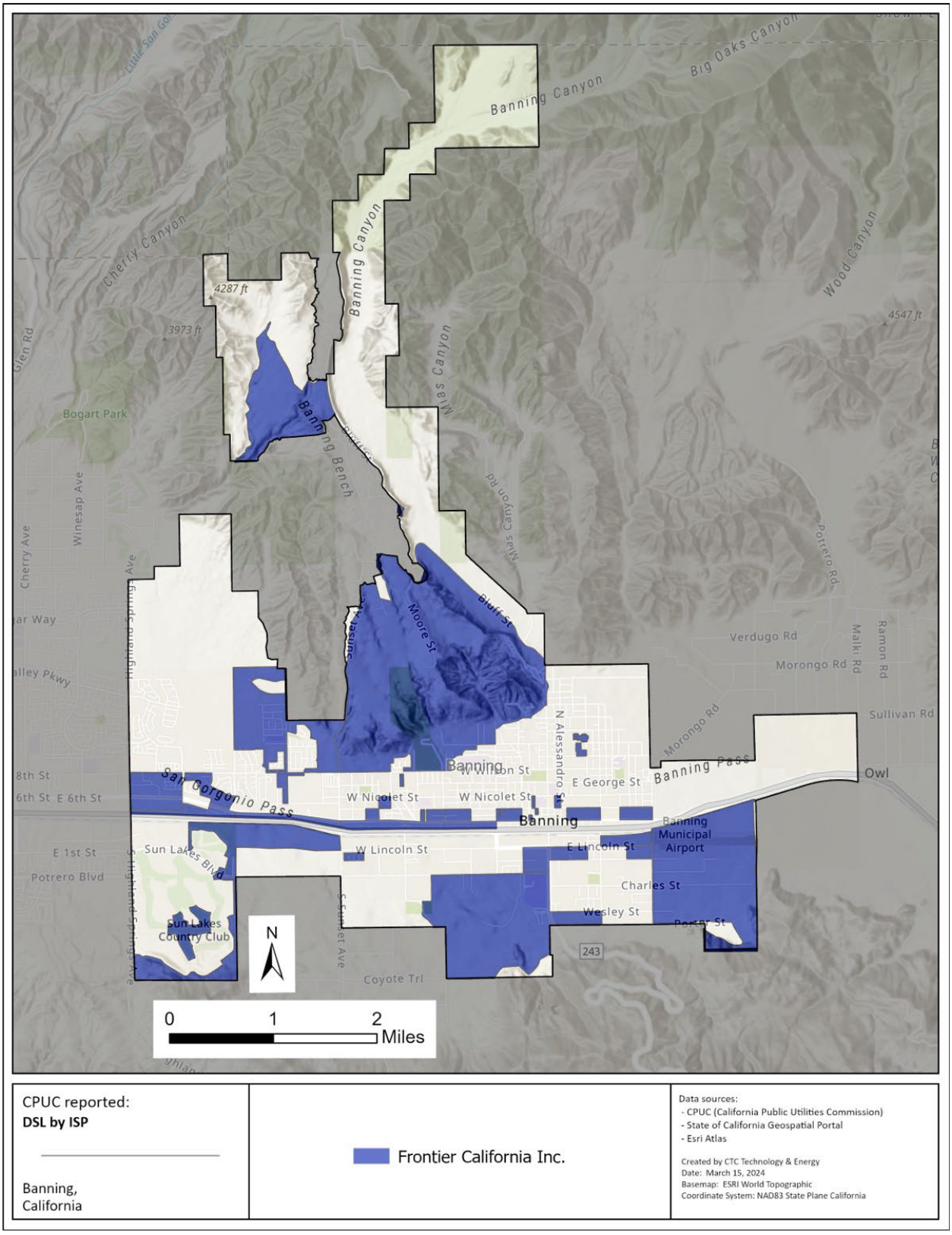


Figure 9: DSL coverage based on CPUC annual collected broadband data



2.3.5 Licensed fixed wireless service is offered in many locations by Verizon, T-Mobile, and GeoLinks

Licensed fixed wireless technology is often used in low-density rural areas that do not have wireline broadband options due to the high cost to build. However, fixed wireless options are also available in urban areas in addition to wireline infrastructure, as demonstrated in the City of Banning. Most fixed wireless solutions will not offer the quality of service that the most advanced wired providers can provide. Even as wireless technologies continue to advance, they will still lag behind the performance of fiber optics, simply because of the relative challenge in providing high-capacity connections wirelessly over long distances.[18]

According to FCC data, Verizon, T-Mobile, and GeoLinks all have fixed wireless coverage areas within the City: See Figure 10, Figure 11, and Figure 12. Verizon and T-Mobile have the greatest number of served locations at speeds of 100/20 or higher.

[18] The analysis of wireless options presented in this report assumes a benchmark capacity of 1 Gbps per location. That is not to say that lower bitrate systems may be insufficient for some locations, nor would it suggest that higher bitrates would not be desirable for others at some time in the future.

Figure 10: Verizon fixed wireless coverage by speed based on FCC data

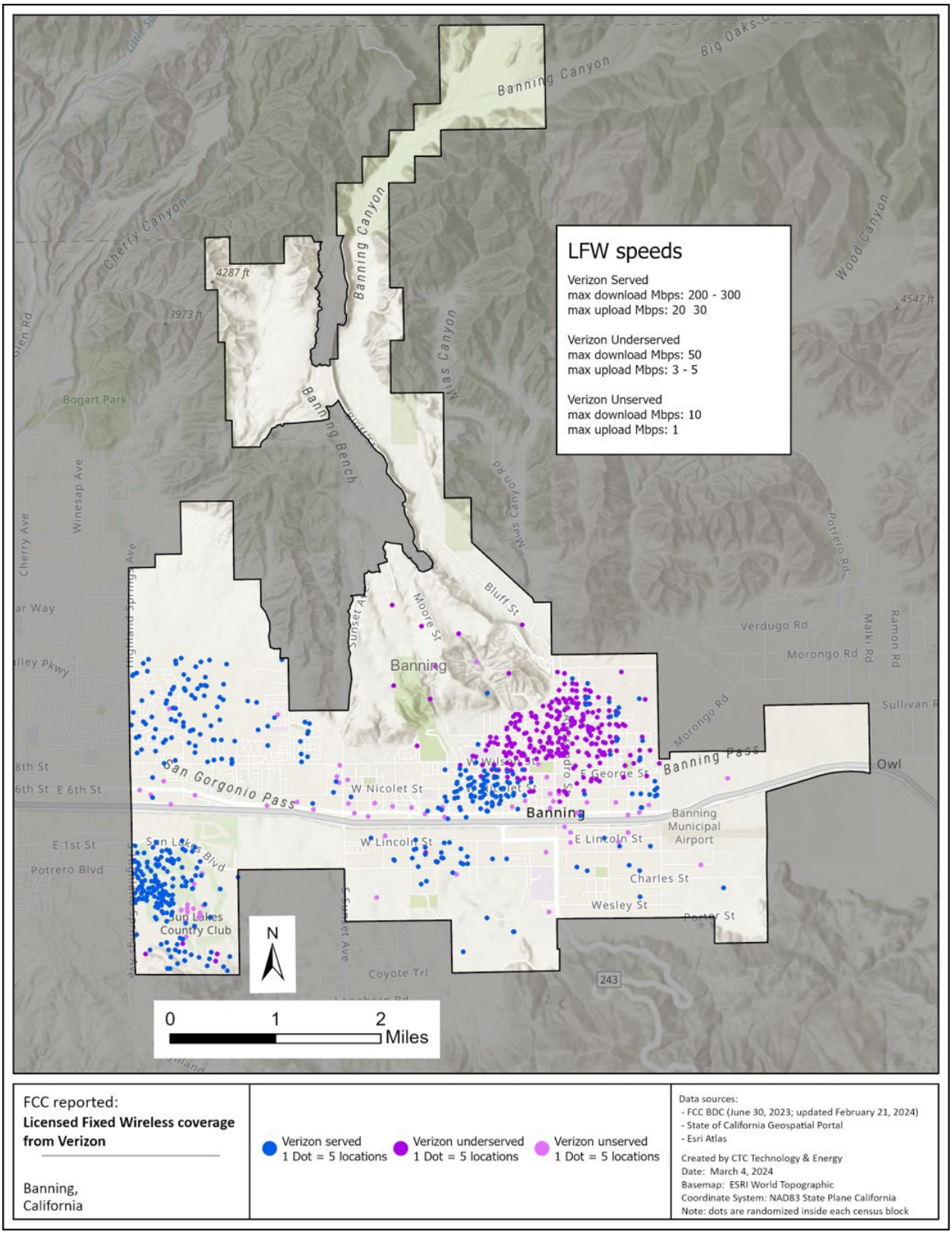


Figure 11: T-Mobile fixed wireless coverage by speed based on FCC data

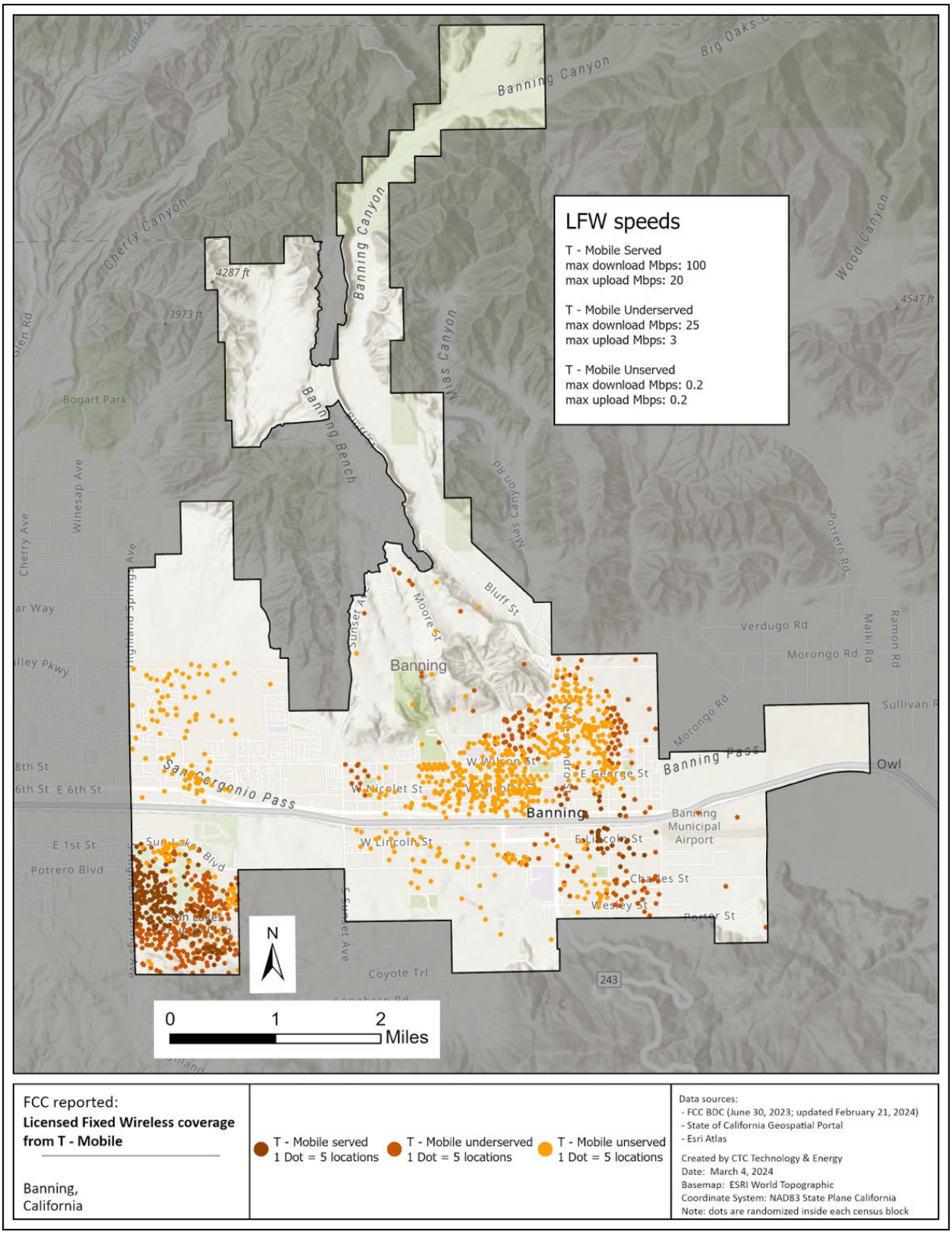
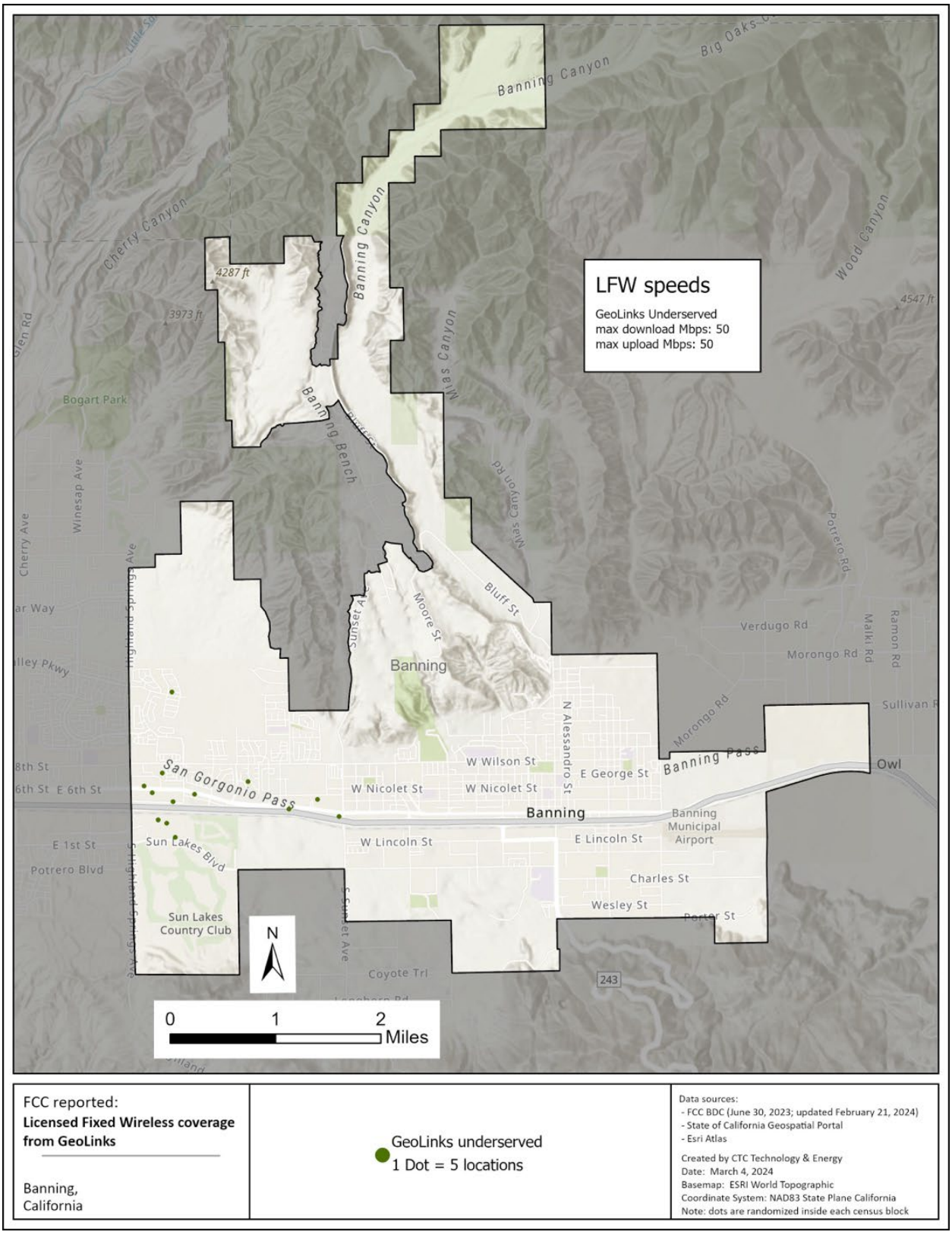
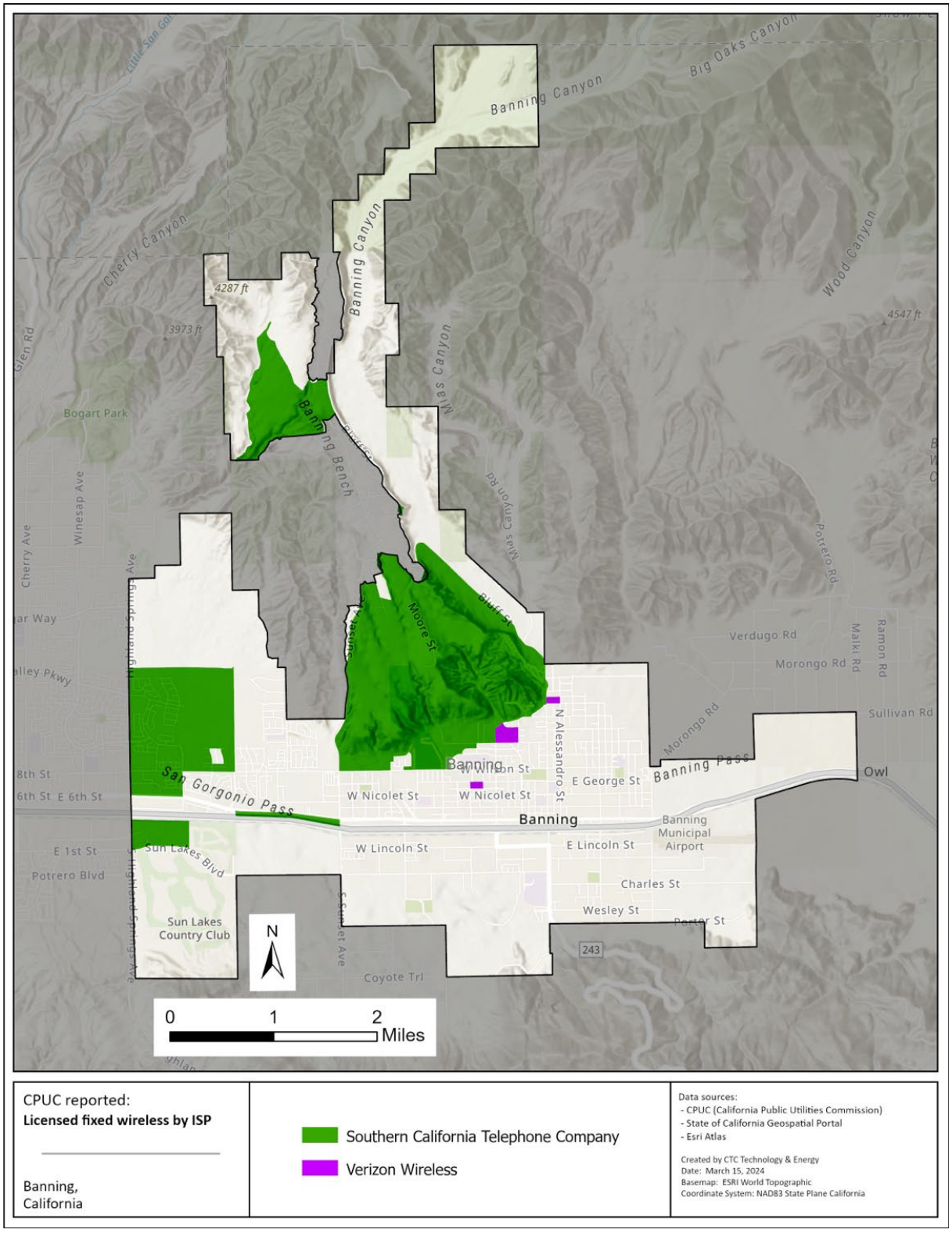


Figure 12: GeoLinks fixed wireless coverage by speed based on FCC data



Fixed wireless coverage according to CPUC data also differs, showing coverage mainly by Southern California Telephone Company and small pockets of Verizon coverage (see Figure 13).

Figure 13: Licensed fixed wireless coverage based on CPUC data



2.3.6 Competition is fairly robust in the City, and many locations have a choice of technology and provider at speeds of 100/20 Mbps or higher

While there is a mix of technologies offered by multiple providers in the City, there is a fair amount of competition for service at 100/20 Mbps or higher. Frontier and Charter are the dominant providers, and there are some areas of overlap between their coverage areas (see Figure 14).

Figure 14: Service areas by ISP at 100/20 or higher based on FCC data

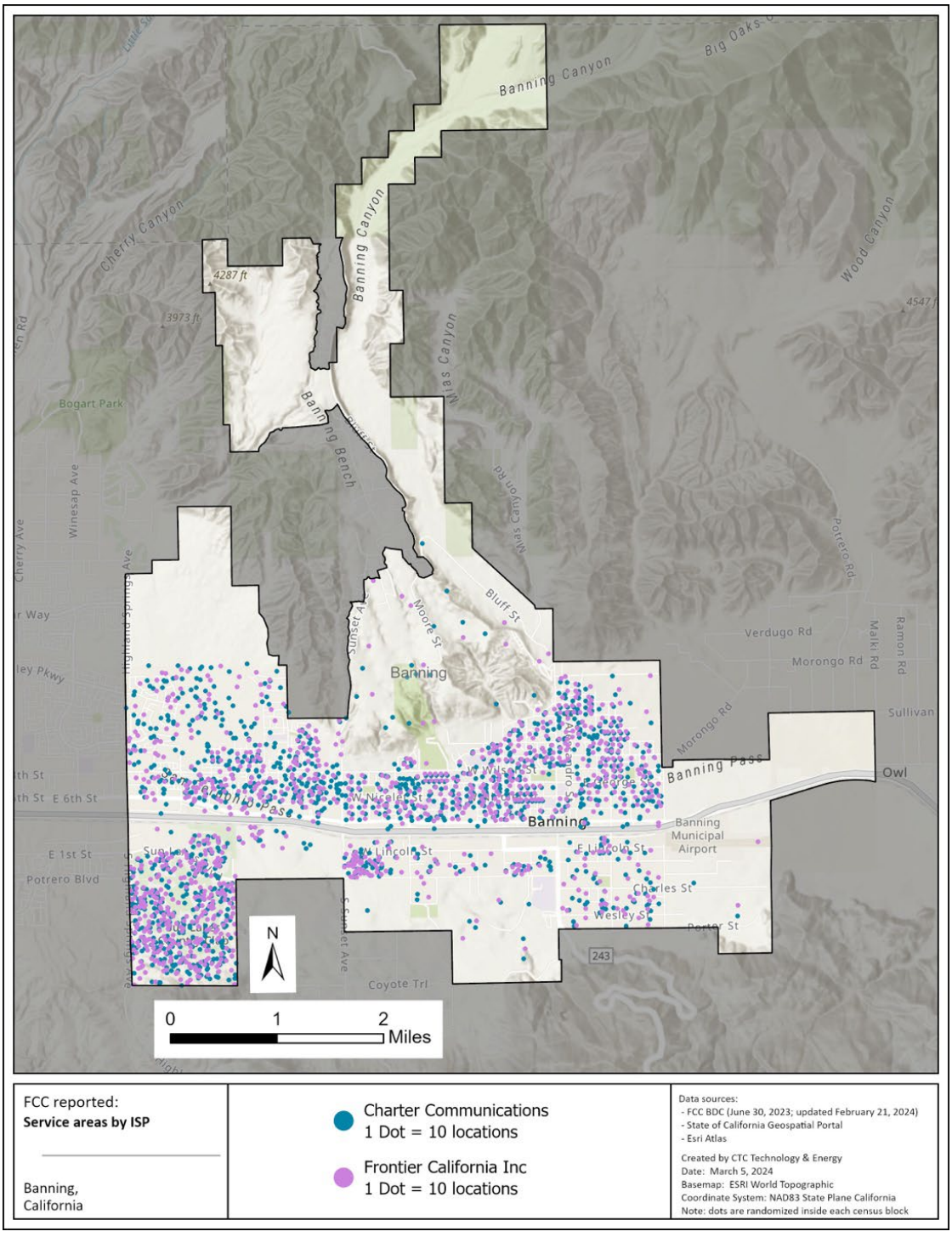


Figure 15 shows areas where there is competition in the City at speeds of 100/20 Mbps or more according to FCC data. Dot points show where end users have a choice of provider. Market competition usually leads to lower prices and better customer service in an area.

Figure 15: Locations served by more than one provider at 100/20 or higher based on FCC data

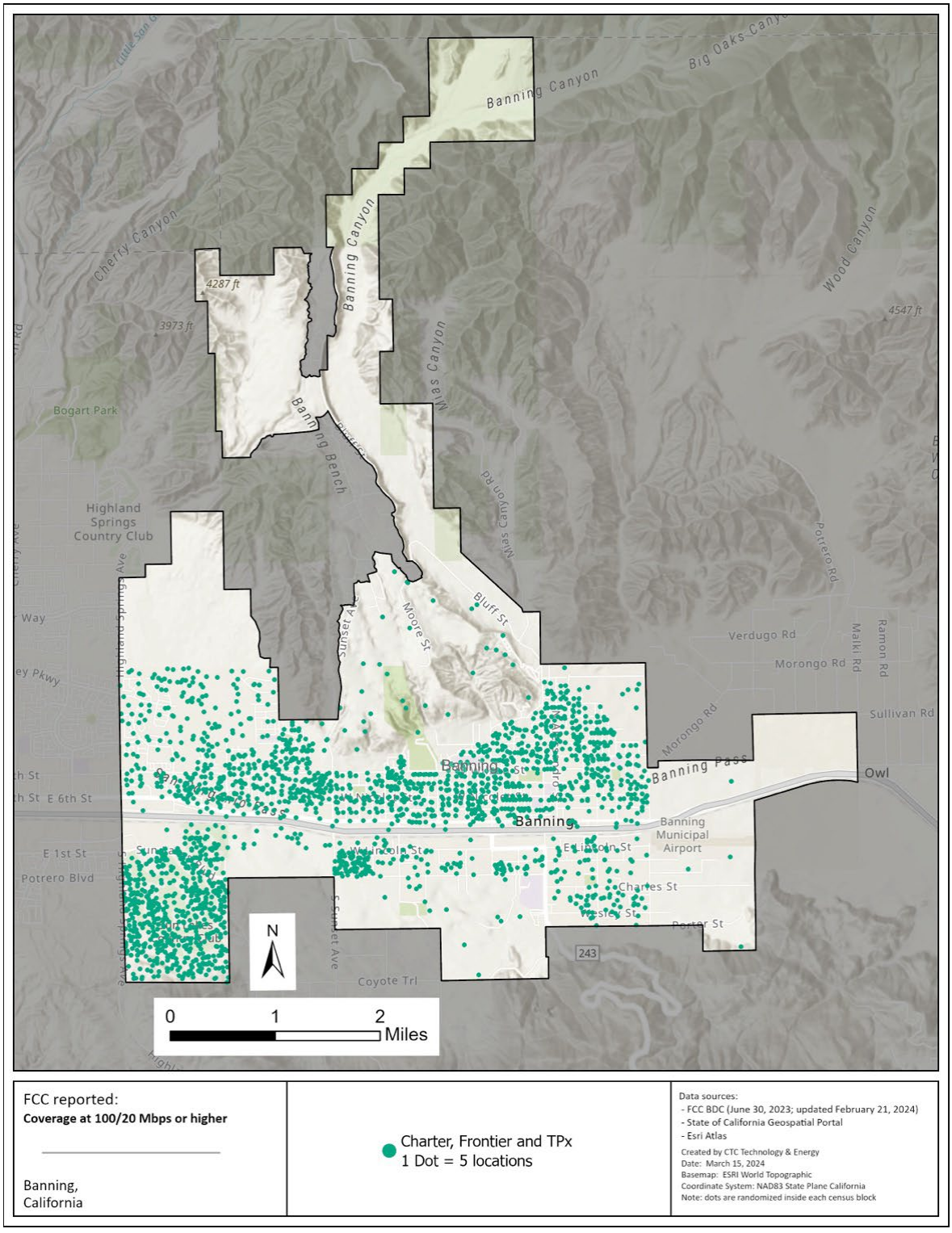


Figure 16 shows census blocks where end users have access to only one wireline provider at 100/20 Mbps or higher based on CPUC data. These particular census blocks are served by either Charter or Frontier.

Figure 16: Census blocks served by only one provider at 100/20 or higher based on CPUC data

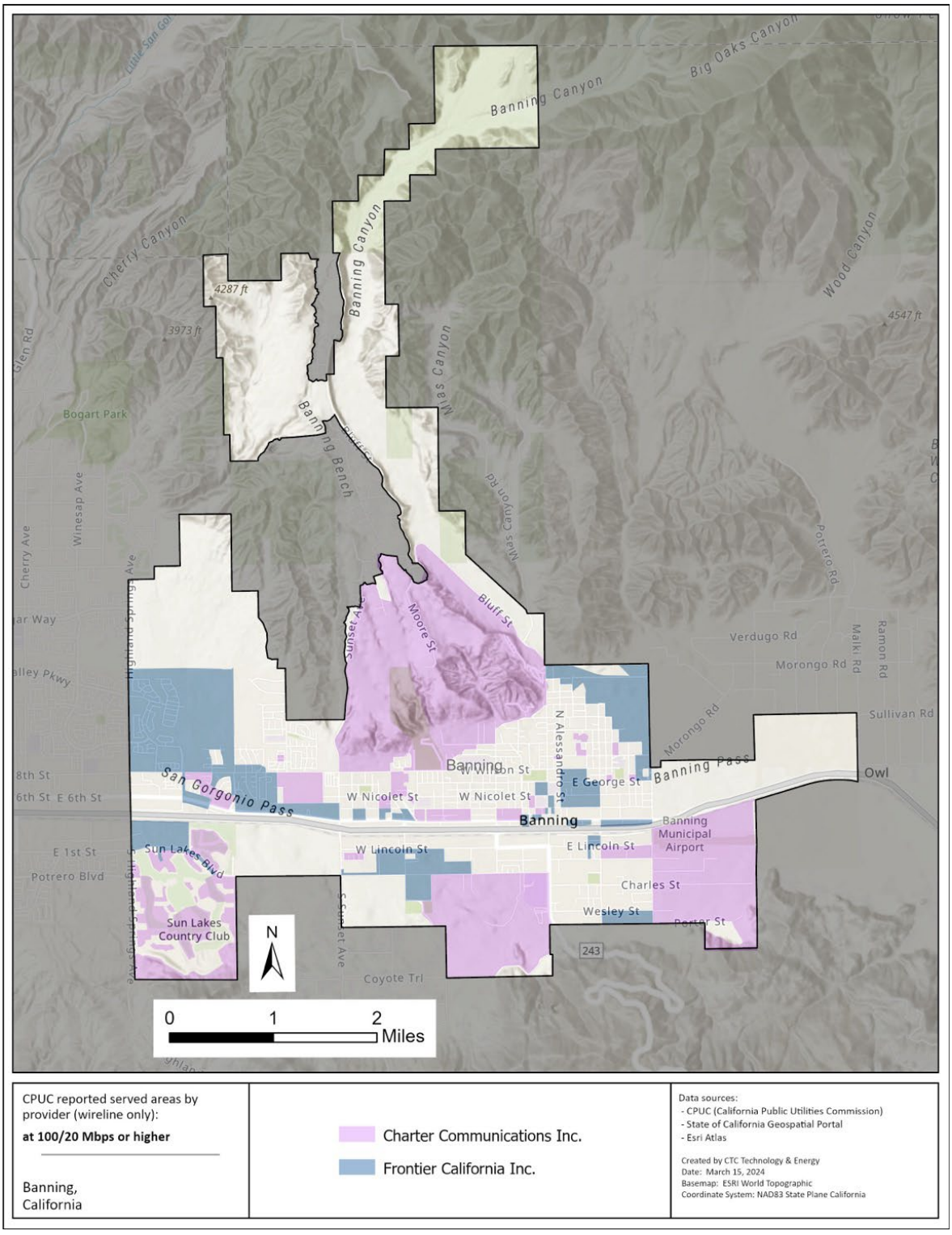
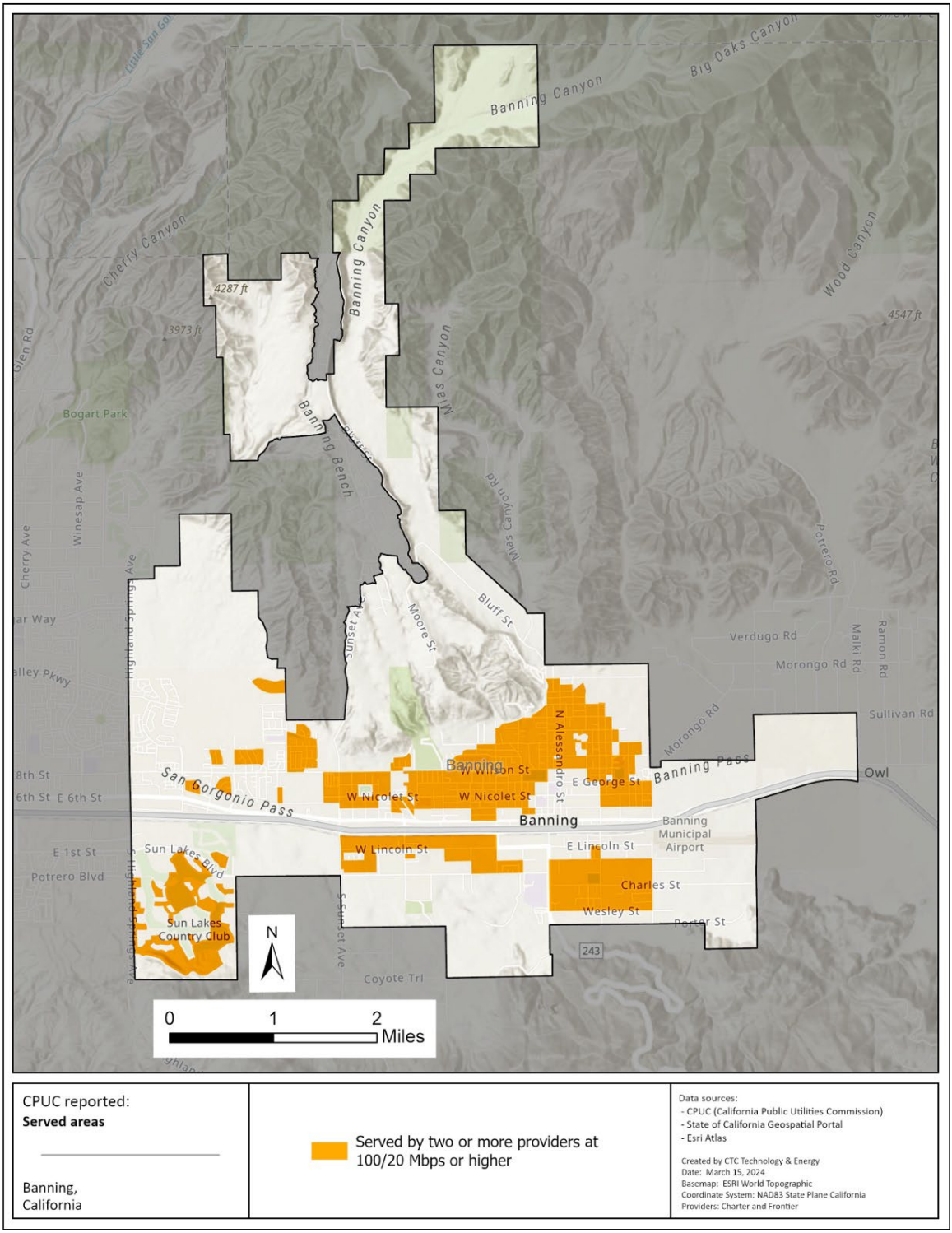


Figure 17 shows competition at a census block level, based on CPUC data. Although this figure does not indicate what providers are in competition across each census block, Figure 14 provides additional context to show that households with access to service from two wireline providers are predominantly receiving both Charter and Frontier.

Figure 17: Census blocks with two or more providers at 100/20 or higher based on CPUC data



2.3.7 CPUC data show many locations interspersed throughout the City that are eligible for CASF funding

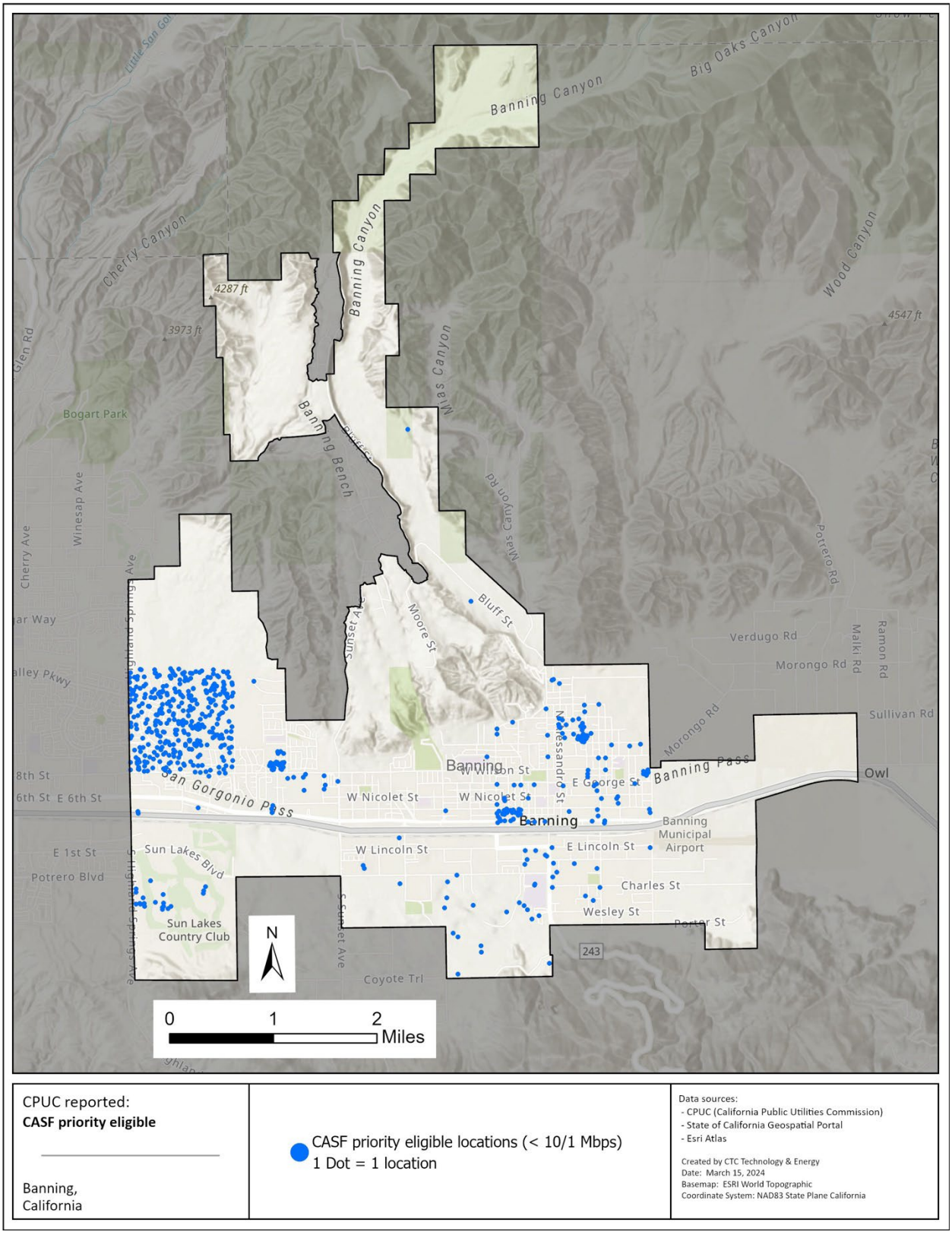
The California Advanced Services Fund (CASF) is a long-standing grant program administered by the CPUC. A few items of note regarding the CASF program include:

- CASF-eligible projects are determined by the CPUC's California Interactive Broadband Map[19] as opposed to the FCC Broadband National Map.
- "Unserved" for CASF projects is defined as areas with no fixed facility-based broadband provider offering service of 25/3 Mbps or higher, with priority funding for areas with less than 10/1 Mbps.
- Applicants are required to deploy infrastructure that provides service at a minimum of 100/20 Mbps (compared to BEAD projects that must deliver 100/100 Mbps or more).
- CASF grants do not favor fiber as highly as BEAD grants, and there is no Extremely High Cost per Location Threshold to determine the type of technology to be deployed.

Figure 18 shows the areas in the City of Banning that are eligible for CASF funding. Section 7.2 of this report provides additional details about specific funding opportunities, both state and federal.

[19] "California Interactive Broadband Map," CPUC, https://www.broadbandmap.ca.gov/.

Figure 18: CASF priority eligible locations in Banning



2.4 American Community Survey data reveal that low-income Banning residents face gaps in subscriptions and device ownership

Data on internet adoption and device ownership are important to fully understand the nature of the digital divide in the City of Banning. American Community Survey (ACS) data show that Banning lags the state and national averages in internet adoption and device ownership. While high-speed broadband services are available throughout Banning, many households do not subscribe or own devices necessary to fully use these services—and those lacking subscriptions or devices are largely lower-income households.

The ACS is conducted yearly and nationwide by the U.S. Census Bureau and consists of self-reported data. However, it is important to note a five-year sampling period (2017–2022)[20] that may not accurately illustrate the most recent trends.

An analysis of ACS data found that in Banning:

- 35.6 percent of households[21] lack a wireline internet subscription.
- 80.1 percent of households that lack a wireline internet subscription also earn less than $75,000 annually.
- 24.7 percent of households do not own a desktop or laptop computer device.

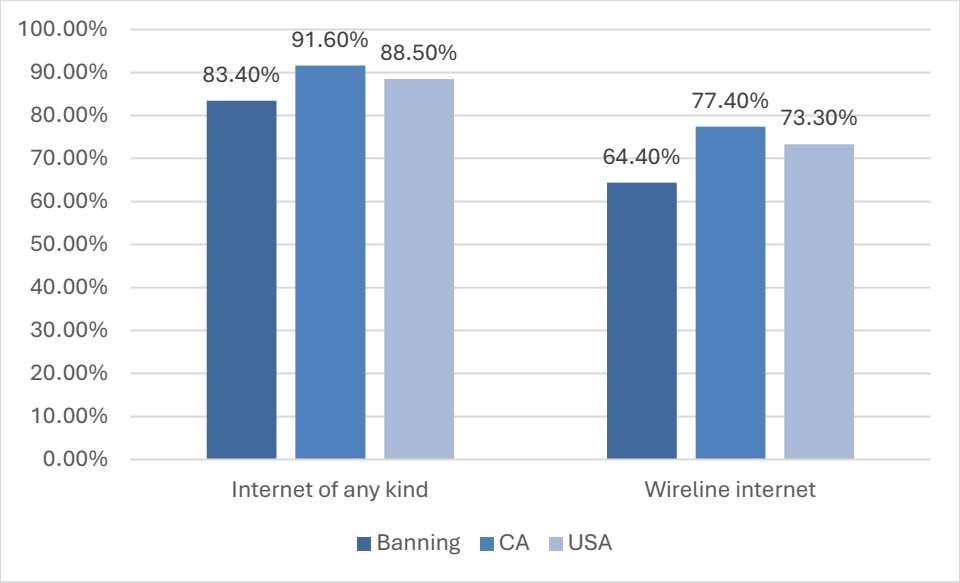
2.4.1 Banning lags state and national adoption rates for residential internet subscriptions, and low-income residents face the most significant gaps

According to ACS data, 83.4 percent of Banning households subscribe to residential internet services. Most of these subscriptions (64.4 percent) are via wireline technology (fiber, cable, or DSL). The City lags both the state and nation in internet subscriptions of any kind, and in wireline internet subscriptions, as shown in Figure 19.

[20] The U.S. Census Bureau does not release data for communities the size of Banning for sampling periods less than five years in order to keep margins of error to a minimum.

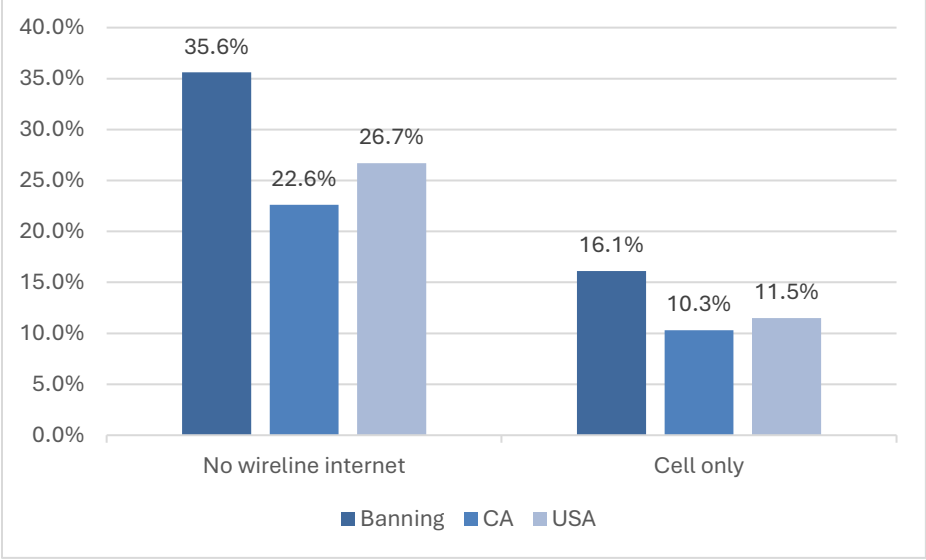
[21] According to the U.S. Census Bureau, a household consists of "all the people who occupy a housing unit … A household includes the related family members and all the unrelated people, if any, such as lodgers, foster children, wards, or employees who share the housing unit." https://census.gov/programs-surveys/cps/technical-documentation/subject-definitions.html#:~:text=A%20household%20includes%20the%20related,who%20share%20the%20housing%20unit.

Figure 19: Internet subscription rates in Banning compared to the state and nation



Internet adoption rates in Banning are lower than the state and nation, and an estimated 3,946 households (35.6 percent) lack residential wireline internet service (Figure 20). Of those households without wireline service, roughly 1,784 (or 16.1 percent of all households) are solely using a cellular internet service at home. Lower-income households may use their cellular connection and smartphone in lieu of paying for a more robust connection to the home. However, reliance on cellular service is insufficient for all members of a household to participate in the digital economy, because data caps and service throttling prevent strong, consistent connections.

Figure 20: No wireline internet and mobile-only subscriptions compared to the state and nation

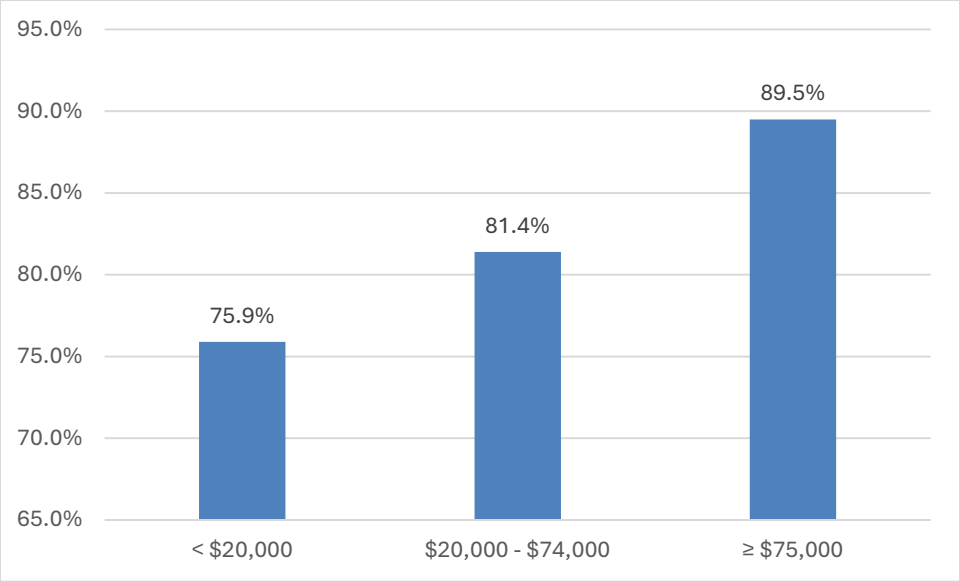


2.4.2 Most Banning households that lack wireline internet access earn less than $75,000 per year

In Banning, most of the households without an internet subscription are lower-income households. While 89.5 percent of households making more than $75,000 subscribe to wireline internet services,

the rate of wireline subscription is only 81.4 percent for households making between $20,000 and $75,000, and 75.9 percent for those earning less than $20,000.[22] Figure 21 shows subscription rates by income bracket.

Figure 21: Wireline internet subscription rates by income level



2.4.2.1 Banning lags both state and national device ownership rates, and 8.1 percent of households lack device access

ACS data show that 91.9 percent of households in Banning own at least one computing device (which could be a desktop/laptop, tablet, or mobile phone, or a combination of these devices), a figure that lags both the state and national figures. Access to affordable devices that meet a household's needs is a critical element of the effort to expand broadband access to a community. Looking across different types of devices, including desktop, laptop, smartphone, and tablet ownership, the data show that some residents may struggle with access to devices (see Figure 22 and Figure 23).

[22] For both of these income brackets, some households are likely able to afford service yet choose not to purchase it because they simply are not interested. For this reason, a 100 percent subscription rate does not represent the ideal or goal rates for any given population.

Figure 22: Device ownership rates in Banning compared to the state and nation

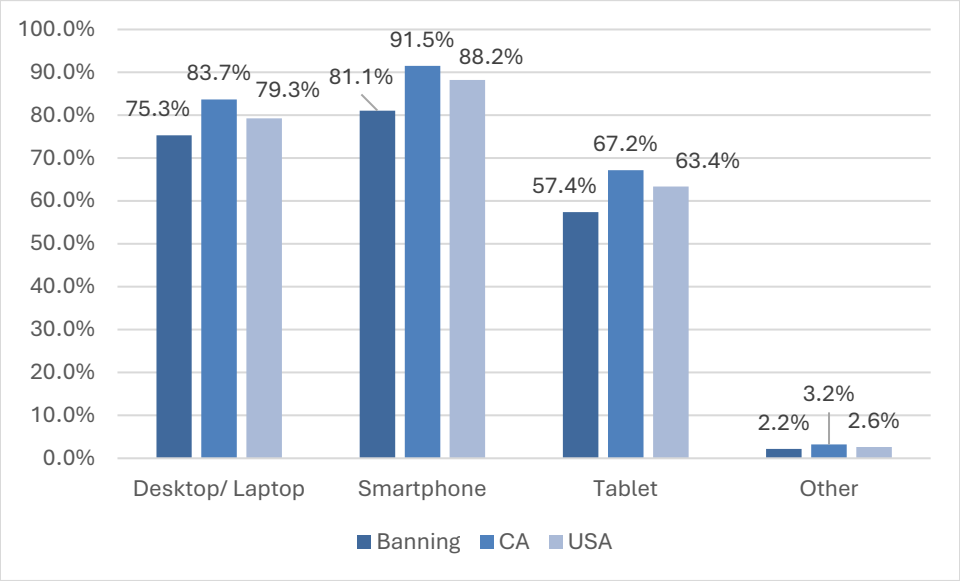
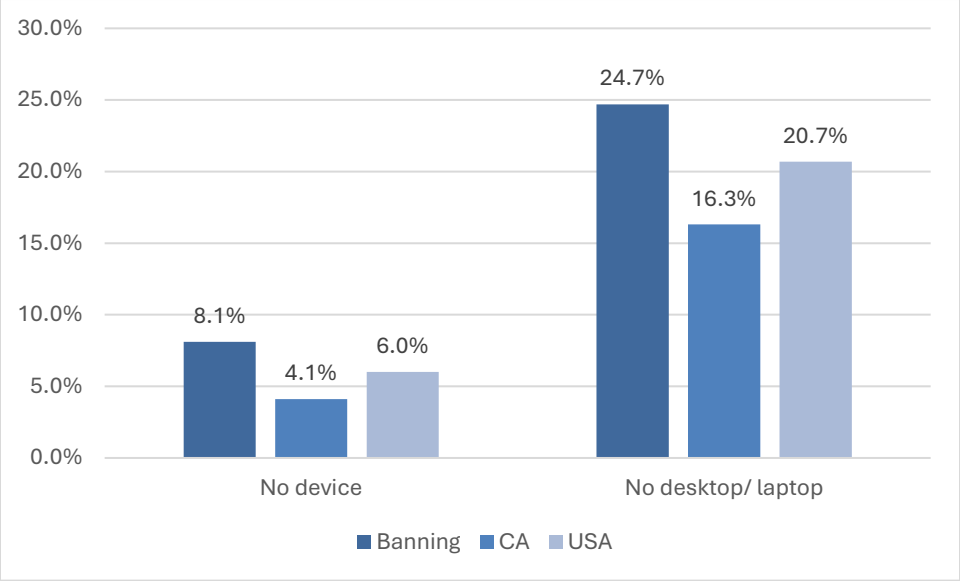


Figure 23 shows that 8.1 percent of Banning households lack a device, indicating a barrier to full digital inclusion. In addition, 24.7 percent of households (2,730 in total) in Banning do not have a laptop or desktop, leaving these residents to rely on smartphones or tablets and making it difficult to fully engage in the digital economy or successfully learn and work from home.

Figure 23: Lack of devices in Banning compared to state and national averages



Additional device barriers may exist even after device ownership numbers are improved. For example, for households with many individuals, a single desktop or laptop will likely not deliver sufficient capacity for all members of the household to meaningfully use the internet. Further, ownership of a device is not sufficient to ensure full access to the benefits of broadband. Many

households may require further digital education, skills training, or access to technical support to maximize the benefits of these services.

2.5 When the ACP was available, 68.2 percent of potentially eligible households in Banning enrolled in the program

The Affordable Connectivity Program (ACP), which provided a monthly subsidy toward some home internet subscriptions, presented an opportunity for many low-income residents to purchase a quality broadband subscription more affordably.

As of January 31, 2024, estimates based on FCC data reported by ZIP code showed that 5,253 households in Banning's zip code of 92220 were receiving the ACP subsidy—which is 68.2 percent of the estimated 7,703 eligible households in the City.[23] Additionally, Banning's rate of enrollment in the ACP had increased by 26.9 percentage points over the final year of the program. This noticeable increase may reflect the positive results of local efforts designed to increase enrollment when the program was available. These data are shown in Table 4.

While these enrollment rates are high, 2,450 households in Banning were eligible to enroll in the program but did not. Lack of enrollment among eligible households might be due to a lack of awareness of the program and a challenging sign-up process; many eligible residents may need to go to a library or other location with internet access just to begin the registration process. As a result, many local governments and other digital divide stakeholders conduct active outreach to households that may be eligible to make them aware of the program and assist in the sign-up process.

Now that the program has ended, residents may still need help enrolling in low-cost programs offered by the City's broadband providers, as described in the next section. While outreach may increase enrollment in some areas, some residents that are eligible for low-cost programs may be uninterested or unwilling to participate. This could be the case if a household cannot afford internet even if it receives a discount or subsidy, feels no need to use the internet, receives satisfactory service from a cellular provider, receives free internet access through a communal source, or does not want to apply for any future federal subsidy program—which can be a particular concern for recent immigrants.

[23] Estimates of total number of eligible households are calculated by The Benton Institute for Broadband & Society through its ACP tool, using 2021 American Community Survey reported data on household income, food stamp recipiency, Medicaid recipiency, supplemental security income, and public assistance income. "The Affordable Connectivity Program Enrollment Performance Tool," Benton Institute for Broadband & Society, https://www.benton.org/acp_tool.

Table 4: ACP enrollment in Banning over one year (2023–2024)

Date	Eligible households enrolled	Enrolled households[24]	Eligible households	Unenrolled eligible households
January 2023	41.3%	3,184	7,703	4,519
June 2023	49.0%	3,778	7,703	3,925
January 2024	68.2%	5,253	7,703	2,450

2.6 Other than for eligible low-income households, internet service pricing plans start at $39.99 per month for fiber service

An analysis of all ISP data plans was completed as part of this study. Pricing for cable, fiber, fixed wireless, and DSL plans are detailed below.

Those who do not qualify for a discounted plan must pay a minimum of $39.99 per month after the promotional price expires for reliable wired broadband speeds. For example, residents can obtain initial pricing from Frontier of $29.99 per month for its 200/200 Mbps fiber service, but these prices rise following the promotional period. For existing wireless options, Banning residents seeking home internet services can pay a minimum of $60 per month, which can be as low as $35 per month for Verizon 5G Home customers during the initial promotional period.

2.6.1 Cable service pricing

Charter is the only cable provider in the City, with near-ubiquitous coverage servicing 99.2 percent of all (or 11,592) Banning locations. Table 5 shows the service plans offered by Charter in the City. The Internet Assist program is available only to qualifying low-income households.

[24] "ACP Enrollment and Claims Tracker," USAC, data as of February 2024, https://www.usac.org/about/affordable-connectivity-program/acp-enrollment-and-claims-tracker/.

Table 5: Charter cable pricing

Name of plan	Speed (download/ upload)	Monthly non-promotional price	Minimum contract	Additional information
Internet Assist	30/4 Mbps	$24.99	No contract	Includes modem and Wi-Fi router. Wi-Fi extender for $5/month. Installation fee of $65 (or self-install fee of $30). Only available to qualifying households.
Internet 100	100/10 Mbps	$59.99	No contract	Free internet modem, no data caps, free unlimited access to nationwide out-of-home Wi-Fi, free antivirus software. Installation fee of $65 (or self-install fee of $30). Wi-Fi extender for $7/month.
Internet	300/10 Mbps	$84.99	No contract	
Internet Ultra	500/20 Mbps	$104.99	No contract	
Internet Gig	1000/35 Mbps	$114.99	No contract	

2.6.2 Fiber service pricing

Frontier is the fiber provider with the most coverage in Banning, serving 10,024 locations, or 85.8 percent of locations. Table 6 shows the pricing for Frontier fiber service. Charter also serves a small number of locations with fiber (120 locations, which represent one percent of all locations in the City of Banning), but research indicates it is business service only.

Table 6: Frontier fiber pricing

Name of plan	Speed	Monthly non-promotional price	Minimum contract	Additional information
Fiber 200	200/200 Mbps	$39.99	No contract	Includes a router. $50 equipment restocking fee when unsubscribed from plan
Fiber 500	500/500 Mbps	$59.99	No contract	
Fiber 1 Gig	1/1 Gbps	$79.99	No contract	
Fiber 2 Gig	2/2 Gbps	$109.99	No contract	
Fiber 5 Gig	5/5 Gbps	$164.99	No contract	Includes a router. $100 expert installation fee waived if subscribed for more than 12 months. $50 equipment restocking fee when unsubscribed from plan

2.6.3 Licensed fixed wireless service pricing

In Banning, T-Mobile and Verizon offer the most licensed fixed wireless coverage, at 6,653 locations (56.9 percent coverage) and 4,004 (34.3 percent coverage) locations, respectively. T-Mobile's fixed wireless service is tied to a data amount, while Verizon's tiers are based on typical speeds rather than data amounts. GeoLinks offers service to 62 locations (less than one percent of coverage) and offers dedicated fixed wireless for each individual location at speeds up to 30 Mbps download.

Table 7 details the fixed wireless offerings of T-Mobile. Speeds vary from 75 to 245 Mbps download and 15 to 31 Mbps upload depending on a household's proximity to either the 5G or 4G LTE network.

Table 7: T-Mobile licensed fixed wireless pricing

Name of plan	Speed*	Monthly non-promotional price	Minimum contract	Additional information
Internet Lite	Average speeds: 72 to 245 Mbps (download) 15 to 31 Mbps (upload)	Varies based on data amount: $65 (100 GB) $165 (300 GB)	No contract required	$35 one-time device connection fee

*Speeds are estimated and rounded. Quoted download speeds were 76-245 Mbps with claims that 50 percent of customers experience speeds in this range and the remaining customers could receive service faster or slower than this range. Upload speeds were quoted as 21-40 Mbps.

Table 8 shows Verizon Wireless' 5G Home Internet service plans. Verizon does not require users to subscribe to Verizon Wireless mobile plans to get these home internet options, but significant discounts are only available if the fixed wireless service is bundled with a Verizon mobile plan and handset. Through the Verizon Forward program, eligible customers can receive a discount of up to $30 per month on any Verizon Wireless package.

Table 8: Verizon licensed fixed wireless pricing

Name of plan	Speed	Monthly non-promotional price	Minimum contract	Additional information
5G Home Internet (Verizon Forward Program)	Can be applied to any 5G package	$30 discount to regular price of subscriptions	Eligibility includes Federal Pell Grant recipient within the last year, qualification for Lifeline (through participation in SNAP or Medicaid, or income 125% below FPL), and WIC. Wireless router included; available to existing customers. Can use Lifeline discount if applicable.	
5G Home	Typical speeds: 50 to 85 Mbps upload, 5 to 10 Mbps download (maximum 100 Mbps download)	Discounted price $35/month*; regular price $60/month	No contract required	Includes router. Late fee applies. Requires deposit depending on credit.
5G Home Plus	Typical speeds: 85 to 250 Mbps download, 10 to 20 Mbps download (maximum 300 Mbps download)	Discounted price $45/month*; regular price $80/month	No contract required	Includes router, whole-home Wi-Fi, Verizon Cloud. Late fee applies. Requires deposit depending on credit.

*Discount applies when subscribed to Verizon Wireless plan

GeoLinks is a provider that primarily offers enterprise fixed wireless and fiber services to rural and suburban customers across California, Nevada, and Arizona. Although business services are its focus, GeoLinks does offer residential fixed wireless services in some locations, including Banning.

Because GeoLinks typically offers services to rural and suburban customers, its residential operations differ significantly to other licensed fixed wireless providers mentioned in this report. A representative at the company indicated that customers do not share service infrastructure with other households, meaning that each customer would receive their own dedicated service. This individualized approach is the reason for GeoLinks' high cost of residential service and $1,500 installation fee, as shown in Table 9. Although Figure 12 above shows a handful of customers in Banning as reported in the FCC data, the high cost of residential service suggests that these may be enterprise customers.

Table 9: GeoLinks fixed wireless pricing

Name of plan	Speed	Monthly non-promotional price	Minimum contract	Additional information
Residential Pricing 3M	3/3 Mbps	$574.50/month* $383/month** $152/month***	No contract required	Dedicated fixed wireless. $1,500 installation fee waived with contract.
Residential Pricing 5M	5/5 Mbps	$688.50/month* $459/month** $165/month***	No contract required	Dedicated fixed wireless. $1,500 installation fee waived with contract.
Residential Pricing 10M	10/10 Mbps	$961.50/month* $641/month** $221/month***	No contract required	Dedicated fixed wireless. $1,500 installation fee waived with contract.
Residential Pricing 15M	15/15 Mbps	$1,036.50/month* $691/month** $276/month***	No contract required	Dedicated fixed wireless. $1,500 installation fee waived with contract.
Residential Pricing 20M	20/20 Mbps	$1,201.50/month* $801/month** $304/month***	No contract required	Dedicated fixed wireless. $1,500 installation fee waived with contract.
Residential Pricing 25M	25/25 Mbps	$1,284/month* $856/month** $359/month***	No contract required	Dedicated fixed wireless. $1,500 installation fee waived with contract.
Residential Pricing 30M	30/30 Mbps	$1,407/month* $938/month** $392/month***	No contract required	Dedicated fixed wireless. $1,500 installation fee is waived with contract.

*Month-to-month with no contract
**With a 12-month contract
***With a 36-month contract

2.6.4 DSL service pricing

Frontier offers DSL service over its legacy copper telephone wires with speeds up to 115 Mbps download and up to 7 Mbps download. Actual speeds will vary by household, but the cost of service

is $74.99 for all DSL customers. Please note that there are only 14 locations in the City that are currently served by DSL.

Table 10: Frontier DSL service pricing

Name of plan	Speed	Monthly non-promotional price	Minimum contract	Additional information
Frontier Internet	Up to 115/7 Mbps	$74.99	No contract required	$100 installation fee

2.7 Speed test data

Speed tests were conducted by Banning residents at varying locations across the City.[25] The goal of these speed tests was to evaluate whether the actual speeds residents receive fall into the categories of unserved, underserved, or served.

Of the 47 speed tests completed, fifteen locations recorded service speeds below 100/20 Mbps—14 of which were receiving speeds that are considered underserved, and one location that was considered unserved (see Figure 56 below).

In total, 25 tests were conducted for Spectrum, 14 were conducted for Frontier, and one test each was conducted for T-Mobile, Verizon Wireless, and AT&T. Overall, Frontier recorded upload speeds that were significantly higher than the averages from other providers, with an average result of 181/157 Mbps. Providers that followed at served speeds were T-Mobile (averaging 325/25 Mbps), Spectrum (averaging 308/21 Mbps), and AT&T (averaging 303/20 Mbps). Results for Verizon Wireless demonstrated an average speed that would be deemed underserved, at 78/13 Mbps (Figure 25).

[25] Residents conducted Speed Tests on their personal devices, by accessing the the Ookla Speed Test software available on the Ookla webpage, https://www.speedtest.net/.

Figure 24: Speed test distribution by speed

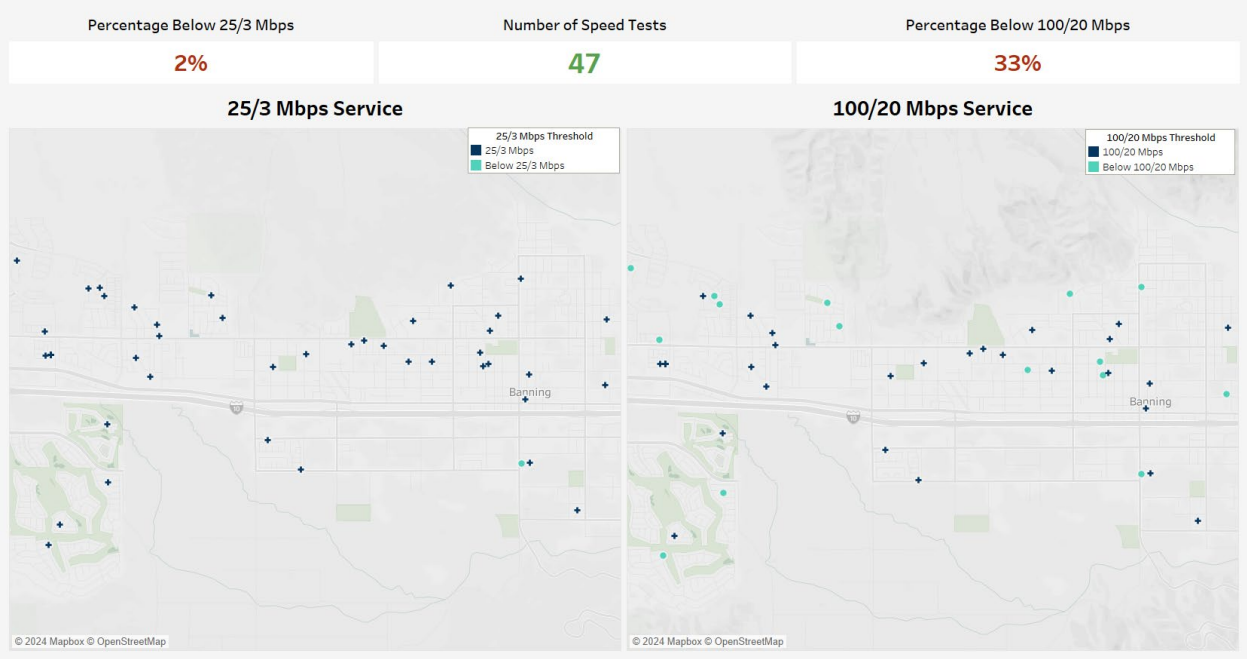
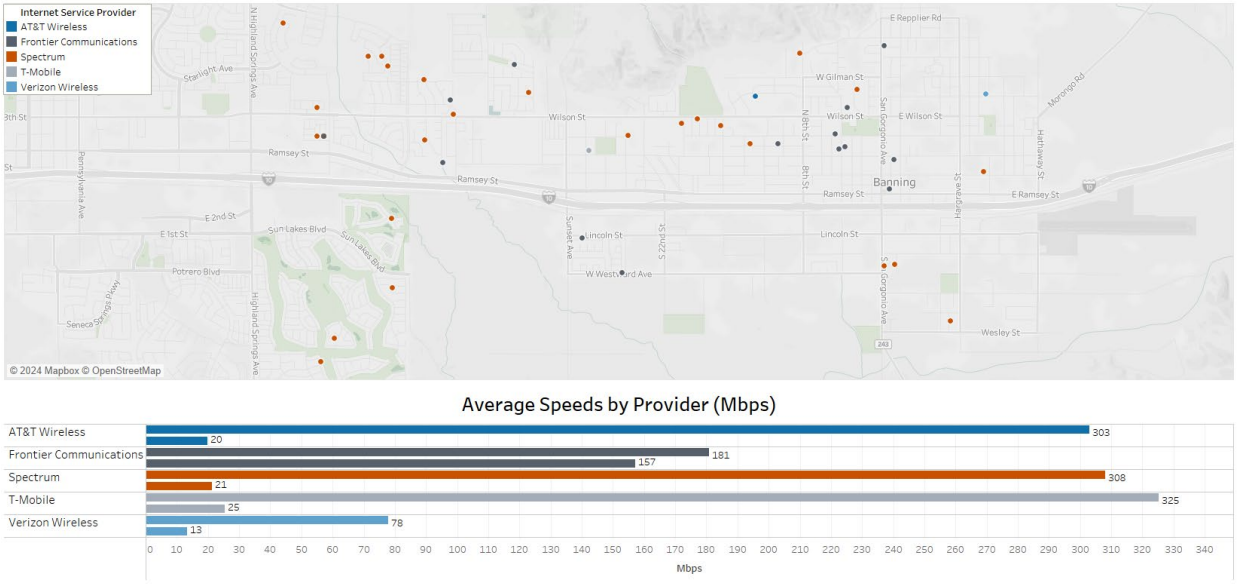


Figure 25: Speed test distribution by ISP



3 A residential phone survey confirmed that though there are few gaps in access, some were concerned about the quality of their internet service and there was moderate support for a City-run network

3.1 Survey key findings

As part of this study, CTC conducted a survey of residents on a wide range of broadband-related topics. The survey was intended to gather data about the types of services to which residents subscribe, their use of these services, their perceptions about service quality and slowdowns, and residents' level of interest in the City taking steps to address any gaps.

Key findings are presented thematically in three subsections: broadband access gaps, device utilization gaps, and demand for additional internet service options. These and other findings are presented in greater detail in the following sections.

3.1.1 Nearly all (94 percent of) respondents reported having internet access, but some expressed concerns about the quality of service and price

The survey found few gaps in access to residential internet services, but some residents had concerns about the quality of the services. The following are key findings:

- **Almost all respondents have internet access.** Ninety-four percent of households have home internet, including 60 percent that subscribe to Charter and 24 percent that subscribe to Frontier. Usage is relatively high across all demographic groups, except those in lower-income households (earning below $50,000 per year), where 88 percent have a home internet subscription.
- **Most subscribers have internet-only service.** Fewer than one-half (44 percent) of households that subscribe to broadband services bundle internet service with television and/or phone service. Charter customers are more likely than Frontier customers to bundle their internet service with other services (53 percent versus 24 percent).
- **Some home internet subscribers have concerns about the quality of their service.** Although 44 percent of subscribers are very satisfied and 29 percent are somewhat satisfied, a sizeable segment of subscribers is either dissatisfied (11 percent) or neither satisfied/dissatisfied (15 percent) with their service. Primary reasons for lower satisfaction levels include service is too slow (49 percent), service is too expensive (44 percent), and service drops from time to time (42 percent).
- **Some customers experience slowdowns or drops in service weekly or more often.** Seven percent reported that they experience slowdowns in service at least once daily, and 12 percent experience this at least once per week. Another 23 percent experience slowdowns or drops monthly, and 22 percent experience them annually. Only 36 percent of subscribers reported that they never experience slowdowns or drops in service.

3.1.2 Though all demographic groups state that they have access to enough computers, lower-income households would have more difficulty replacing a lost or broken device

Most respondents have access to computers and other devices, particularly among higher-income households. The following are key findings:

- **Almost all respondents have access to computers in the home.** Ninety-three percent of households have enough computers in good, working order to efficiently connect to the internet for their daily needs. This is true for various demographic groups.
- **Most respondents at all income levels would be able to replace non-working computers within a day (32 percent) or a week (26 percent).** However, eight percent of respondents would not be able to replace their computer in the foreseeable future, and approximately one-third of respondents would need one month or longer to replace it.
- **Respondents in lower-income households face bigger gaps in maintaining and replacing their computers, compared with those in higher-income households.** Specifically, 11 percent of those in households earning less than $50,000 annually would not be able to replace a lost or broken computer in the foreseeable future, and nearly one-half would need a month or longer to replace it.

3.1.3 Respondents were somewhat in favor of the City bringing in new broadband service, but few were willing to support this effort through additional fees

Many respondents would like to have a choice of an additional internet service provider in the City, but few would be willing to pay a temporary annual fee to make it feasible for a second provider to establish a new best-in-class private or public broadband service. The following are key findings:

- **Overall, there is moderate support for City action to foster broadband competition.** Twenty-five percent of respondents strongly agreed the City should work to bring in a new private broadband provider to compete with existing providers, and 28 percent agreed. Additionally, 30 percent strongly agreed that the City should establish a City-run broadband service to compete with existing providers, and 22 percent agreed. However, 62 percent of households with annual income of less than $50,000 strongly agreed or agreed that the City should establish this type of service.
- **Respondents expressed little support for paying temporary fees to support construction of networks.** Starting new broadband services in the City would likely require significant subsidies to become financially feasible. On a scale where 1 signifies “Strongly Opposed” and 5 signifies “Strongly Support,” the mean level of support for paying household construction subsidies (above the cost of service) was 2.1 at $200 per year for five years and 1.4 at $800 per year for five years. Meanwhile, 47 percent of respondents were strongly opposed to paying a temporary annual fee of $200 per year for five years. The amounts provided were round numbers meant to provide a sense of willingness to pay construction subsidies. Though they are based on ranges of subsidies seen in some other jurisdictions, they do not reflect an analysis of subsidies that might be required for the City of Banning.

3.2 Survey process

In close coordination with the City of Banning, CTC managed the survey project, including development of the questionnaire, sample selection, data collection, survey data analysis, and reporting of results.

CTC developed the draft survey instrument based on the project objectives and provided it to City staff for review and comment. The City provided revisions and approved the final questionnaire. (A copy of the survey instrument is included in Appendix B).

3.2.1 Data collection and response

The survey was conducted by telephone between April 8 and April 18, 2024. CTC purchased approximately 4,765 phone numbers of City of Banning residents from Data Axle, a commercial database company. The numbers included landlines and mobile numbers. The original project scope specified a target return of 300 completed surveys. CTC's call center ambassadors conducted the outreach and obtained 309 completed surveys.

Margin of error is a common measure of statistical validity or accuracy. The margin of error for aggregate results at the 95 percent confidence level for 309 responses is ±5.5 percent. That is, for questions with valid responses from all survey respondents, one would be 95 percent confident (19 times in 20) that the survey responses are within ±5.5 percent of the target population as a whole. The margin of error is larger for various subgroups.

3.2.2 Data analysis

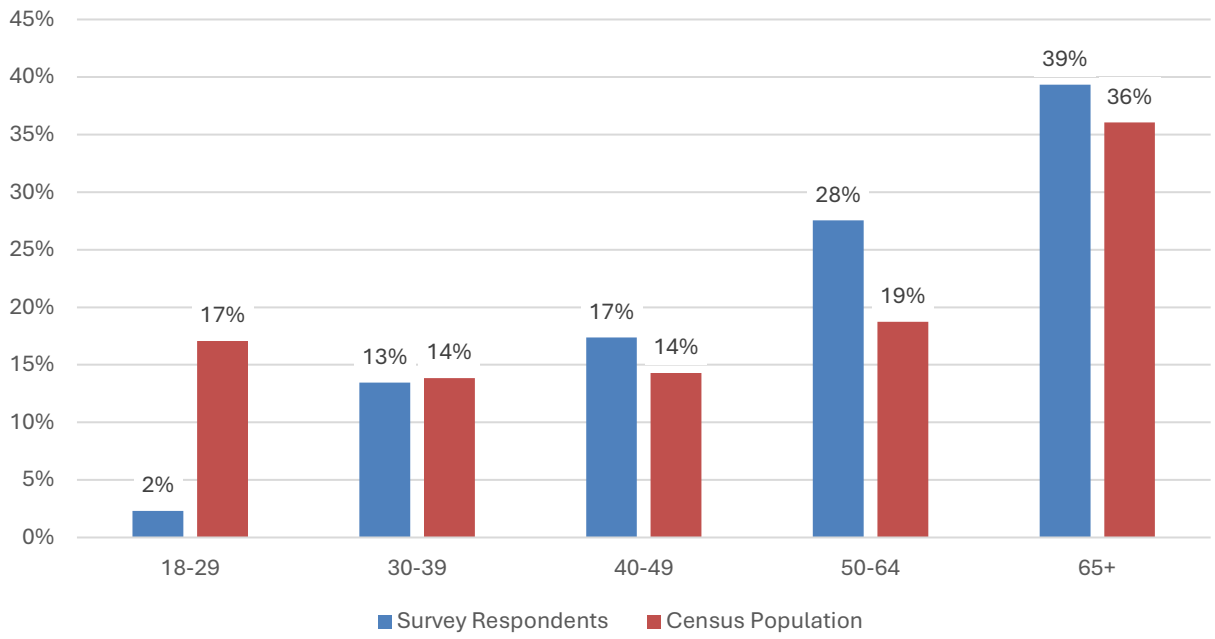
The survey responses were entered into SPSS[26] software and the entries were coded and labeled. SPSS databases were formatted, cleaned, and verified prior to the data analysis. The survey data was evaluated using techniques in SPSS including frequency tables, cross-tabulations, and means functions. Statistically significant differences between subgroups of response categories are highlighted and discussed where relevant.

The survey responses were weighted based on the age of the respondent, household income, and race/ethnicity. Because younger individuals, those in lower-income households, and racial/ethnic minorities were less likely to respond, the weighting corrects for the potential bias based on the age, household income, and ethnicity of the respondent. In this manner, the results should more closely reflect the opinions of the City's adult population.

Figure 26 summarizes the survey respondents' age category as compared to the overall population distributions. Survey respondents were underrepresented in the 18 to 39 age category.

[26] Statistical Package for the Social Sciences, http://www-01.ibm.com/software/analytics/spss/.

Figure 26: Age of respondents compared to City of Banning adult population



3.2.3 Survey methodology

The results presented in this section are based on analysis of information provided by 309 residents of the City of Banning, from a total of 11,069 households in the City.[27] Results are representative of the set of households with a 95 percent confidence interval and a margin of error of ±5.5 percent at the aggregate level.

Unless otherwise indicated, the percentages reported are based on the "valid" responses from those who provided a definite answer and do not reflect individuals who said "don't know" or otherwise did not supply an answer because the question did not apply to them. Key statistically significant results ($p \leq 0.05$) are noted where appropriate.

3.3 Survey results

Respondents were asked about internet connection types, including home internet service (e.g., DSL, cable modem, fiber, and fixed wireless), as well as cost and overall satisfaction with their service. This information provides valuable insight into residents' need for internet and related communications services. Respondents may have opted to skip over some questions in the survey, making it possible for certain response totals to equal less than 309.

Sixty percent of households subscribe to Charter home internet service, as shown in Figure 27. Twenty-four percent of households have Frontier internet service, and one percent have T-Mobile. Just six percent of households do not have any type of home internet service. Nine percent of respondents indicate they used "other" home internet services, including Verizon and Starlink. Some said they did not know.

[27] Source: U.S. Census Bureau, 2018-2022 American Community Survey 5-Year Estimates.

Figure 27: Home internet services subscribed to

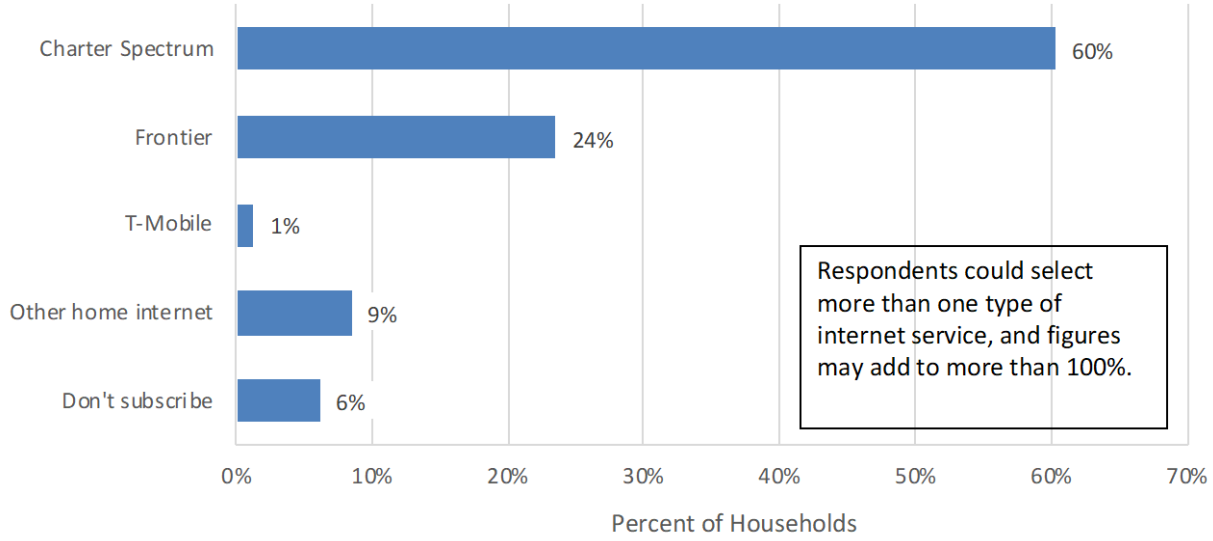


Table 11 highlights the saturation of home internet service subscriptions by key demographic groups. In total, 94 percent of households have home internet service. Usage is relatively high across all demographic groups. However, 88 percent of households earning under $50,000 annually and 91 percent with an ethnic/racial minority household member (most of whom are Hispanic/Latino in this survey) have internet service, at levels that are slightly lower than the overall sample.

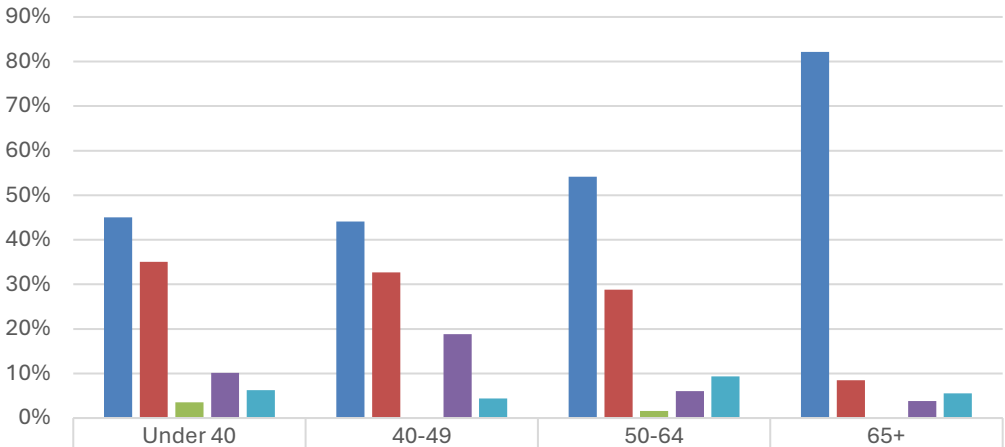
Table 11: Home internet usage by key demographics

	Total internet usage	*Weighted Count*
TOTAL	**94%**	***309***
Respondent age		
Under age 40	94%	*94*
40-49	96%	*44*
50-64	91%	*56*
65+	94%	*111*
Gender		
Male	94%	*139*
Female	94%	*167*
Race/ethnicity		
White, non-Hispanic	97%	*106*
Racial/ethnic minority	91%	*175*
Household size		
One HH member	91%	*60*
Two HH members	100%	*98*
Three HH members	87%	*54*
Four + HH members	93%	*95*

	Total internet usage	*Weighted Count*
Children in household		
No children in HH	94%	*197*
Children in HH	93%	*111*
Income		
Less than $50,000	88%	*129*
$50,000 to $99,999	98%	*89*
$100,000 or more	95%	*60*
Other demographic groups		
Veteran	99%	*48*
Individual with a disability	98%	*72*
Primarily non-English speaker	60%	*16*
Formerly incarcerated individual	100%	*2*
Actively enrolled in K-12 school or college or other higher education	91%	*96*
A student in college or other higher education	100%	*37*

Although levels of subscription to home internet service are high across various age cohorts, seniors were somewhat more likely than younger respondents to report subscribing to Charter and less likely to report subscribing to Frontier (see Figure 28). Specifically, 82 percent of respondents ages 65 and older said their household subscribes to Charter (compared to 45 percent of respondents under age 40).

Figure 28: Home internet service provider by respondent age



	Under 40	40-49	50-64	65+
Charter Spectrum	45%	44%	54%	82%
Frontier	35%	33%	29%	8%
T-Mobile	4%	0%	2%	0%
Other home internet	10%	19%	6%	4%
I don't subscribe	6%	4%	9%	6%

3.3.1 Reasons for not having internet service

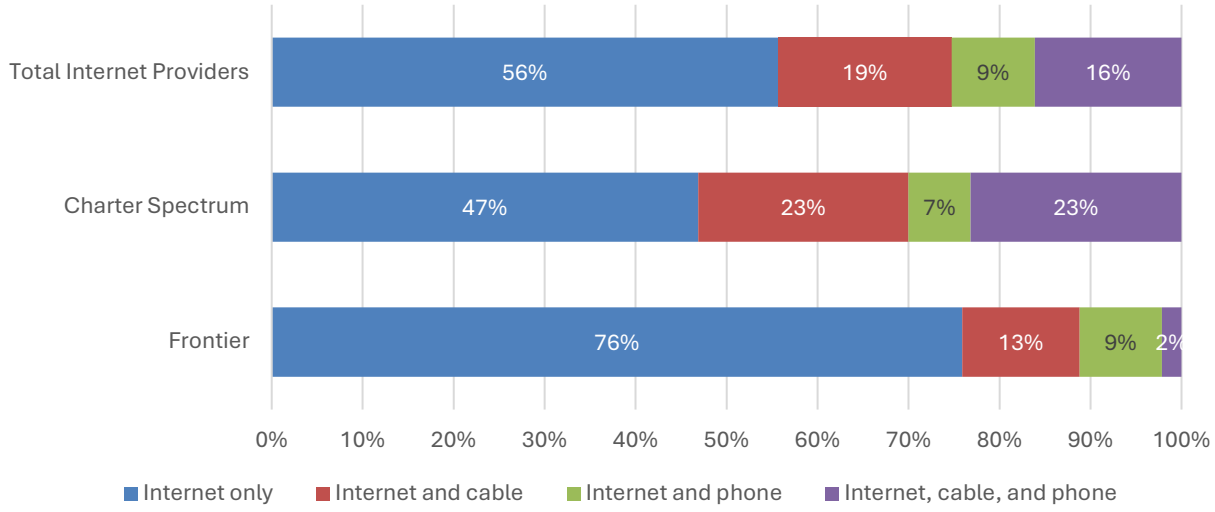
Respondents without home internet service were asked why they do not subscribe. Please note that this is a small sample size (19 respondents), and it is difficult to conclude larger trends based on the number of respondents in this category. Twelve out of 19 said they cannot afford it, or it is not worth the cost. Three respondents said they do not know how to use the internet. Six respondents cited a variety of other reasons, including using the internet at another location.

Those without home internet service were also asked where or how they regularly access the internet outside of the home. Ten of 19 respondents said they access the internet at a neighbor or friend's house, while seven use a mobile hotspot provided by a school, library, or other party. Six respondents said they do not access the internet at any location.

3.3.2 Internet service cost

Respondents were asked to give the cost of their home internet service, as well as indicate whether or not they bundle internet with TV and/or phone service. Overall, 44 percent of subscribers bundle their internet service, including 16 percent with both cable and phone services (see Figure 29). Charter customers are more likely than Frontier customers to bundle their internet service with other services (53 percent versus 24 percent).

Figure 29: Included in monthly service cost



As shown in Figure 30, saturation of bundled communication services is correlated with respondent age. Sixty-four percent of subscribers ages 65 and older bundle their internet with other services, compared with one-fourth of those under age 40.

Figure 30: Included in monthly service cost by respondent age

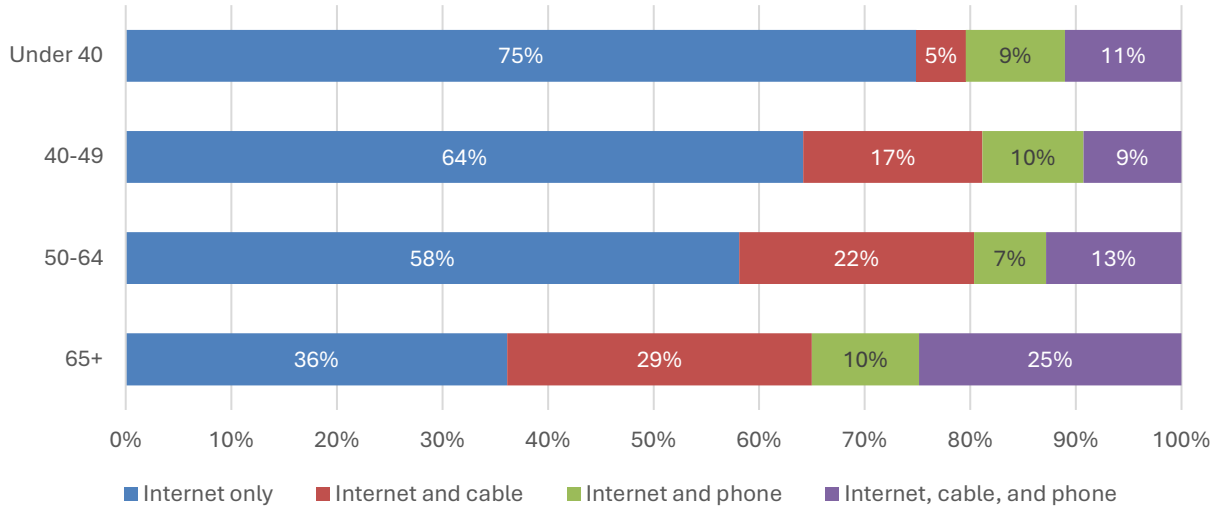
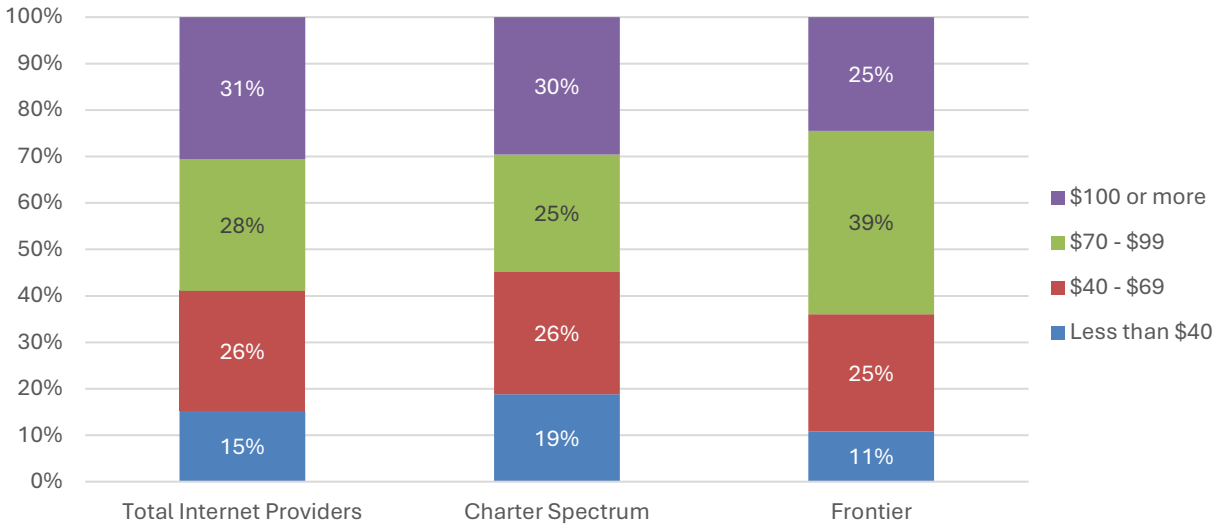


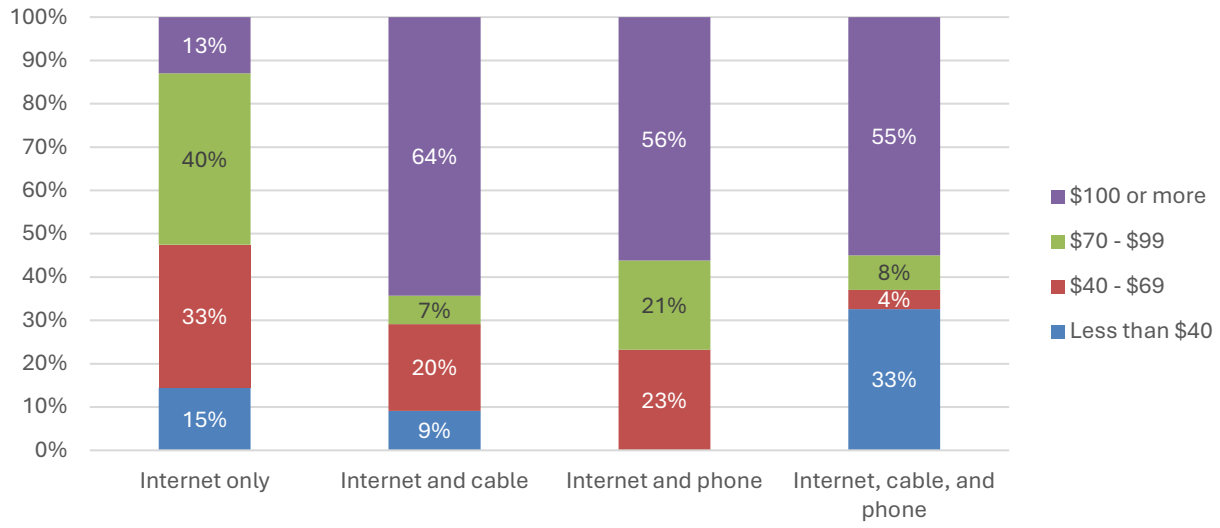
Figure 31 shows the cost of communications services for the leading providers for all service bundles. Overall, three in 10 respondents who are internet subscribers pay $100 or more per month for their communications services (bundled or unbundled). Counts for specific bundles are relatively small when broken out by provider. Charter customers pay slightly more for services compared with Frontier customers, but they are also more likely to bundle services.

Figure 31: Monthly price for bundled or unbundled internet service by service provider



Four in 10 subscribers with internet-only service pay $70 to $99 per month, and 33 percent pay $40 to $69 per month, as shown in Figure 32. In comparison, 55 percent of those who bundle internet, cable, and phone services pay $100 or more per month (versus 13 percent of those with internet-only service).

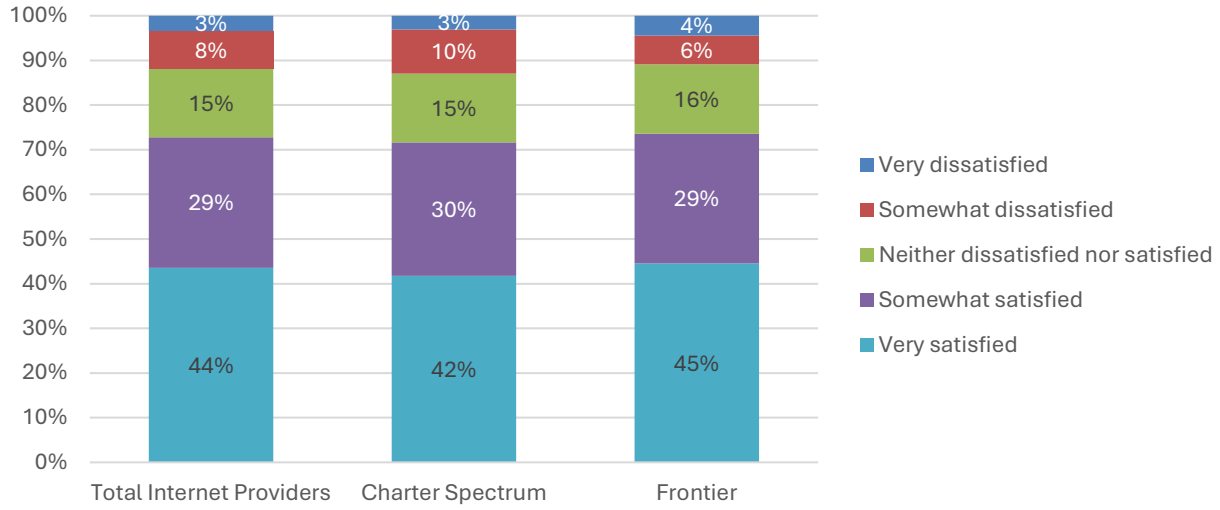
Figure 32: Monthly price for internet service by type of bundle



3.3.3 Satisfaction with home internet service

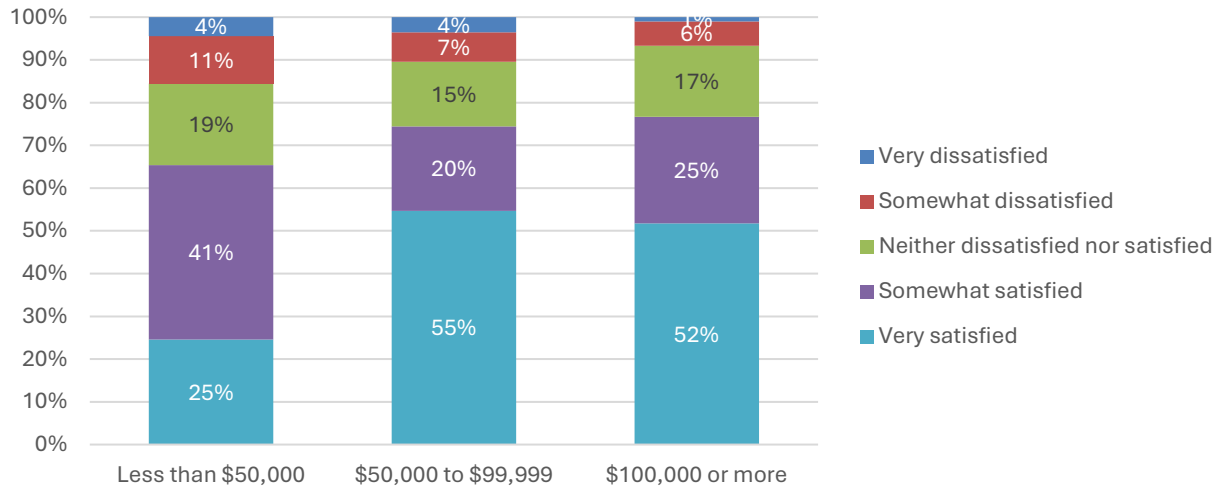
Subscribers were asked to evaluate their overall level of satisfaction with their home internet service. As shown in Figure 33, 44 percent of subscribers are very satisfied with their service, and 29 percent are somewhat satisfied. A small segment of subscribers is either dissatisfied to some extent (11 percent) or neither satisfied nor dissatisfied (15 percent) with their service, with only three percent being very dissatisfied. The difference in satisfaction ratings between Charter and Frontier customers is not statistically significant.

Figure 33: Overall satisfaction with home internet service by internet service provider



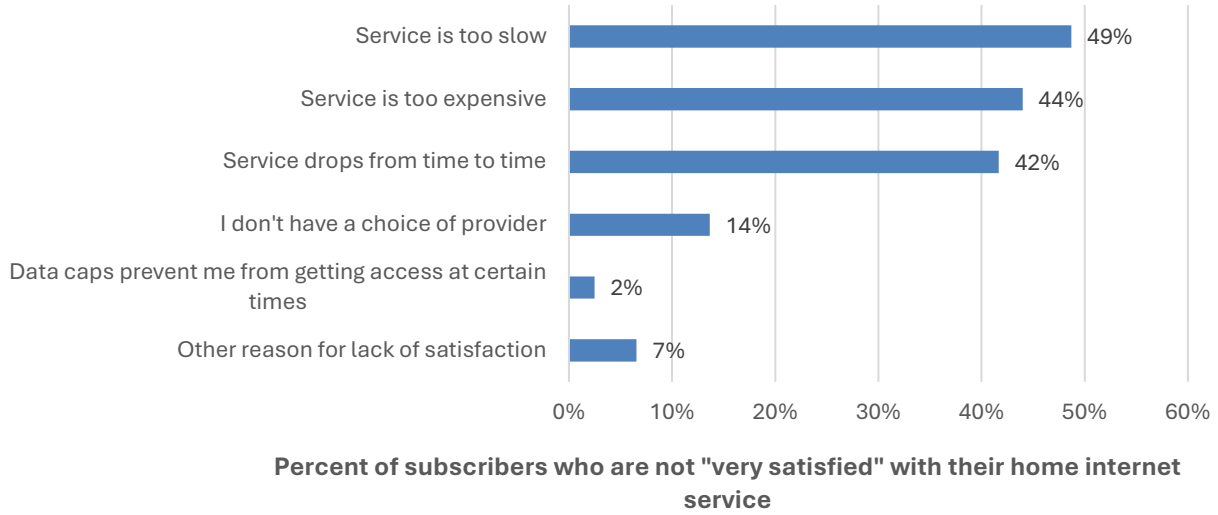
Satisfaction with home internet service by household income is illustrated in Figure 34. More than one-half of subscribers earning at least $50,000 per year said they are very satisfied with their internet service, compared with one-fourth of those in lower-income households.

Figure 34: Overall satisfaction with home internet service by household income



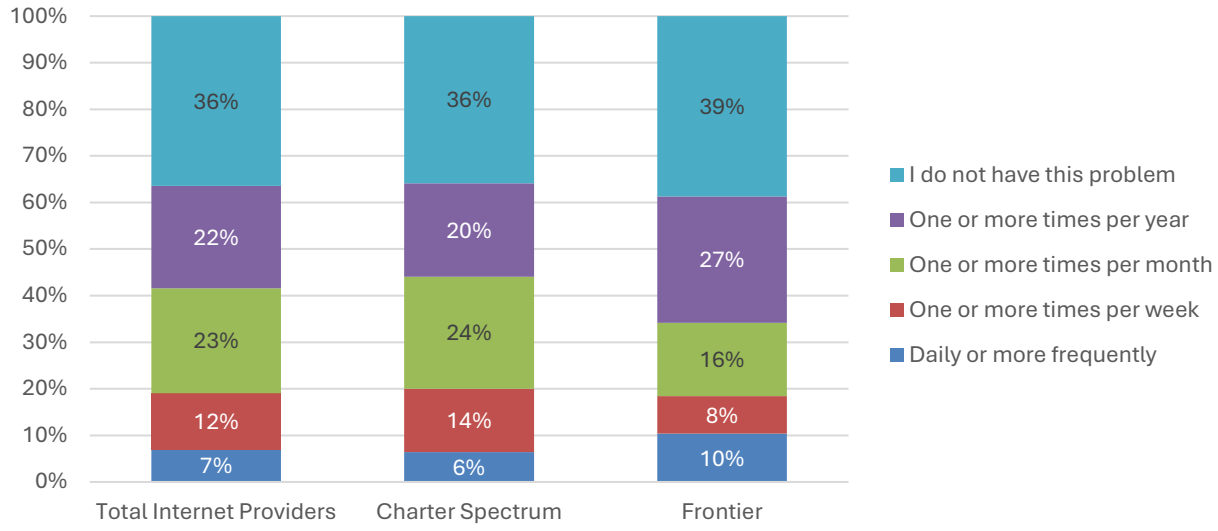
Among those who are not "very satisfied" with their home internet service, the leading reasons cited include that service is too slow (49 percent), service is too expensive (44 percent), and service drops from time to time (42 percent). Additionally, 14 percent cited a lack of choice of providers, and two percent cited data caps. Respondents could select more than one reason.

Figure 35: Reasons for lack of satisfaction with home internet service



More than one-third of respondents claim that they do not experience any slowdown or drops in their home internet service, but seven percent experience this at least daily and 12 percent at least weekly (see Figure 36). The difference in frequency reported by Charter customers and Frontier customers is not statistically significant.

Figure 36: Frequency of slowdowns or drops in home internet service



3.3.4 Computing devices used in household

Respondents were asked a series of questions about computing devices used in their household and how long it would take to replace a lost or damaged computer. Table 12 highlights the saturation of devices in the household by key demographic groups. In total, 93 percent of respondents believe they have enough computers in good, working order to efficiently connect to the internet. There were no notable differences in this statistic by demographic group.

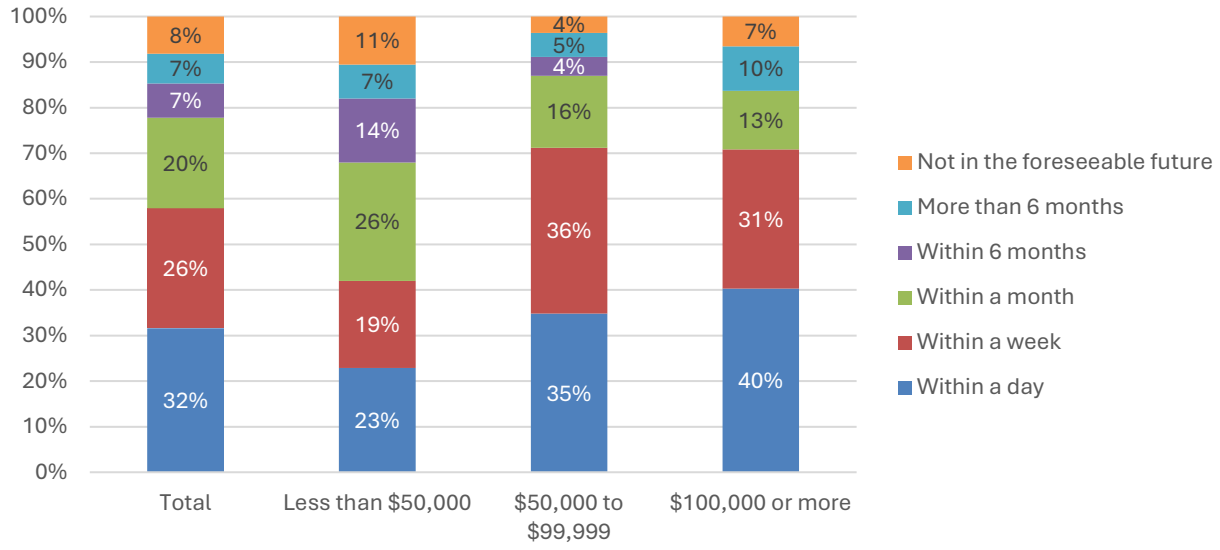
Table 12: Have enough computers to efficiently connect to the internet by key demographics

	Have enough computers	*Weighted count*
TOTAL	**93%**	***307***
Respondent age		
Under age 40	94%	*94*
40-49	96%	*43*
50-64	85%	*56*
65+	96%	*111*
Gender		
Male	92%	*139*
Female	94%	*166*
Race/ethnicity		
White, non-Hispanic	95%	*106*
Racial/ethnic minority	92%	*175*
Household size		
One HH member	95%	*60*
Two HH members	95%	*98*
Three HH members	88%	*54*
Four + HH members	94%	*95*

	Have enough computers	*Weighted count*
Children in household		
No children in HH	94%	*197*
Children in HH	91%	*111*
Income		
Less than $50,000	90%	*129*
$50,000 to $99,999	97%	*88*
$100,000 or more	92%	*60*
Other demographic groups		
Veteran	92%	*48*
Individual with a disability	90%	*72*
Primarily non-English speaker	92%	*16*
Formerly incarcerated individual	72%	*2*
Actively enrolled in K-12 school or college or other higher education	91%	*96*
A student in college or other higher education	100%	*37*

More than one-half of respondents said they could replace their primary computer within a day (32 percent) or a week (26 percent) if it were lost or damaged beyond repair (see Figure 37). Eight percent of respondents would not be able to replace their computer in the foreseeable future, and approximately one-third of respondents would need one month or longer to replace it.

Figure 37: Length of time to replace a lost or damaged computer



Respondents in lower-income households would require more time to replace a lost or broken computer compared with those in higher-income households. Specifically, 11 percent of those in households earning less than $50,000 annually would not be able to replace a lost or broken computer in the foreseeable future, and nearly one-half would need a month or longer to replace it.

3.3.5 Respondent opinions about additional broadband service

Respondents were asked their opinions about the role of local government in providing or promoting broadband communications services within the City of Banning. Figure 38 illustrates the mean ratings, while Figure 39 provides detailed responses to each portion of the question.

Overall, there is some support for expanding provider options in the area. More than one-half of respondents strongly agreed (25 percent) or agreed (28 percent) that the City should work to bring in a new private broadband provider to compete with existing providers. Additionally, more than one-half of respondents strongly agreed (30 percent) or agreed (22 percent) the City should establish a City-run broadband service to compete with existing providers. Six in 10 respondents either strongly agreed (29 percent) or agreed (30 percent) that the City should take action with respect to broadband infrastructure.

Figure 38: Opinions about the role(s) for local government (mean ratings)

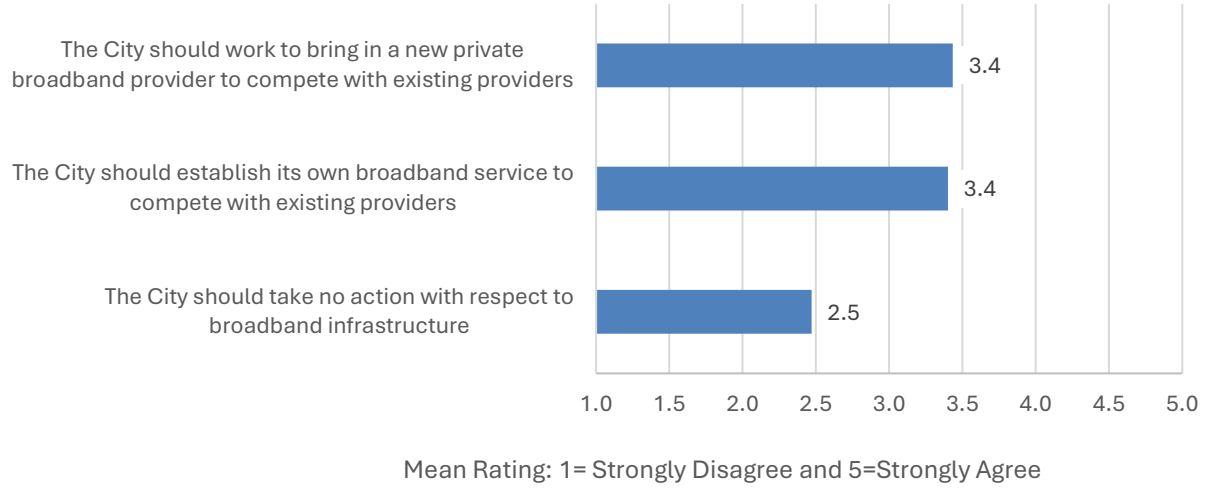
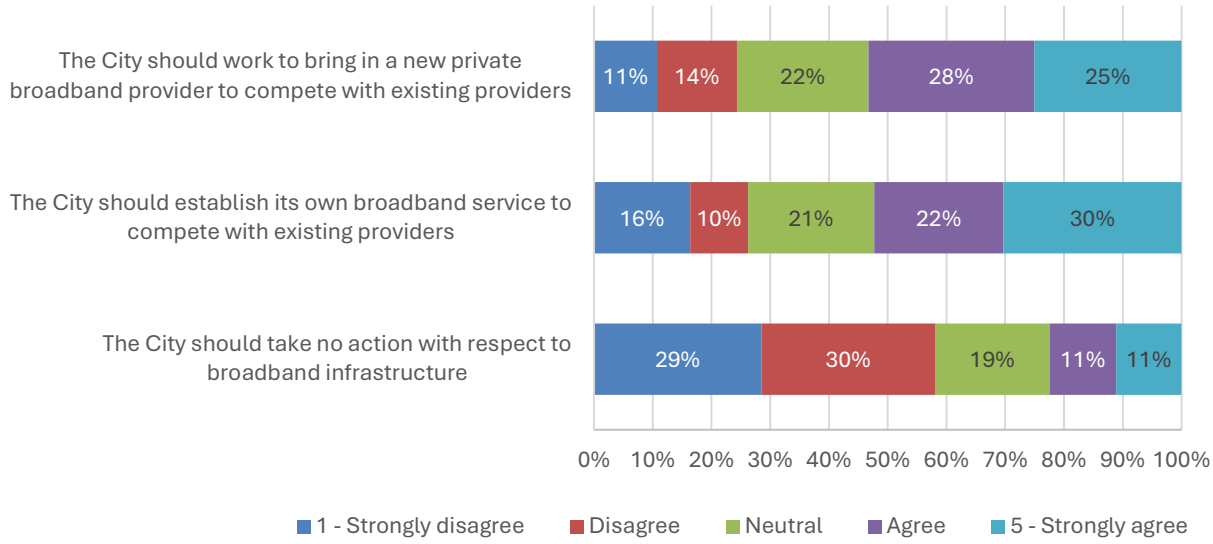


Figure 39: Opinions about the role(s) for local government



In general, support for these efforts is somewhat high across various demographic groups. However, middle-age respondents and those in lower-income households had a somewhat higher level of agreement, compared with their counterparts, that the City should establish its own broadband service (see Figure 40 and Figure 41).

Figure 40: Agreement that the City should establish its own broadband service by respondent age

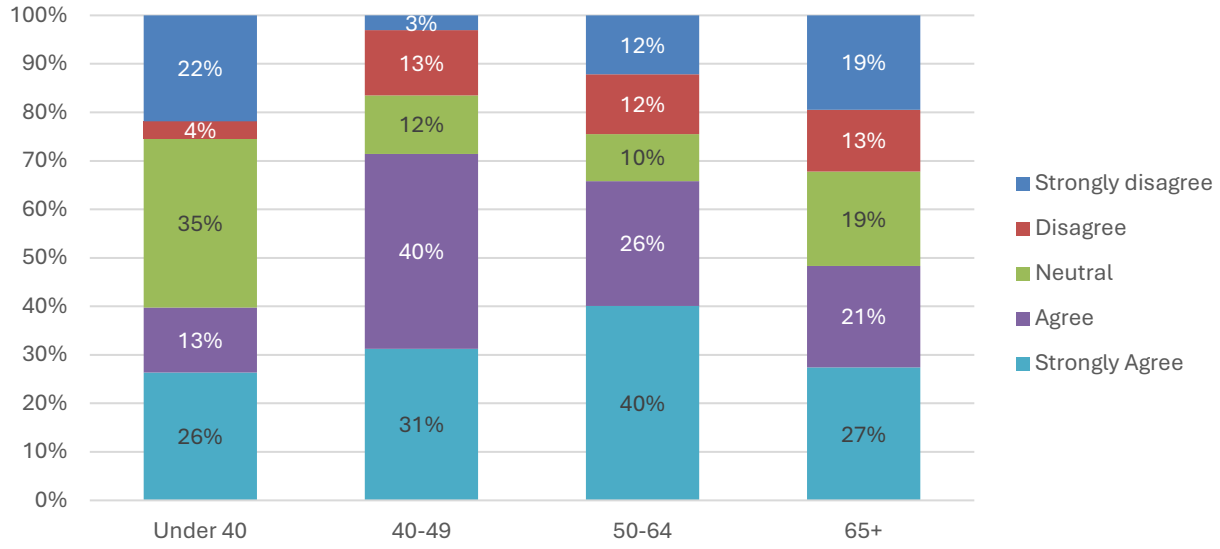
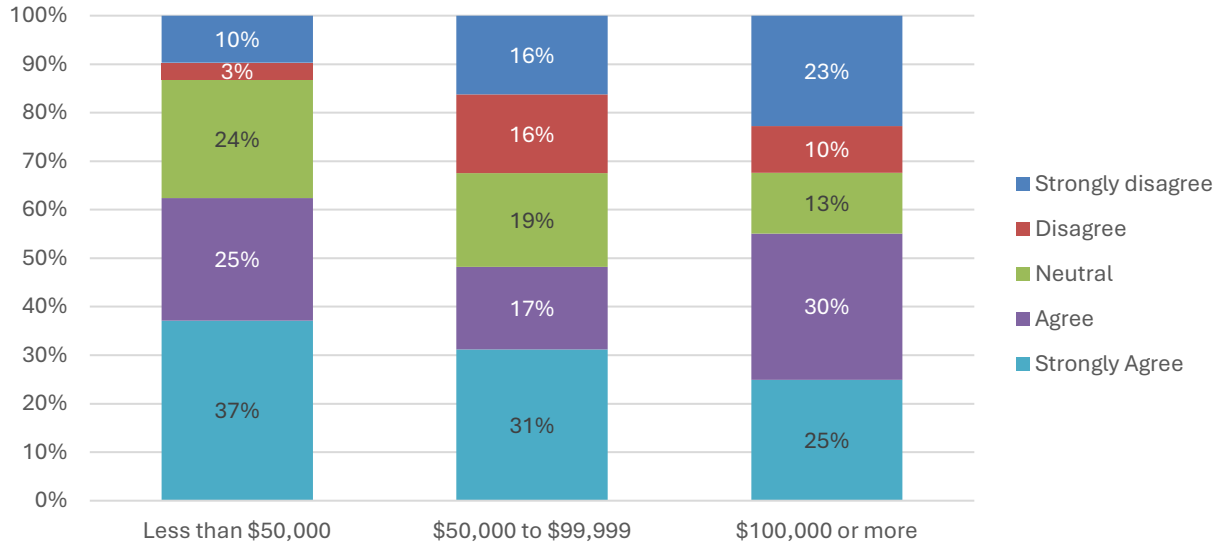


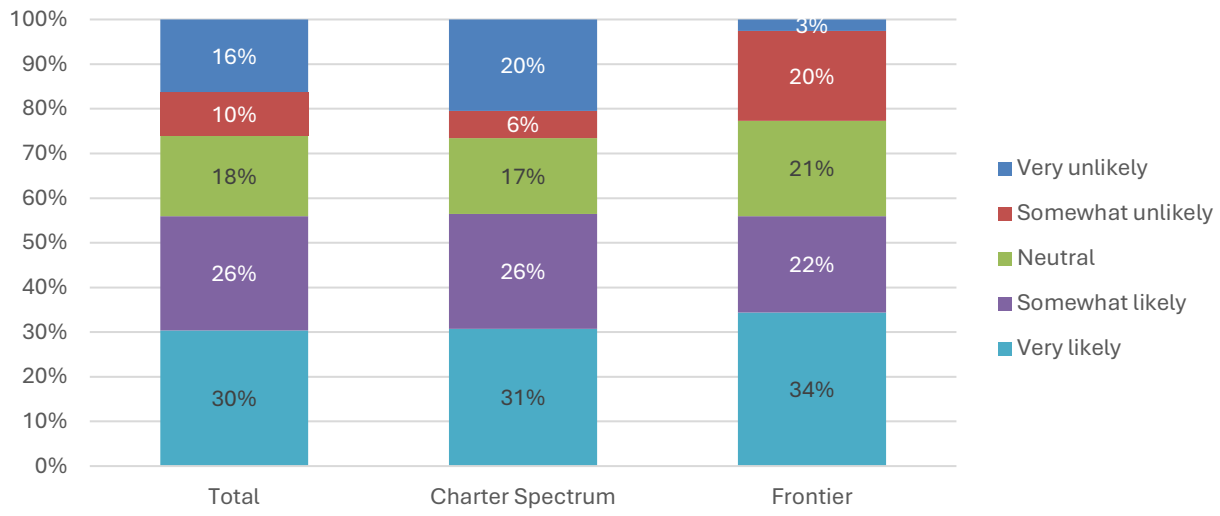
Figure 41: Agreement that the City should establish its own broadband service by household income



3.3.5.1 Willingness to purchase and cost of new internet service

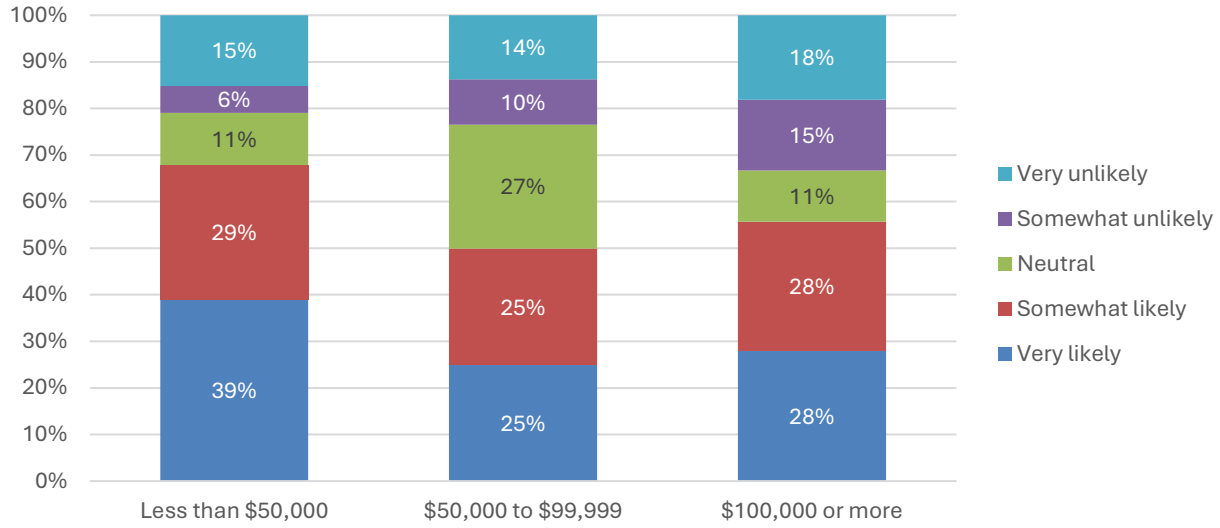
Respondents were asked to evaluate their likelihood of considering a new internet service, if the City provided multiple options of internet service providers with different levels of service in terms of speed. More than one-half of respondents would be very likely (30 percent) or somewhat likely (26 percent) to consider a new provider, as illustrated in Figure 42. One-fifth of Charter customers said they would be very unlikely to consider a new provider.

Figure 42: Would consider a new internet service by current internet service provider



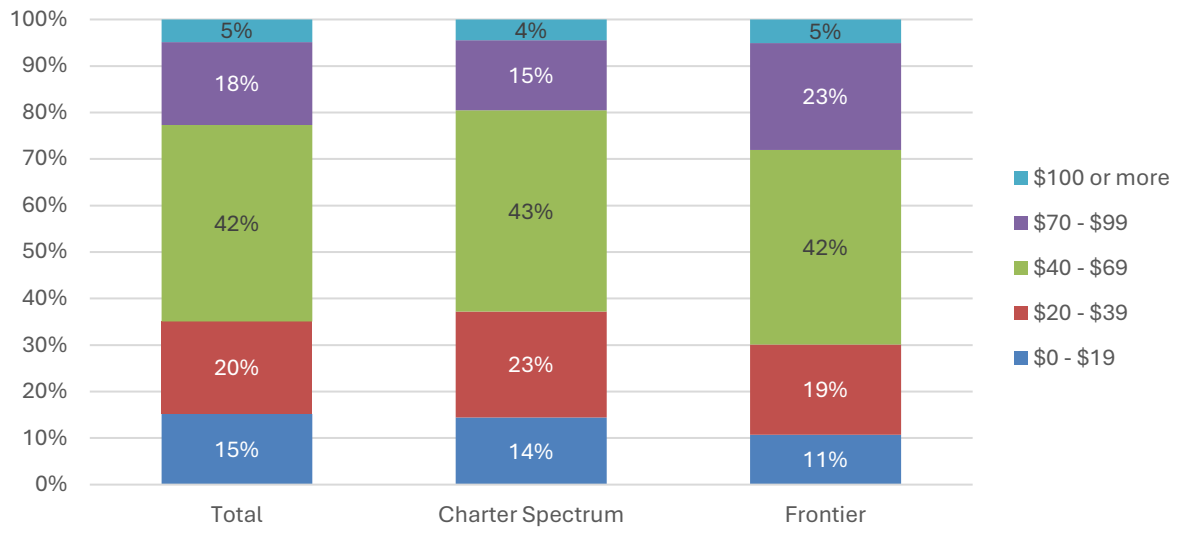
Those earning under $50,000 per year would be somewhat more likely than those in higher-earning households to consider a new internet service. Specifically, 39 percent of those in lower-income households (annual income of less than $50,000) said they would be very likely to consider a new internet service.

Figure 43: Would consider a new internet service by household income



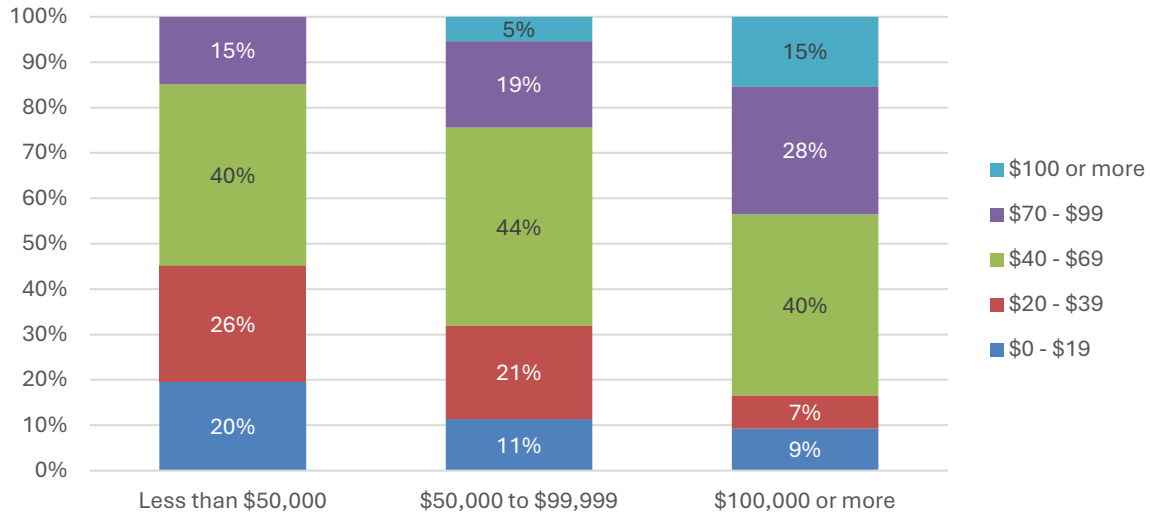
Respondents were also asked how much they would be willing to pay on a monthly basis for faster, more reliable internet service under this model. More than four in 10 respondents would be willing to pay $40 to $69 per month, and 20 percent would pay $20 to $39 per month (see Figure 44). Less than one-fourth of respondents would pay $70 or more per month for new internet service.

Figure 44: Amount willing to pay for new internet service by internet service provider



Nearly one-half of respondents with an annual household income of less than $50,000 would be willing to pay up to $40 a month for new internet service, and four in 10 would be willing to pay $40 to $69 per month (see Figure 45). This indicates strong support for improved service, even in low-income households.

Figure 45: Amount willing to pay for new internet service by household income



3.3.5.2 Willingness to pay temporary per-household fee

Respondents were asked their level of support or opposition for paying a temporary annual fee at various price levels to establish a new best-in-class private or public broadband service. The mean support rating across this array of questions is illustrated in Figure 46, while detailed responses are illustrated in Figure 47.

Overall, respondents are opposed to paying a temporary fee to help cover construction costs at various price points. The mean rating falls from a high of 2.1 at $200 per year for five years to 1.4 at $800 per year for five years. From another perspective, 47 percent of respondents are strongly opposed to paying a temporary annual fee of $200 per year, increasing to 73 percent strongly opposed at a price point of $800 per year.

Figure 46: Willingness to pay temporary annual fee for five years (mean ratings)

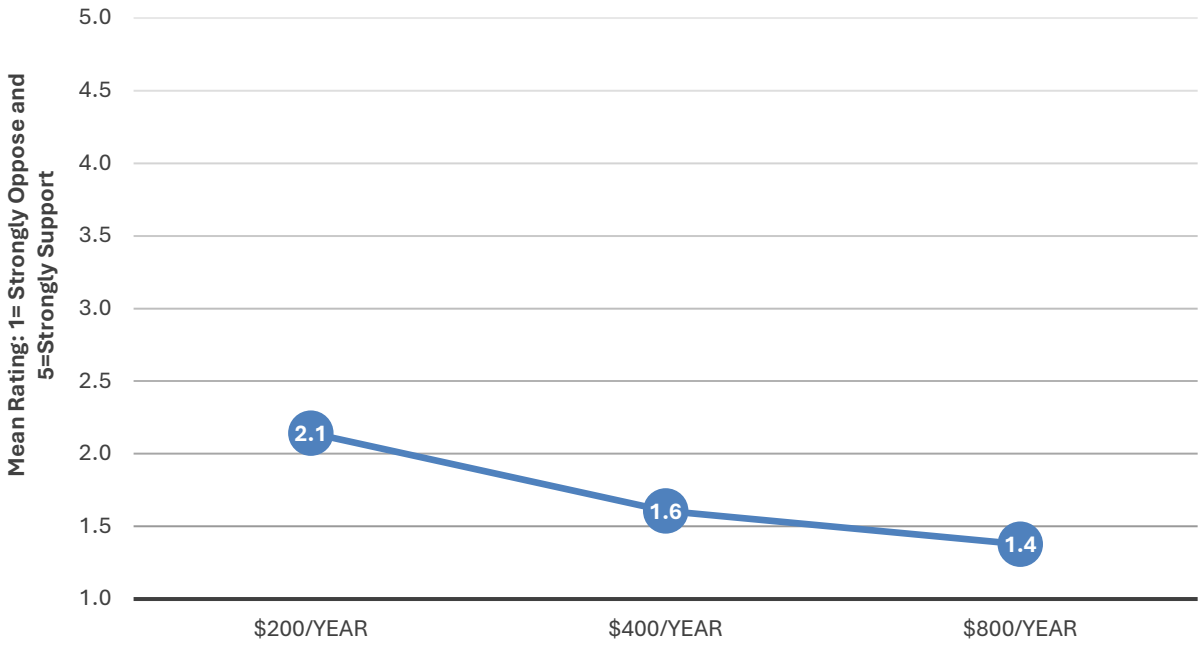
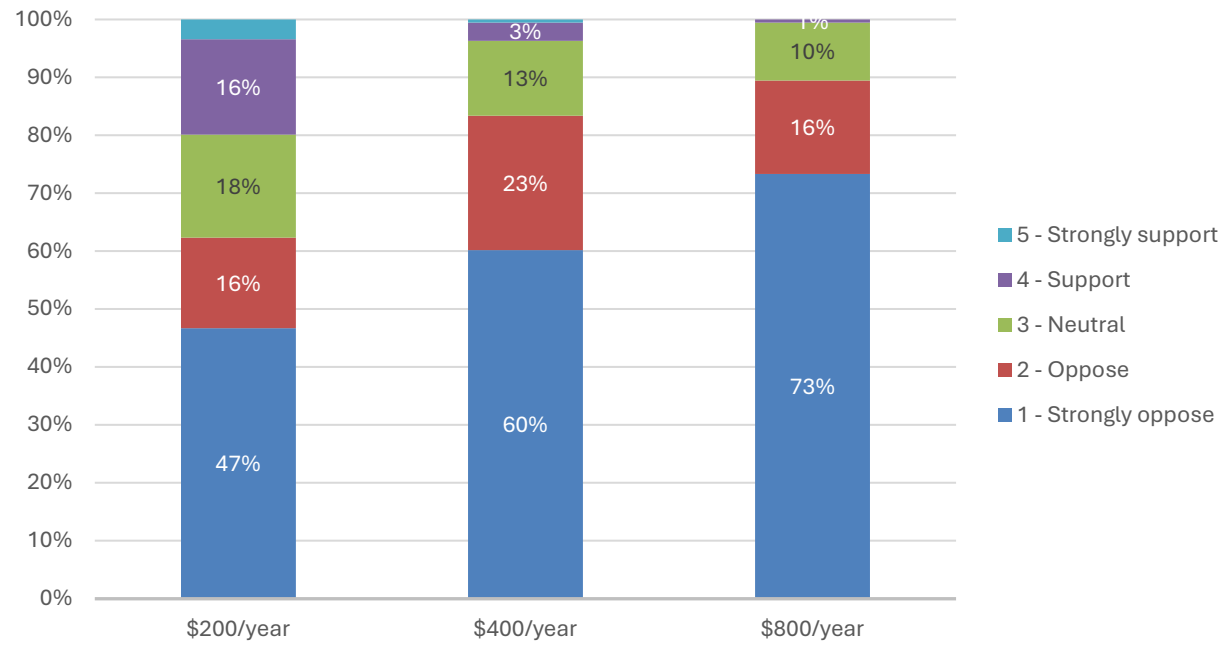


Figure 47: Willingness to pay temporary annual fee for five years



Willingness to pay a temporary annual fee is very low across all income cohorts, as illustrated in Figure 48.

Figure 48: Willingness to pay temporary annual fee for five years by household income

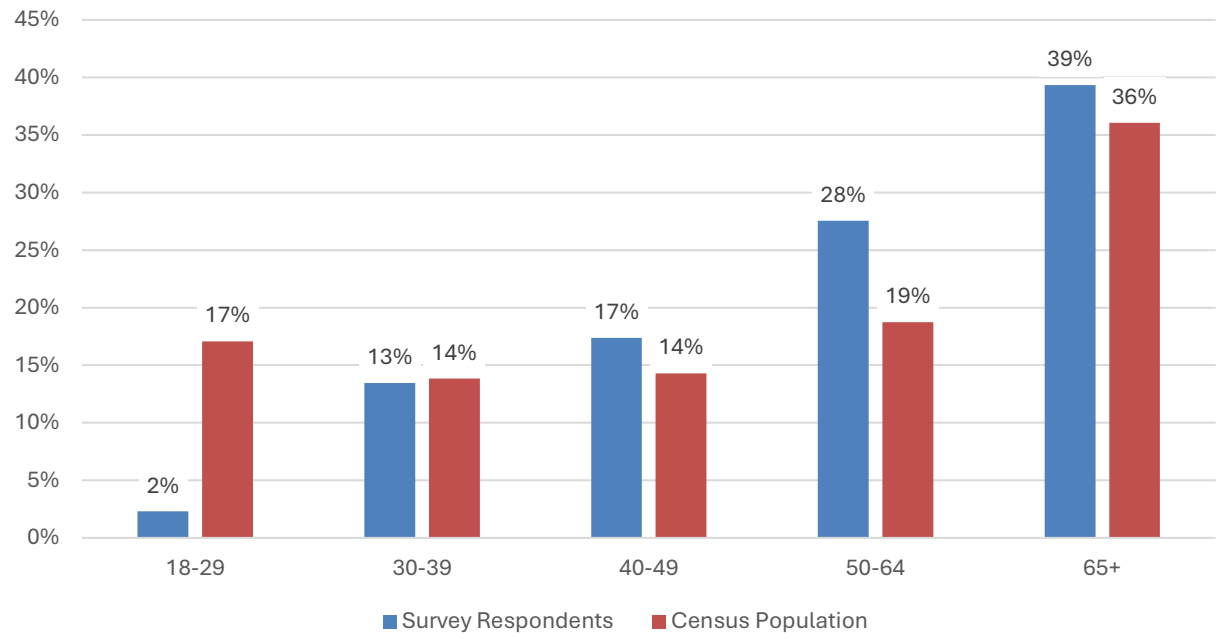


3.3.6 Respondent information

Basic demographic information was gathered from survey respondents and is summarized in this section. Several comparisons of respondent demographic information and other survey questions were provided previously in this report.

As indicated previously in Figure 26 regarding age-weighting, disproportionate shares of survey respondents were in the middle-aged cohorts relative to the City's adult population as a whole. Only two percent of survey respondents are ages 18 to 29, compared with 17 percent of the adult population, while 28 percent of survey respondents are ages 50 to 64, compared with 19 percent of the population (see Figure 49). The weighted survey results presented in this report are adjusted to account for these differences and to provide results that are more representative of the City's population, as discussed previously.

Figure 49: Age of respondents and City of Banning adult population[28]



[28] Percentage totals are rounded to whole numbers.

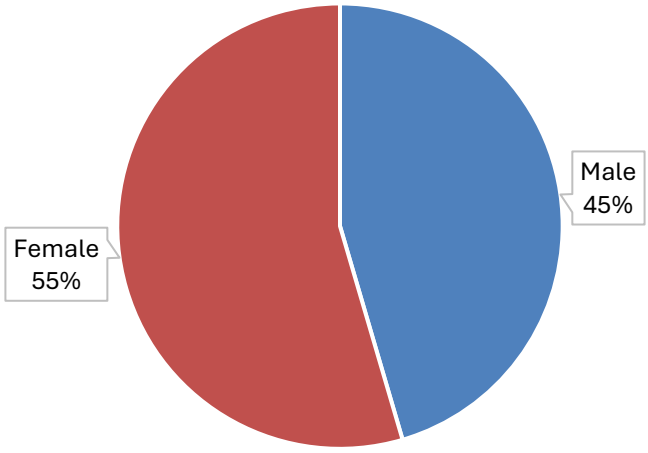
Table 13 highlights the demographic characteristics of survey respondents, broken out by respondent age. Respondents less than age 50 are more likely than older respondents to have children in the household. Younger respondents were also more likely than older respondents to classify a household member as a person of racial or ethnic minority, whereas those ages 50 and are older were more likely to say their household members are white, non-Hispanic. Respondents ages 65 and older are more likely than other respondents to live alone (29 percent) and to have a veteran in the household (30 percent).

Table 13: Demographic profile of respondents by age

		<40	40-49	50-64	65+	Total
Gender	Male	34%	52%	43%	54%	45%
	Female	66%	48%	57%	46%	55%
	Nonbinary	0%	0%	0%	0%	0%
	Weighted count	*94*	*44*	*54*	*111*	*306*
Household size (adults + children)	One HH member	12%	11%	18%	29%	20%
	Two HH members	7%	20%	30%	60%	32%
	Three HH members	27%	15%	26%	7%	18%
	Four + HH members	54%	55%	27%	5%	31%
	Weighted count	*94*	*44*	*56*	*111*	*308*
Children in household	No Children in HH	28%	38%	73%	99%	64%
	Children in HH	72%	62%	27%	1%	36%
	Weighted count	*94*	*44*	*56*	*111*	*308*
Household income	Less than $50,000	47%	19%	55%	52%	46%
	$50,000 to $99,999	28%	48%	25%	33%	32%
	$100,000 to $150,000	25%	33%	20%	15%	22%
	Weighted count	*84*	*40*	*51*	*99*	*277*
Race/ethnicity	White, non-Hispanic	16%	25%	30%	65%	38%
	Racial/ethnic minority	84%	75%	70%	35%	62%
	Weighted count	*88*	*40*	*50*	*104*	*282*
Other demographics	Veteran	8%	8%	5%	30%	16%
	Individual with a disability	13%	18%	37%	28%	23%
	Primarily a non-English speaker or have a language barrier	0%	7%	16%	4%	5%
	Formerly incarcerated individual	0%	2%	1%	1%	1%
	Actively enrolled in K-12 school	60%	56%	23%	2%	31%
	A student in college or other higher education	19%	24%	6%	4%	12%
	Weighted count	*94*	*44*	*56*	*111*	*309*

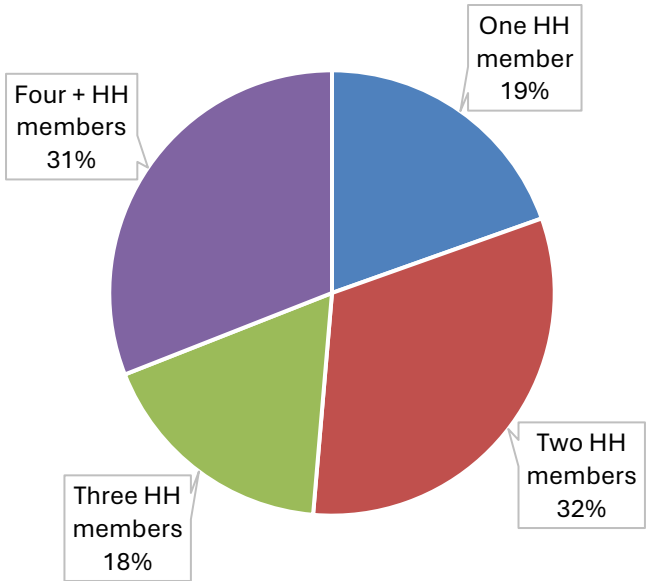
More than one-half (55 percent) of respondents are female, and 45 percent are male.

Figure 50: Gender identity



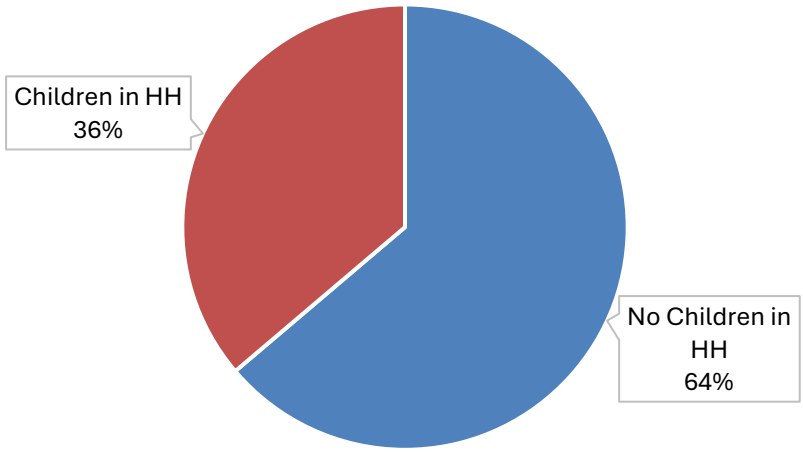
Respondents were asked to indicate the number of individuals in their household in each age category. Thirty-two percent of households have two members, 18 percent have three household members, and 31 percent have four or more members. Just 19 percent of respondents live alone (see Figure 51).

Figure 51: Total household size



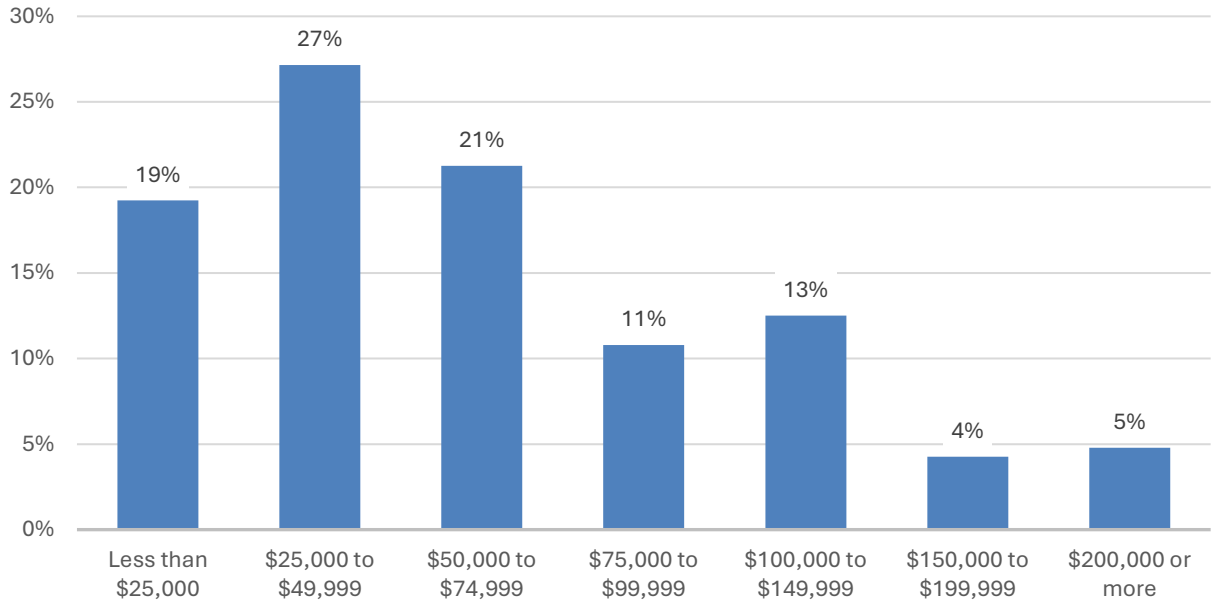
More than three in 10 households have a child under age 18, as illustrated in Figure 52.

Figure 52: Children in household



Survey data were weighted to correspond to the income distribution in the population. As shown in Figure 53, weighted survey data includes 19 percent of households earning under $25,000 per year (versus nine percent in the unweighted survey data). In total, 46 percent of the weighted sample has a household income of less than $50,000, 32 percent earn $50,000 to $99,999 per year, and 22 percent earn $100,000 or more per year.

Figure 53: Annual household income



Respondents were asked to select what races and ethnicities are represented in their households, as illustrated in Figure 54. Responses to the race and ethnicity question were grouped to correspond as closely as possible to U.S. Census categories. These categories were used in weighting the survey

data by race and ethnicity. More than one-half (52 percent) of the weighted count of respondents said they have white household members, and 44 percent said they have Hispanic or Latino household members. Overall, 38 percent of the weighted sample of households are white, non-Hispanic only, and 62 percent have a racial or ethnic minority household member (see Figure 55).

Figure 54: Race/ethnicity

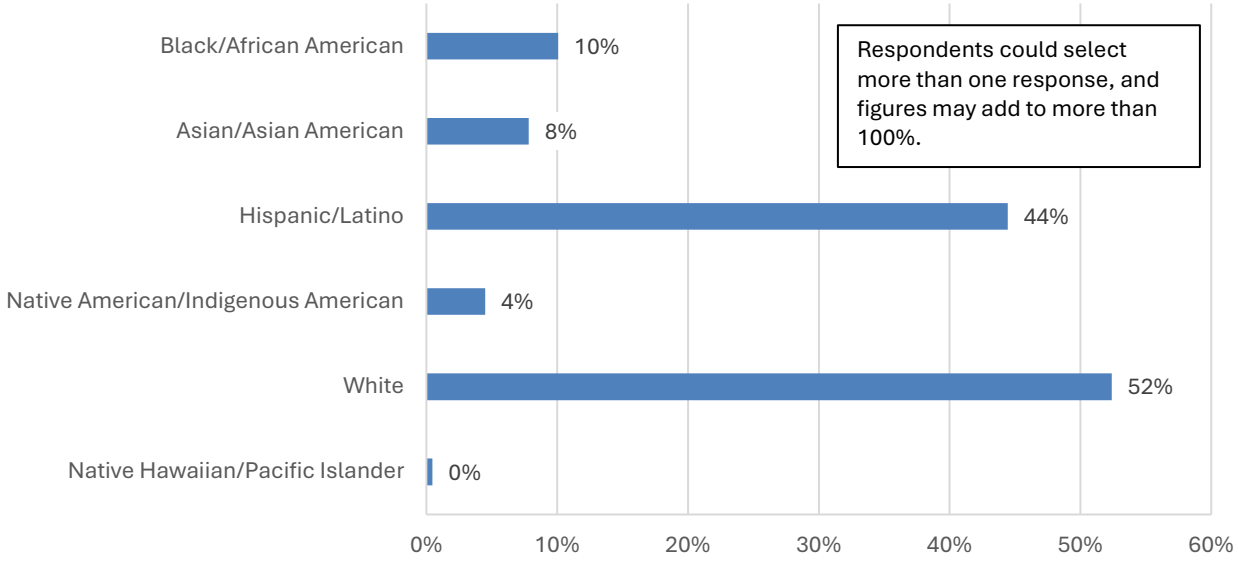
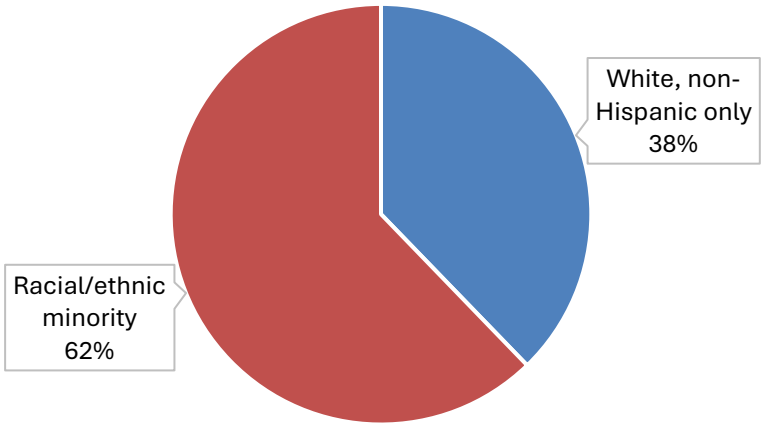


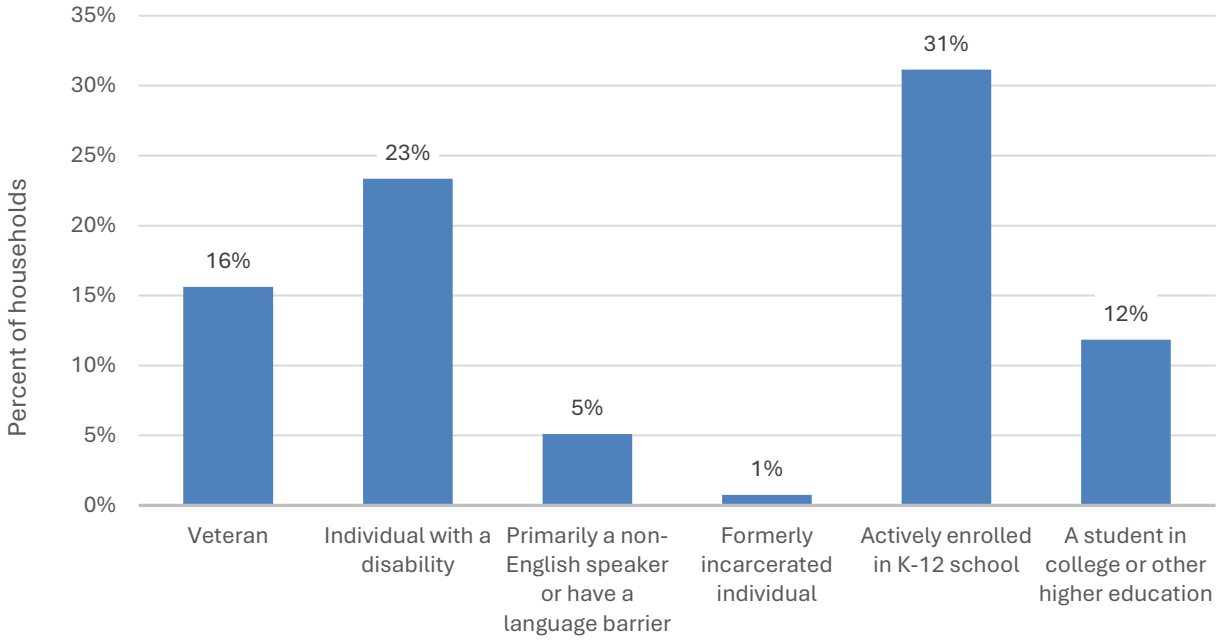
Figure 55: Race/ethnicity in household



Respondents were asked if there was a household member in various other demographic groups, as shown in Figure 56. Sixteen percent of households have a veteran, and 23 percent have a member with a disability. Three in 10 households have a member actively enrolled in K-12 school, and 12 percent have a student in college or other higher education. Respondents are less likely to have a

primarily non-English speaker (five percent) or a formerly incarcerated individual (less than one percent) in the household.

Figure 56: Other demographic groups



4 An online survey shows that local businesses have limited satisfaction with their commercial broadband services

The City circulated an online survey of 15 questions created by CTC to over 100 businesses in the City to learn about their existing internet services and ongoing broadband needs. The City received nine total responses from businesses in construction and manufacturing, technology, and health care; the nonprofit sector; and one coffee shop. The size of these businesses spanned from one to four people, to over 200 employees. The survey instrument is included in Appendix B.

Due to the number of responses, the data in this section are purely qualitative and cannot be construed as representative of all businesses in the City.

In total, three respondents have Frontier as a provider, four have Charter as a provider, and two respondents did not know the provider used by their business. Below are details of respondents' services based on their provider:

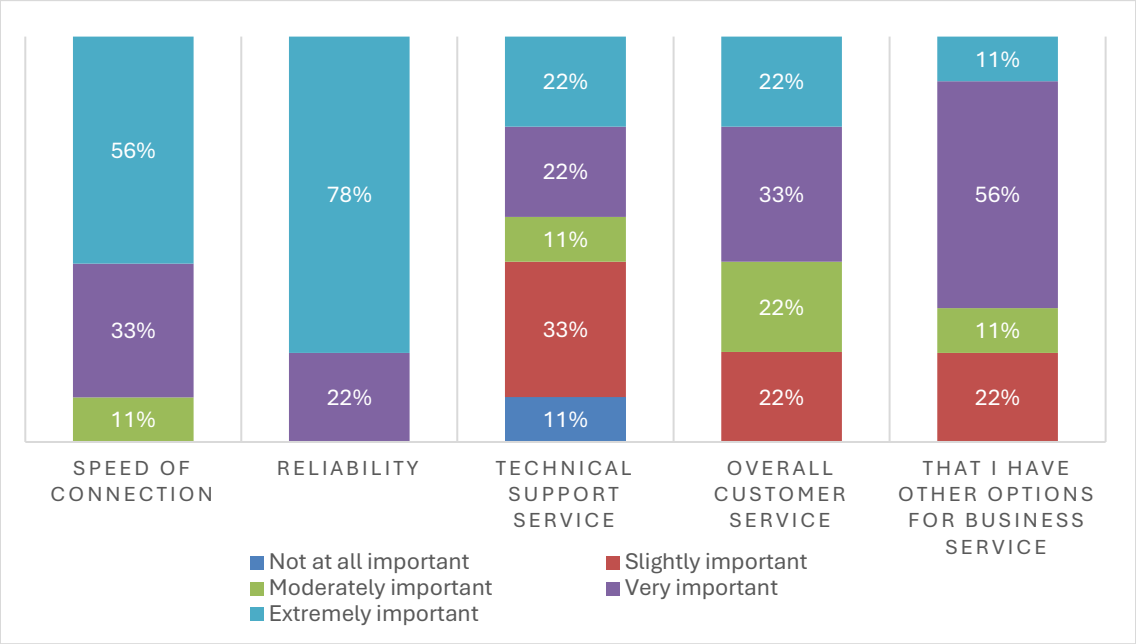
- **Frontier:** Businesses using Frontier pay over $100 a month for their internet service, with one business paying over $250 per month. All respondents rely heavily on their broadband services to serve clients or customers. Two of the three businesses receive 500/500 Mbps service, and one receives up to 100/20 Mbps. When asked their preferred internet speed, all stated that they would like to have at least 1/1 Gigabit service to allow their business to run more smoothly online. Two of three respondents stated that better broadband accessibility would improve their businesses by ensuring that fewer video calls are dropped, and that less time is put toward simply connecting to the internet.
- **Charter:** Three of four Charter subscribers were able to determine the cost of their monthly internet subscriptions: one business pays over $100 for 100/20 Mbps service, and two pay under $100—one for 500/100 Mbps service and the other for 500/500 Mbps service. Similarly to Frontier customers, all respondents using Charter stated they would prefer at least 1/1 Gigabit service for their businesses. These respondents represent businesses in technology, health care, and marketing, all of which rely heavily on the internet to perform their work and services.

The two business respondents that are unsure of the provider their business uses each stated that access to the internet is very important for their businesses, and that their preferred internet speed would be 1 Gigabit symmetrical service if they had access to it.

When asked to rank the business applications that are most important to their businesses, email and other communications were the most important, followed by data uploads to servers, cloud software needs, video conferencing, and then e-commerce.

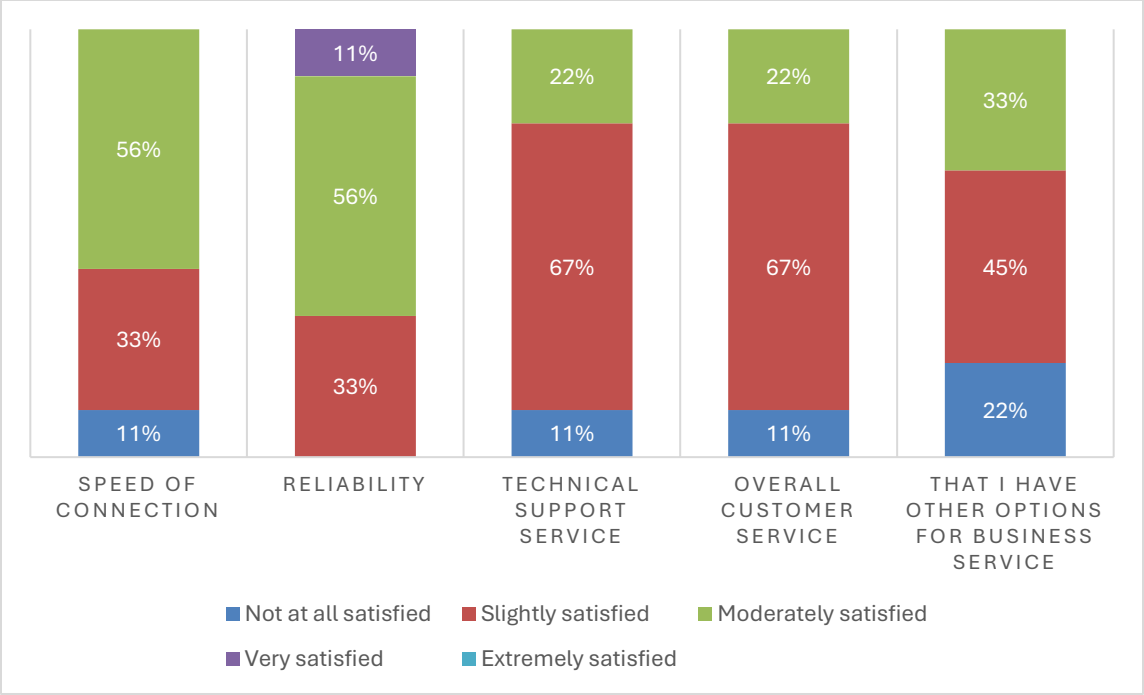
When asked about the importance of certain aspects of internet service for each respondent's business, 100 percent of respondents stated that internet reliability was extremely or very important to their business operations, and 89 percent of respondents said that speed of connection was extremely or very important. See Figure 57 for more details.

Figure 57: Importance of aspects of respondent's business internet service



When asked about their level of satisfaction with different aspects of their business services, 44 percent of respondents stated they were either not at all satisfied or only slightly satisfied with speed, and 56 percent stated they were only moderately satisfied. Further, 67 percent stated they were either not at all satisfied or only slightly satisfied with the level of reliability of their internet service. See Figure 58 for more details.

Figure 58: Satisfaction with internet by aspects of respondent's business service



5 Banning stakeholders suggest that broadband subscriptions can be costly, and many residents experience drops in service

As part of this study, the City of Banning and CTC conducted stakeholder outreach meetings to businesses, leaders in government institutions, representatives of educational institutions, and the Morongo Band of Mission Indians (MBMI). The purpose of the meetings was to supplement survey and speed test data with qualitative input into the City's needs for broadband, current service quality, and gaps in service, and to gauge interest in a potential citywide network. The following is a summary of the feedback gathered during the stakeholder sessions.

5.1 Government stakeholders

The invitees to the government meeting included the Mayor, one council member, City officials, members of the Planning Commission, and representatives of the County Board of Supervisors and the Correctional Facility. There were two attendees at the session: the Director of Public Works and a city council member. The city council member is also a member the Southern California Association of Governments (SCAG). SCAG is involved in broadband planning throughout Southern California, although the council member mentioned that its efforts are primarily focused on Los Angeles County.

The City currently uses Frontier fiber as a backbone for its operations. Reliability in terms of speed and uptime are priorities, particularly for emergency communications and the Supervisory Control and Data Acquisition (SCADA) system. Other essential operations are the police department and the water yard. The Director of Public Works expressed that there was room for improvement in terms of the City's internal needs (for City facilities, individual department needs, and the SCADA system). From a community perspective, both stakeholders expressed a desire for a public Wi-Fi network for downtown Banning, public parks, and other public areas.

In terms of residential broadband coverage, the City council member expressed a need for better broadband and affordability programs in eastern Banning and potentially parts of southern Banning and recounted anecdotal evidence of drops in service and unaffordability. She stated that most residents in these areas subscribe to Charter, where Frontier service is not available. This data point is supported by the survey results in Section 3.3 of this study, which found that 60 percent of residents have service through Charter. Other potential areas of need are in the retirement homes and mobile home parks in the City.

Both government stakeholders expressed an interest in a City-owned fiber network, especially if the network could offer a lower or similar cost to that currently paid by residents for a higher quality of service. They expressed that a City-owned fiber network could support City facilities, the SCADA network for utilities and public works, and residents.

In terms of future partnerships, the government stakeholders identified Riverside County, the San Diego Association of Governments, and the Morongo Band of Mission Indians as potential partners to bring broadband to Banning and nearby communities.

5.2 Education and library stakeholders

CTC facilitated a meeting with three education and library stakeholders in the City of Banning—the Innovation and Technology Officer at Banning Unified School District, the District Director of the

Banning Library District, and the Library Manager of the Banning Library District. City officials were also in attendance.

The Banning Unified School District accesses its broadband services through the Riverside County Office of Education (RCOE), which is a location for connecting all Riverside County school districts and their schools to internet providers in respective areas. In this colocation model, the RCOE releases a request for ISPs to bid on the opportunity to provide services to local school districts, and then decides on the appropriate partnership. The associated costs are then federally funded through the E-Rate program.

Currently, the Banning Unified School District, through the RCOE, is under a five-year contract with Charter/Spectrum and receives 10 gigabit symmetrical service for all schools, with the ability to increase its speeds to 20 gigabit symmetrical service as needed. Presently, the district's speeds and level of redundancy are sufficient for all schools, but RCOE monitors the district's broadband usage monthly to determine if more bandwidth is needed.

The biggest challenge that the district faces with respect to its broadband services is related to the City of Banning's frequent power outages. Interruption in district-wide service has been caused by a number of power outages within the last year. The district understands that the City operates its own public utilities.

When asked about the school district's interest in the possibility of a City-operated fiber network, the district believed it would not be impacted due to the structure of its broadband network being managed by the RCOE. However, the district representative believes that the addition of a new fiber provider offering residential service could have a positive impact on students and their families by offering more competition and potentially lowering costs.

The library representatives briefly attended the session and mentioned that their service was more than sufficient for their current and future needs due to their use of the statewide Corporation for Education Network Initiatives in California (CENIC) network. CENIC leverages a 3,800-mile fiber network and delivers 1 to 10 gigabit symmetrical services to libraries. CENIC files for E-Rate discounts on behalf of the libraries.[29]

5.3 Tribal stakeholders

The City met with the Realty Administrator of the Morongo Band of Mission Indians (MBMI), who is involved in realty, economic development, public works, and business leasing for the Tribe.

The Tribe has a long history of being underserved and only recently gained acceptable service. Previously they had reached out to both Charter and Frontier, and approximately 10 years ago Frontier responded and provided service to 500 of the 675 households in the Tribe. An upgrade had been planned for the remainder of the Tribal land when Frontier declared bankruptcy in 2020.[30]

[29] "CENIC and CALIFA Connecting California Libraries," CENIC, https://cenic.org/files/publications/Combined_Toolkit_Designed_final.pdf.
[30] "Frontier Transfer Proceeding (A.20-05-010/D.21-04-008)," CPUC, https://www.cpuc.ca.gov/industries-and-topics/internet-and-phone/frontier-transfer-proceeding.

As of January 2024, Frontier signed a five-year agreement with the Tribe to provide fiber to all 675 households. The Tribe pays for 100 Mbps symmetrical service for each Tribal member, and individuals can pay for speeds above that up to 5 Gbps. The Tribe's representative mentioned that government buildings are covered by Verizon service. The new Frontier service has not been available for long enough to judge quality, but before the 2024 agreement, Frontier served the Tribe with slower speeds and less coverage, which was not sufficient for Tribe members' needs.

The representative expressed openness and willingness to partner with the City if the City developed its own publicly owned fiber network. As there is no competition for households in the Tribe, the representative expressed a desire for another provider to ensure top-quality service into the future, as well as better pricing and more responsive customer service. She remarked that the Tribe is not interested in creating its own ISP.

The Tribe anticipates that a potential City-owned network could include community buildings, public works services and systems, and businesses (including the casino, leaseholds, and future developments including a new hotel, restaurants, prospective developments in the airport area, and other warehouse or data centers). The representative also identified the Cabezon and Whitewater communities as other potentially underserved communities that may need broadband.

5.4 Business stakeholders

Multiple developers, the Chamber of Commerce, and representatives of larger businesses were invited to the business stakeholder meeting. This outreach was supplemental to the online business survey described in Section 4, which reached business stakeholders beyond those able to attend the meeting.

Attendees included representatives of developers associated with Southridge Park, Mission Heights, Diversified Pacific Development Group, Northpoint Development, and Loma Linda University; and a representative of the Banning Chamber of Commerce.

The Chamber of Commerce representative stated that he believed that most businesses in the City use Charter/Spectrum, but that they are generally dissatisfied with their service due to price compared to perceived value. Affordability and discounts are important to business owners, according to the Chamber representative. He did not provide specific details regarding the customers or types of businesses.

Developers for Mission Heights shared general plans for a 2,500-unit housing development with its own microgrid and expressed that they needed a solution for fiber internet but had not yet developed their plan. Southridge Park developers also stated the need for fiber, but did not provide specifics on how they would procure service. They expressed openness to building their own fiber infrastructure, partnering with an incumbent provider (likely Frontier), or partnering with the City, depending on which was most cost-effective and convenient for construction. Residents in the development would have varying needs, but the developers identified fiber infrastructure as a requirement. They also shared knowledge of more developments that could come to Banning, including warehouses, a movie studio, a data center, and a potential redevelopment of the airport area. All attendees agreed that conduit needed to be placed at the initiation of the new developments to accommodate future connectivity needs.

5.5 Internet service provider stakeholders

The City met with representatives from Frontier and Charter, the two service providers with the most extensive coverage in the City. Frontier provides fiber throughout most of Banning, and Charter provides primarily cable. (See Section 2.3 for details on the ISPs' coverage, technology, and pricing.)

Representatives of Frontier stated that its fiber coverage reaches almost all residences in Banning and residential addresses can subscribe to symmetrical speeds from 200 Mbps to 5 Gbps. Frontier did not have an estimate regarding commercial coverage but did state that it serves many businesses in the City. This aligns with the data in section 2.3, which show that Frontier's fiber offering is available to 85.8 percent of locations in the City. Representatives indicated a commitment and active process of building out fiber to any new developments in Banning.

The representative of Charter did not share specific data due to concerns of proprietary information but stated that their fastest residential speed was 1 Gbps download (not symmetrical).

Spectrum offers Internet Assist as a low-income service offering at $29.99 per month, which offers up to 100 Mbps download speeds. Frontier stated that after the ACP program was terminated, it established a low-cost program offering 200 Mbps symmetrical at $29.99 per month.

Both service providers stated that they do not lease or provide external access to their assets.

6 Constructing a citywide fiber-to-the-premises network would cost an estimated $25.4 million, with an additional estimated cost of $19.1 million to expand to surrounding areas

CTC developed a conceptual, high-level network design and cost model for providing fiber-to-the premises (FTTP) services to the residents and business of the City of Banning. This design aligns with industry best practices and provides high capacity, resilience, and scalability. The network can deliver symmetrical service speeds of up to 10 gigabits per second (10 Gbps) or higher with modest electronics upgrades in the future.

The primary design involves a citywide FTTP distribution network reaching the areas of PD West and Corporate Yard. There are approximately 12,279 passings in the City, including both residential and business locations. In addition to meeting the City's current need, this network was designed to be expanded into the surrounding areas of Atwell, the Airport, Mission Heights, Rancho San Gorgonio, and SC-TMP, if the City should choose to expand. These surrounding areas total an additional 10,091 residential and business locations, which include single-family and business units as well as multi-dwelling unit (MDU) buildings.

As shown in Table 14 below, the total estimated cost to construct a citywide FTTP network in the areas of PD West and Corporate Yard is approximately $25.4 million for the backbone, distribution plant, and other associated fixed costs, or approximately $2,065 per passing (including a 20 percent contingency). Assuming a 40 percent take-rate, distribution network electronics, subscriber drops, and CPE would cost an additional $6.8 million, bringing the total estimated implementation cost for the primary design to $38.5 million.

In general, take-rates of new broadband competitors are dependent on the types of market competition present. Forty percent represents a potentially achievable take-rate for the City.

Table 14: High-level estimated cost summary for the proposed primary design

Cost attribute	Estimated cost (40% take-rate)
Total fixed costs[31]	$25,352,000
Total passings	*12,279*
Total fixed cost per passing	$2,065
Distribution network electronics, subscriber drops, and CPE	$6,750,000
Number of subscribers	*4,912*
Total cost	$32,102,000
Total cost per customer	$6,536
Total cost (with 20% contingency)	$38,522,400

If the City expands this primary network into surrounding areas, the total additional cost for the combined areas of Atwell, the Airport, Mission Heights, Rancho San Gorgonio, and SC-TMP is estimated to be approximately $19.1 million for the backbone, distribution plant, and other associated fixed costs, or $1,893 per passing (including a 20 percent contingency). As shown in the table below, the combined total implementation cost to reach these additional areas at a 40 percent take-rate would be an estimated $27.5 million.

[31] Fixed costs are the costs associated with building the backbone and distribution network, and do not include subscriber drops or distribution network electronics directly related to subscribers. The cost to build this part of the network will not change based on take-rate.

Table 15: High-level estimated cost summary for expansion to surrounding areas

Cost attribute	Estimated cost (Atwell)	Estimated cost (Airport)	Estimated cost (Mission Heights)	Estimated cost (Rancho San Gorgonio)	Estimated cost (SC-TMP)	Total
Total fixed costs	$9,537,850	$493,995	$3,818,000	$4,455,500	$788,370	$19,093,715
Total passings	*4,372*	*9*	*2,215*	*3,427*	*68*	*10,091*
Total fixed costs per passing	$2,182	$54,888	$1,724	$1,300	$11,594	$71,688
Distribution network electronics, subscriber drops, and CPE	$1,920,000	$44,000	$702,100	$1,103,000	$66,500	$3,835,600
Number of subscribers (40% take-rate)	*1,749*	*4*	*886*	*1371*	*27*	*4,037*
Total cost	$11,457,850	$537,995	$4,520,100	$5,558,500	$854,870	$22,929,315
Total cost per customer	$6,552	$149,443	$5,102	$4,055	$31,429	$5,679.79
Total cost (with 20% contingency)	$13,749,420	$645,594	$5,424,120	$6,670,200	$1,025,844	$27,515,178
Total cost per customer	$7,862	$179,332	$6,122	$4,866	$37,715	$6,815.75

The cost of building an FTTP network will depend on multiple factors, including the percentage of the network infrastructure built on aerial poles as opposed to inside underground conduit. Since the City owns and maintains the utility poles within the City of Banning, the models for this estimate assume that the City seeks to maximize the use of existing utility poles where possible and will utilize underground construction in areas where aerial construction is not feasible. Based on data provided by the City, PD West is comprised of approximately 50 percent aerial and 50 percent underground infrastructure and Corporate Yard is comprised of 90 percent aerial and 10 percent underground infrastructure. Based on feedback from the City, the poles will not require make-ready; therefore, the design assumes a small contingency to account for any unexpected make-ready costs.

The information gathered from the City, along with additional necessary information from geological and topographical datasets, were entered into an FTTP cost estimation tool that uses current in-market labor and material costs to generate the estimated capital expenditures (capex) for the FTTP infrastructure design.

6.1 FTTP network architecture

This conceptual design includes two hub sites located in City-owned buildings, avoiding costs of leasing or purchasing property and constructing a building (see Figure 59). Although these locations

were chosen because they are available spaces in existing facilities, other spaces could be chosen for network hub sites in a final design.

These two locations are interconnected by a fiber optic backbone ring consisting of a 288-strand fiber cable that has a geographically redundant path; this redundancy ensures traffic flow with low probability of service interruption in the event of a fiber break or damage. This design and cost estimate assumes new fiber for the entire build.

Figure 59: City of Banning hub site and backbone design

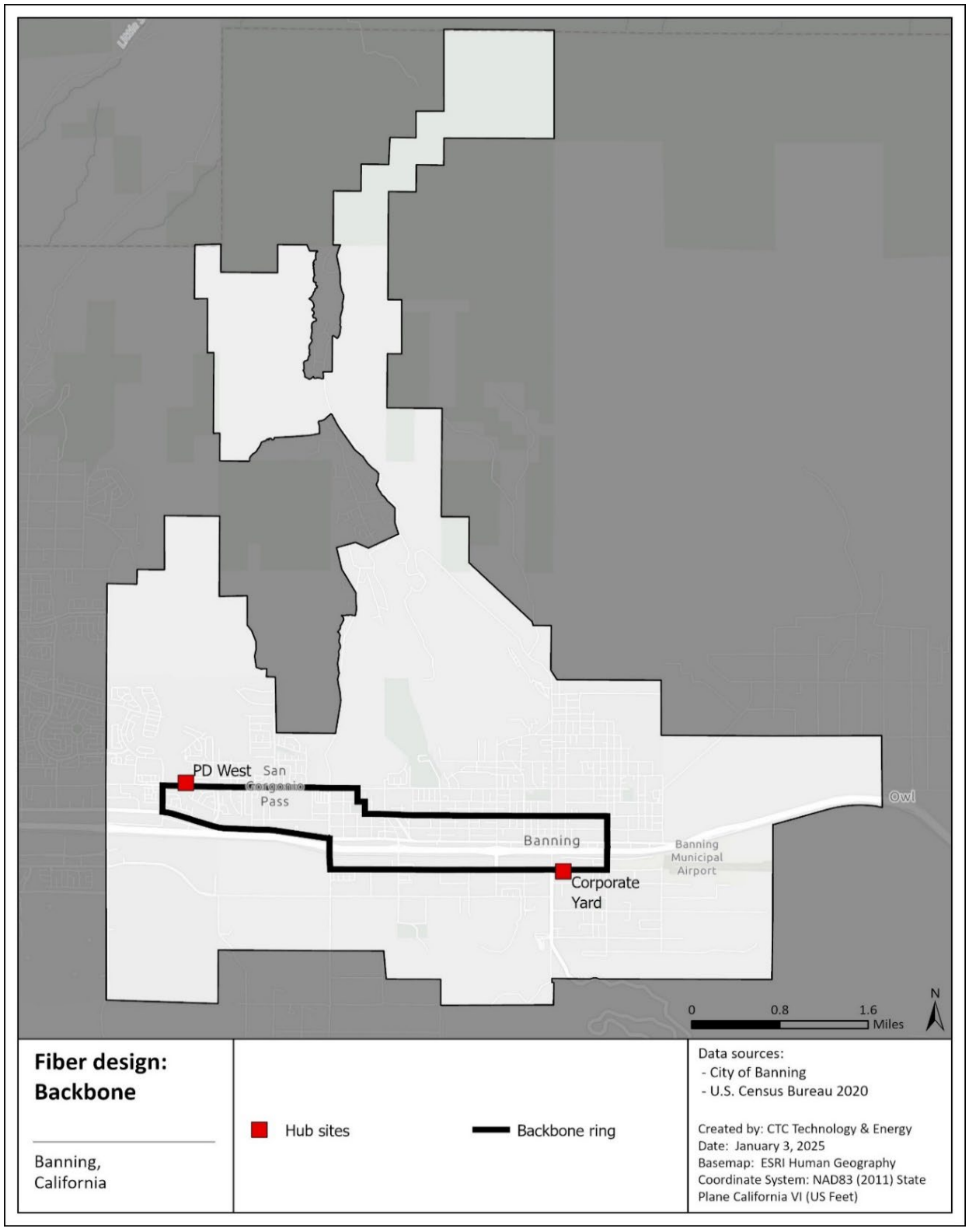
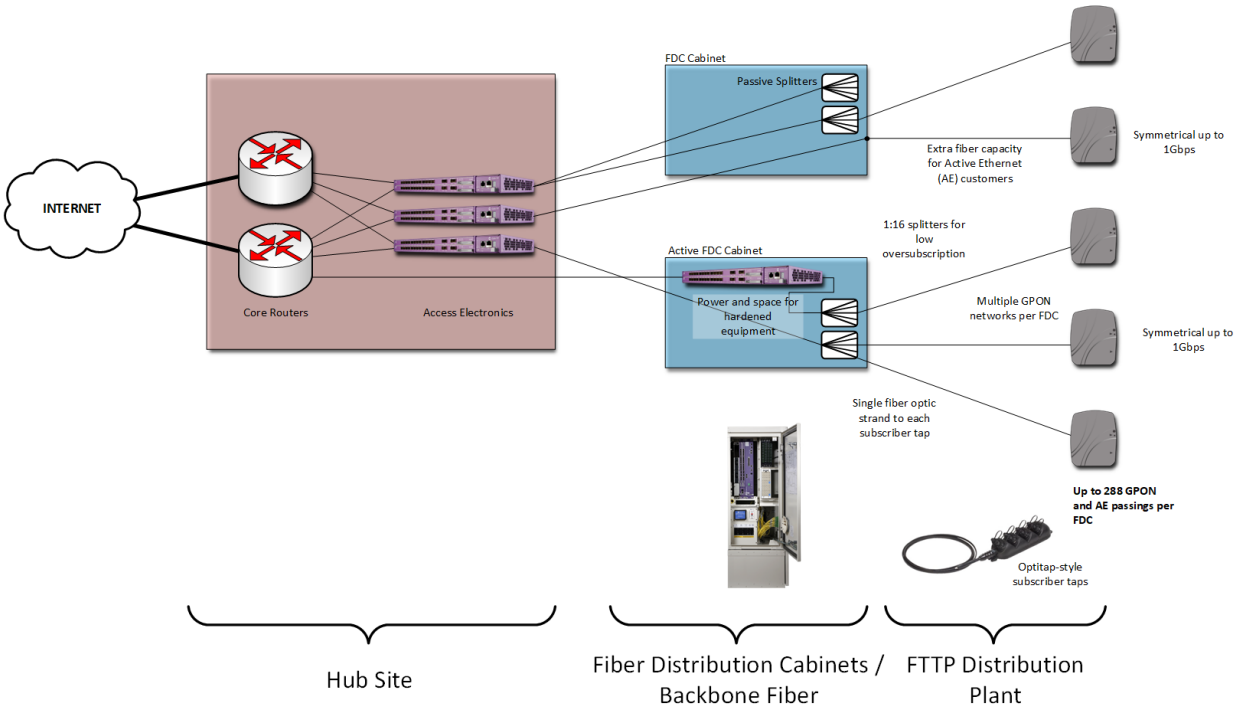


Figure 60 shows a logical representation of the FTTP network architecture recommended based on the conceptual outside plant design.

Figure 60: High-level fiber-to-the-premises architecture



This drawing illustrates the primary functional components in the FTTP network, their relative position to one another, and the flexibility of the architecture to support multiple subscriber models and classes of service.

The recommended architecture is a hierarchical data network that provides critical scalability and flexibility, both in terms of initial network deployment and its ability to accommodate the increased demands of future applications and technologies. The characteristics of this hierarchical FTTP data network are:

- **Capacity** – ability to consistently provide efficient transport for subscriber data at advertised speeds, even at peak times
- **Availability** – high levels of redundancy, reliability, and resiliency; the ability to quickly detect faults and reroute traffic
- **Efficiency** – no traffic bottlenecks; efficient use of resources
- **Scalability** – ability to grow in terms of physical service area and increased data capacity, and to integrate newer technologies without new construction

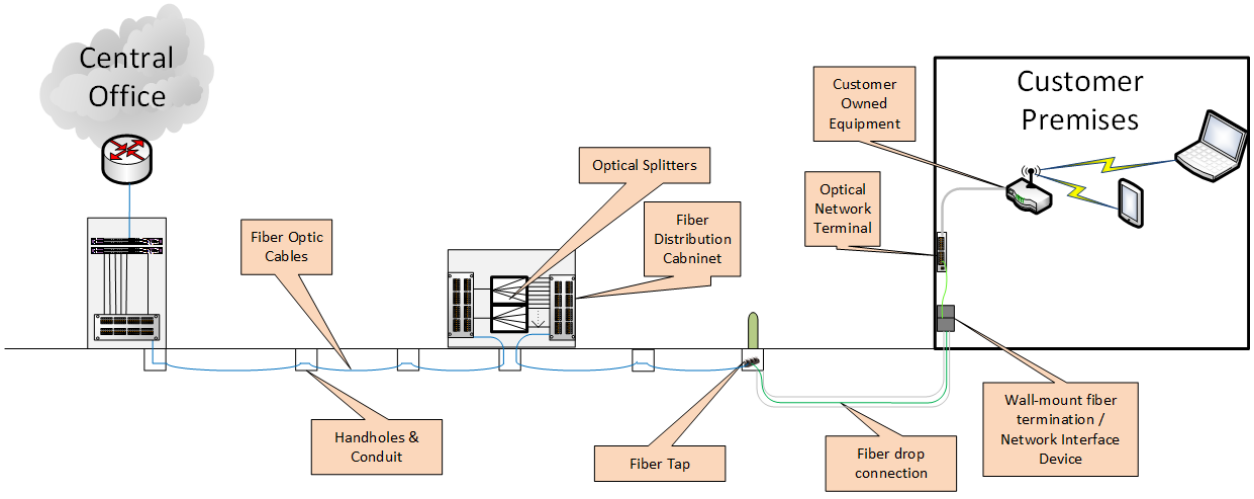
- **Flexibility** – ability to provide different levels and classes of service to different customer environments; can support an open access network or a single-provider network; can provide separation between service providers on the physical layer (separate fibers) or logical layer (separate Virtual Local Area Network (VLAN) or Virtual Private Network (VPN) providing networks within the network)

- **Security** – controlled physical access to all equipment and facilities, plus network access control to devices

This architecture offers scalability to meet long-term needs. This design would support the current industry standard 10 Gigabit Symmetrical Passive Optical Network (XGS-PON) and Next-Generation Passive Optical Network 2 (NG-PON2) standards. It could also provide the option of direct Active Ethernet (AE) services on a limited basis, such as for business customers, using spare fiber capacity built into the design.

XGS-PON uses passive optical splitting, which is performed inside fiber distribution cabinets (FDC), to connect fiber from the Optical Line Terminals (OLT) to the customer premises where it connects to an Optical Node Terminal (ONT) on the outside or inside of the premise. With XGS-PON service (Figure 61), the Fiber Distribution Cabinets house multiple optical splitters, each of which splits the fiber link to the OLT up to 64 customers. The XGS-PON OLT uses single-fiber (bi-directional) modules called SFPs (Small Form Factor Pluggable) which consists of a laser transmitter and a receiver to support multiple (less than 64) subscribers, so each customer receives a fiber connection all the way to the premises.

Figure 61: XGS-GPON fiber network with a buried service drop



The design assumes placement of manufacturer-terminated fiber tap enclosures within the public right-of-way or easements, providing watertight fiber connectors for customer service drop cables, and eliminating the need for service installers to perform splices in the field. This is an industry-standard approach to reduce both customer activation times and the potential for damage to distribution cables and splices.

6.2 Assumptions and criteria

The FTTP network design was developed with the following criteria and required characteristics of the hierarchical FTTP network:

- Underground conduit and fiber will be installed in the public right-of-way or in an easement on the side of the road.
- The aerial fiber design will make use of existing poles where possible.
- Primary and secondary distribution cables will be 288-count cables; extended lateral fiber sizes will range from 48- to 144-count cables; and short lateral and drop fiber will contain 12 strands.
- The network will target up to 288 passings per secondary distribution point, each served from an FDC containing optical splitters.
- The distribution plant will terminate at multi-port subscriber tap terminals (i.e., “taps”) in either underground handholes or aerially on messenger strand, each serving no more than 12 homes.
- Access conduit will be placed in drop access handholes placed at the edge of the parcel for each serviceable passing (one handhole per one or two passings) where underground plant is used.
- The underground vault spacing along distribution routes will be no more than 750 feet.
- Where possible, the distribution plant network routes will avoid crossing major roadways, railways, and waterways.
- In the aerial design, the cables would be attached to the City-owned utility poles.
- In the aerial design, the City-owned poles would require no make ready.

Figure 62 below shows the location of the FDCs in relation to the hub site locations as well as the backbone and primary network routes.

Figure 62: Backbone and primary FDC network design overview and sample of FTTP detail

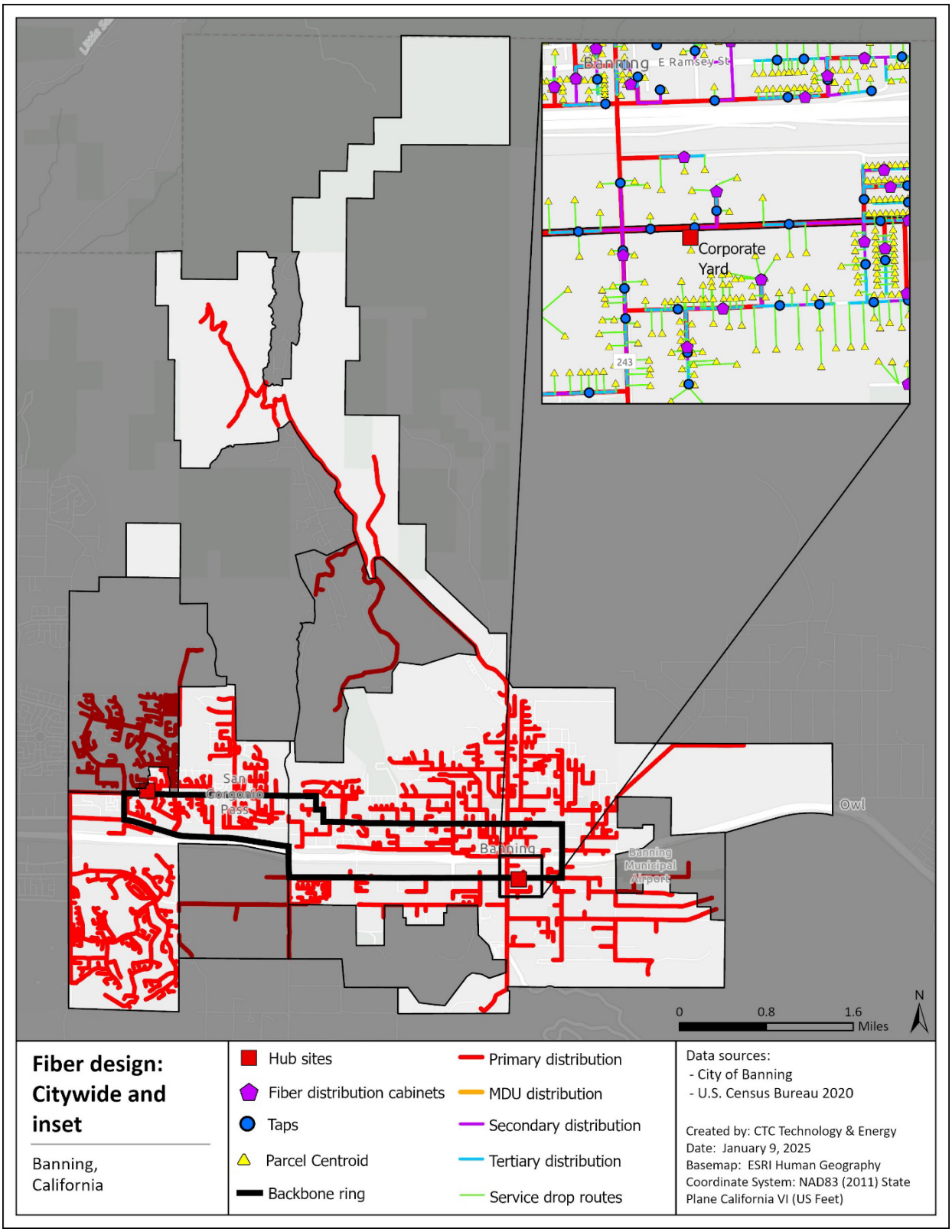


Figure 63 shows a logical representation of an FTTP network that deploys both aerial and underground outside plant design. As shown previously, the hub and backbone network will feed the primary distribution network. This will be achieved through both underground distribution vaults and aerial attachments throughout the network. The primary distribution network is responsible for the communication of all the FDCs back to the hub sites. These cabinets house the fiber patching and splitting to each resident. The secondary distribution network extends the fiber connection from the FDC to the service location using multi-port subscriber tap terminals (MST), which allows for the network to terminate to each user quickly and efficiently. Each tap will then connect to a pre-connectorized drop cable that feeds services to the end user.

Figure 63: Conceptual design for the fiber-to-the-premises network

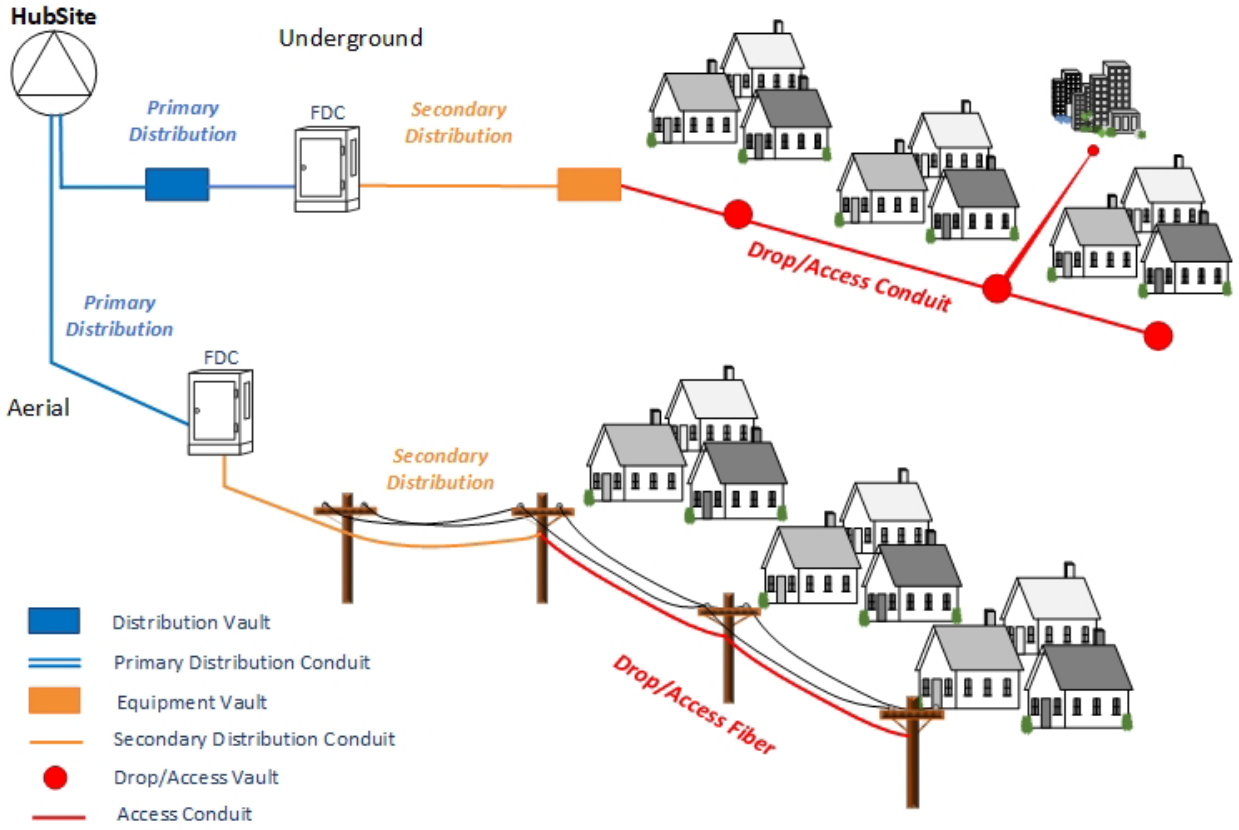
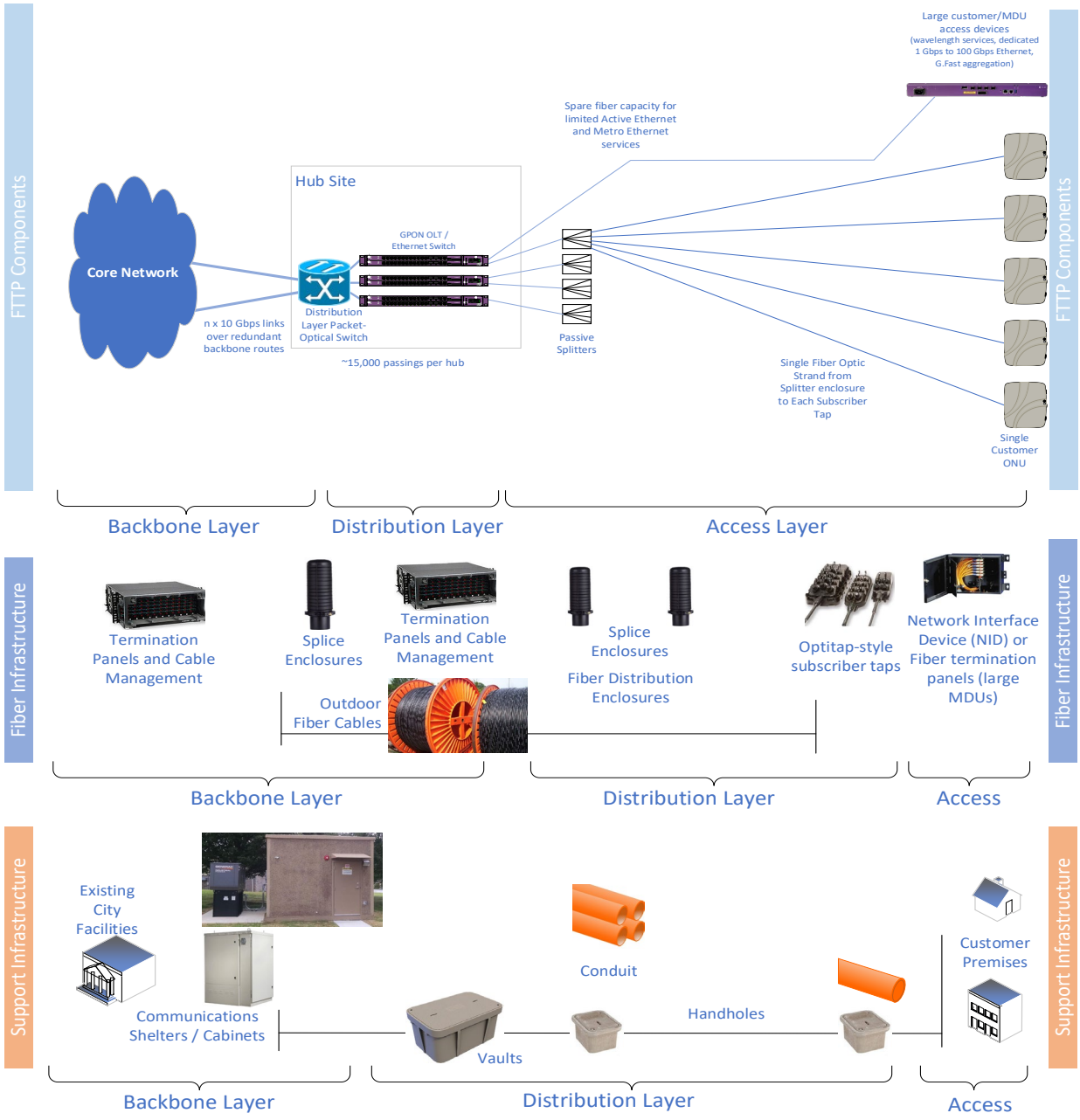


Figure 64 shows the architecture of the FTTP network and its components.

Figure 64: High-level fiber-to-the-premises architecture and components



6.3 Estimated deployment costs

The cost for the backbone and distribution plant contains the following elements:

- **Project management** encompasses overall project and contract management, including oversight of the construction and engineering contractor(s), equipment suppliers, and right-of-way agreements.
- **Engineering and as-builts** includes system-level architecture planning, preliminary designs, and field walkouts to determine candidate fiber routing; development of detailed engineering prints and preparation of permit applications; and post-construction "as-built" revisions to engineering design materials.
- **Conduit and vault infrastructure** consists of all labor and materials related to underground communications conduit construction, including conduit placement, vault/handhole installation, and surface restoration; and includes all work area protection and traffic control measures inherent to roadway construction activities.
- **Utility pole make-ready** consists of a small contingency for any of the labor needed for preparing poles for the addition of new aerial cabling. This includes moving existing cables to make room for new cables or replacing poles if the existing pole is at maximum capacity. This is based on the City's input that the City-owned poles would require no make-ready.
- **Fiber optic cables and components** consist of the material and labor costs specific to the installation of fiber optic cables, taps, splice enclosures, and other related components, irrespective of the cable pathway (underground conduit or aerial placement).
- **Fiber splicing, testing, and documentation** includes all labor related to splicing of outdoor fiber optic cables.
- **Hub facilities and systems** consist of the material and labor costs of placing cabinets to house hub site electronics and terminating backbone fiber cables within the hubs.

We also provide the estimated cost for FTTP distribution electronics, subscriber drops, and customer premises equipment (CPE). The cost for drops represents the materials and labor for installing aerial or underground infrastructure across a subscriber's property; CPE, such as a modem, is a separate expense.

6.3.1 Cost estimate for the primary citywide fiber-to-the-premises design

The backbone, distribution plant, and other associated fixed costs for the primary citywide FTTP design are estimated to cost approximately $25.4 million, or $2,065 per passing, including a 20 percent contingency cost on construction material.

Table 16 below also provides estimates for the total implementation cost of the FTTP buildout in a 40 percent and 100 percent take-rate scenario—approximately $38.5 million and $50.2 million (or $7,843 and $4,085 per subscriber), respectively. Forty percent represents a potentially achievable

take-rate; a 100 percent take-rate is used in the event the City or a potential partner wishes to build connections to every premise, regardless of whether that premises subscribes.

Table 16: Estimated costs for the primary design

Cost attribute	Estimated costs	
	40% take-rate	100% take-rate
Total passings	*12,279*	*12,279*
Project management and engineering	$4,550,000	$4,550,000
Backbone and distribution plant	$17,952,000	$17,952,000
MDU laterals and cabling	$1,000,000	$1,000,000
Core network electronics	$1,850,000	$1,850,000
Total fixed cost	**$25,352,000**	**$25,352,000**
Fixed cost per passing	*$2,065*	*$2,065*
Distribution electronics cost	$600,000	$1,050,000
Customer activation cost *(includes standard service drops and CPE for standard and MDU customers)*	$6,150,000	$15,400,000
Total subscribers	*4,912*	*12,279*
Total cost (without contingency)	**$32,102,000**	**$41,802,000**
Total cost per customer	$6,536	$3,404
Total cost (with contingency)	**$38,522,400**	**$50,162,400**
Total cost per customer	$7,843	$4,085

6.3.1.1 Existing fiber infrastructure

The City of Banning maintains an existing fiber network used for its internal systems and electrical department. CTC considered whether use of the City-owned fiber in constructing the proposed backbone network design could provide cost savings by offsetting the amount of new fiber strand needed.

This analysis determined that cost savings would likely be minimal due to the amount of distribution build required in these areas, along with the limited capacity and locations of coincidence of the existing fiber. Building a new fiber backbone was determined to best suit the current and future needs of the proposed network, as well as allowing the existing fiber to continue to serve an important role in the function of the City's internal systems. Available capacity on these cables could be reserved for future uses by the City.

6.3.2 Cost estimates to expand the primary network design to surrounding areas

In addition to the primary citywide design, the City is interested in potentially expanding such a network into the surrounding areas of Atwell, the Airport, Mission Heights, Rancho San Gorgonio, and SC-TMP.

The following sections present standalone designs for each area that would leverage the primary citywide backbone and distribution network. The cost estimates provided for each area are in addition to the cost of the primary design.

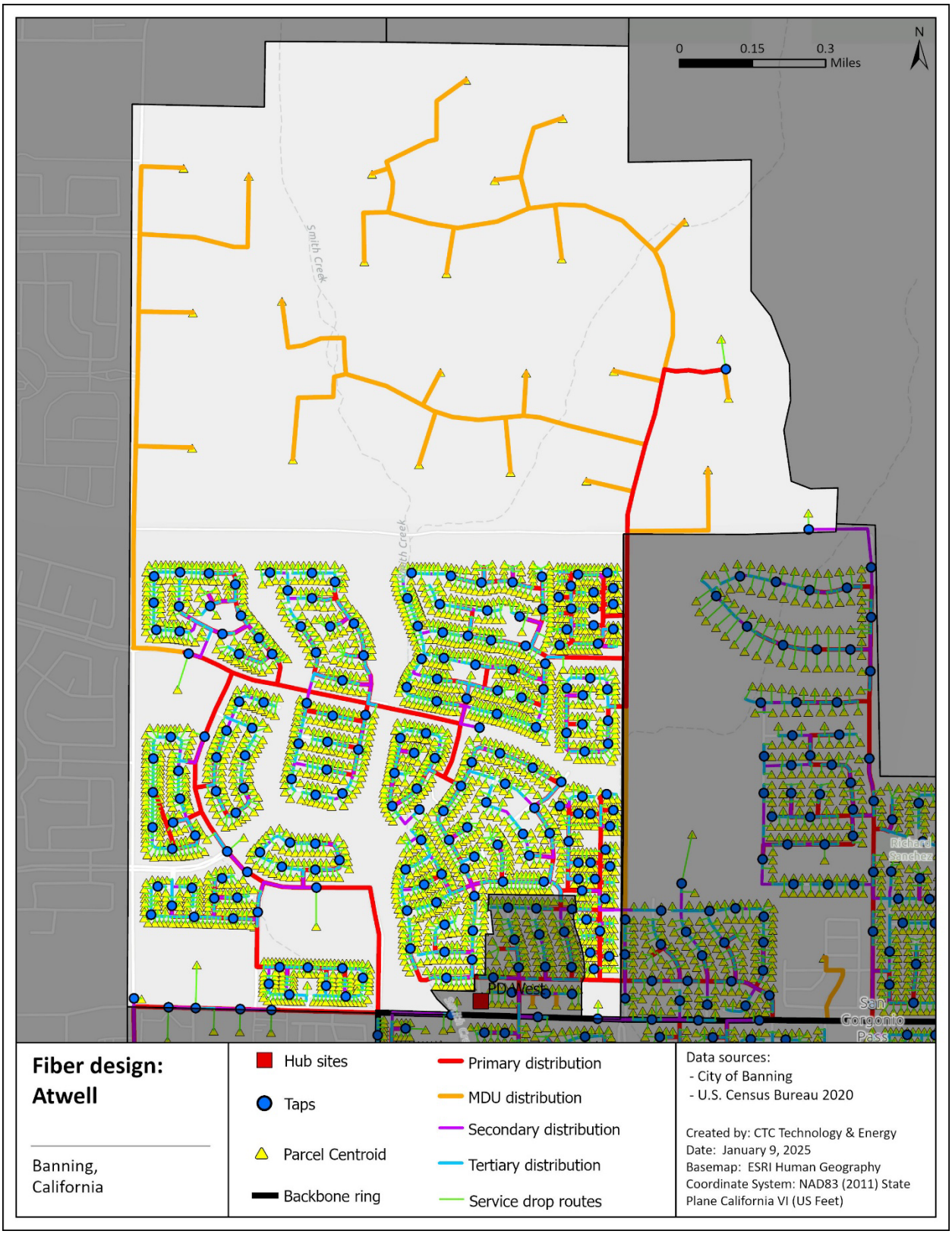
6.3.2.1 Cost estimate for Atwell

The area of Atwell includes 4,372 passings. The backbone, distribution plant, and other associated fixed costs for Atwell are estimated to cost approximately $9.5 million, or $2,182 per passing, including a 20 percent contingency cost on construction material. Table 17 presents the estimated total implementation costs for this area at 40 percent and 100 percent take-rates.

Table 17: Estimated costs for Atwell

Cost attribute	Estimated costs	
	40% take-rate	**100% take-rate**
Total passings	*4,372*	*4,372*
Project management and engineering	$1,350,000	$1,350,000
Backbone and distribution plant	$5,587,850	$5,587,850
MDU laterals and cabling	$1,950,000	$1,950,000
Core network electronics	$650,000	$650,000
Total fixed cost	**$9,537,850**	**$9,537,850**
Fixed cost per passing	$2,182	$2,182
Distribution electronics cost	$170,000	$310,000
Customer activation cost *(includes standard service drops and CPE for standard and MDU customers)*	$1,750,000	$4,250,000
Total subscribers	*1,749*	*4,372*
Total cost (without contingency)	**$11,457,850**	**$14,097,850**
Total cost per customer	$6,552	$3,225
Total cost (with 20% contingency)	**$13,749,420**	**$16,917,420**
Total cost per customer	$7,862	$3,869

Figure 65: Atwell high-level design overview



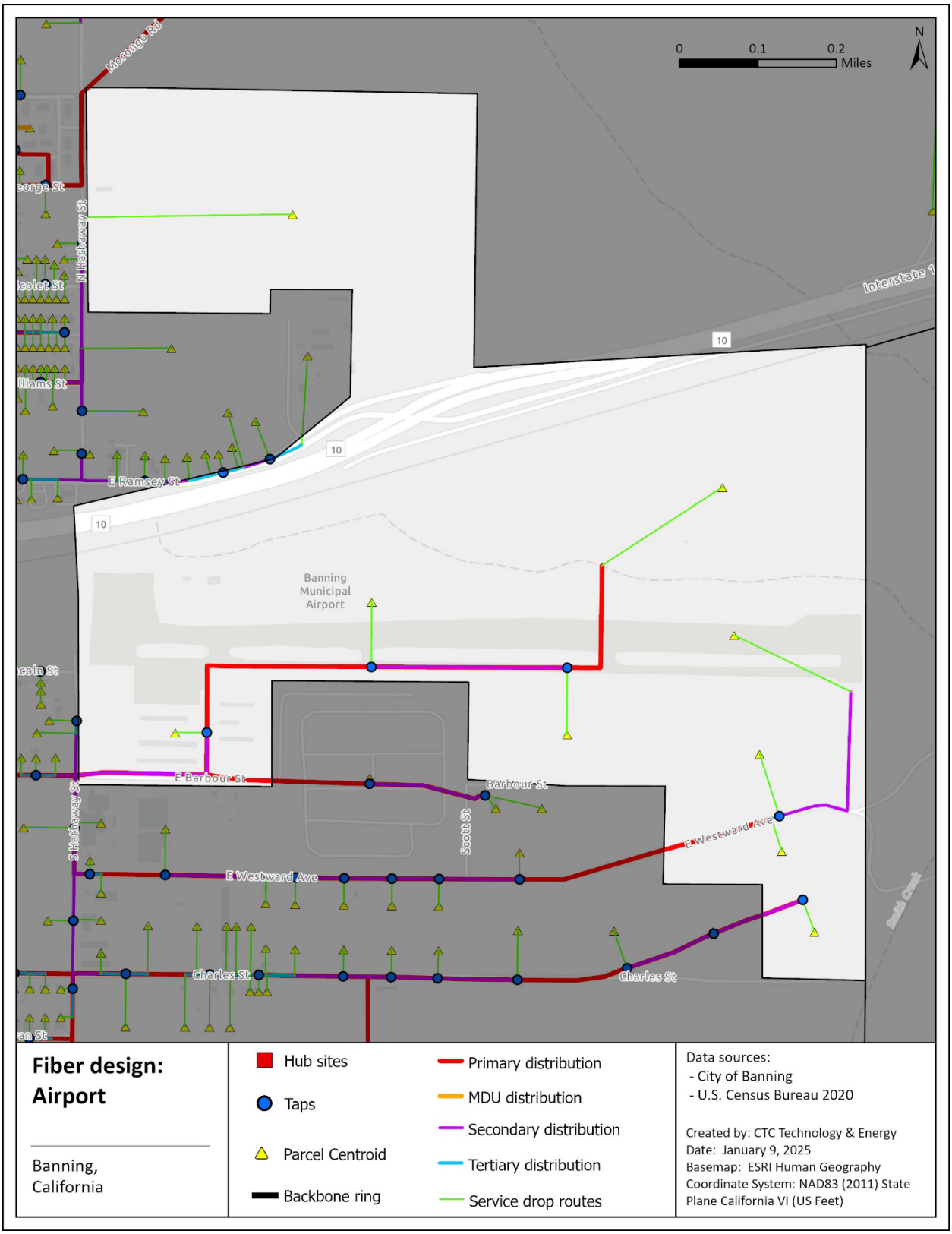
6.3.2.2 Cost estimate for the Airport area

The Airport area includes nine passings. The backbone, distribution plant, and other associated fixed costs for the Airport are estimated to cost approximately $490,000, or $54,888 per passing, including a 20 percent contingency cost on construction material. Table 18 presents the estimated total implementation costs for this area at 40 percent and 100 percent take-rates.

Table 18: Estimated costs for the Airport area

Cost attribute	Estimated costs	
	40% take-rate	**100% take-rate**
Total passings	*9*	*9*
Project management and engineering	$14,045	$14,045
Backbone and distribution plant	$478,550	$478,550
MDU laterals and cabling	$0	$0
Core network electronics	$1,400	$1,400
Total fixed cost	**$493,995**	**$493,995**
Fixed cost per passing	$54,888	$54,888
Distribution electronics cost	$25,000	$25,000
Customer activation cost *(includes standard service drops and CPE for standard and MDU customers)*	$19,000	$48,000
Total subscribers	*4*	*9*
Total cost (without contingency)	**$537,995**	**$566,995**
Total cost per customer	$149,443	$62,999
Total cost (with 20% contingency)	**$645,594**	**$680,394**
Total cost per customer	$179,332	$75,559

Figure 66: The Airport high-level design overview



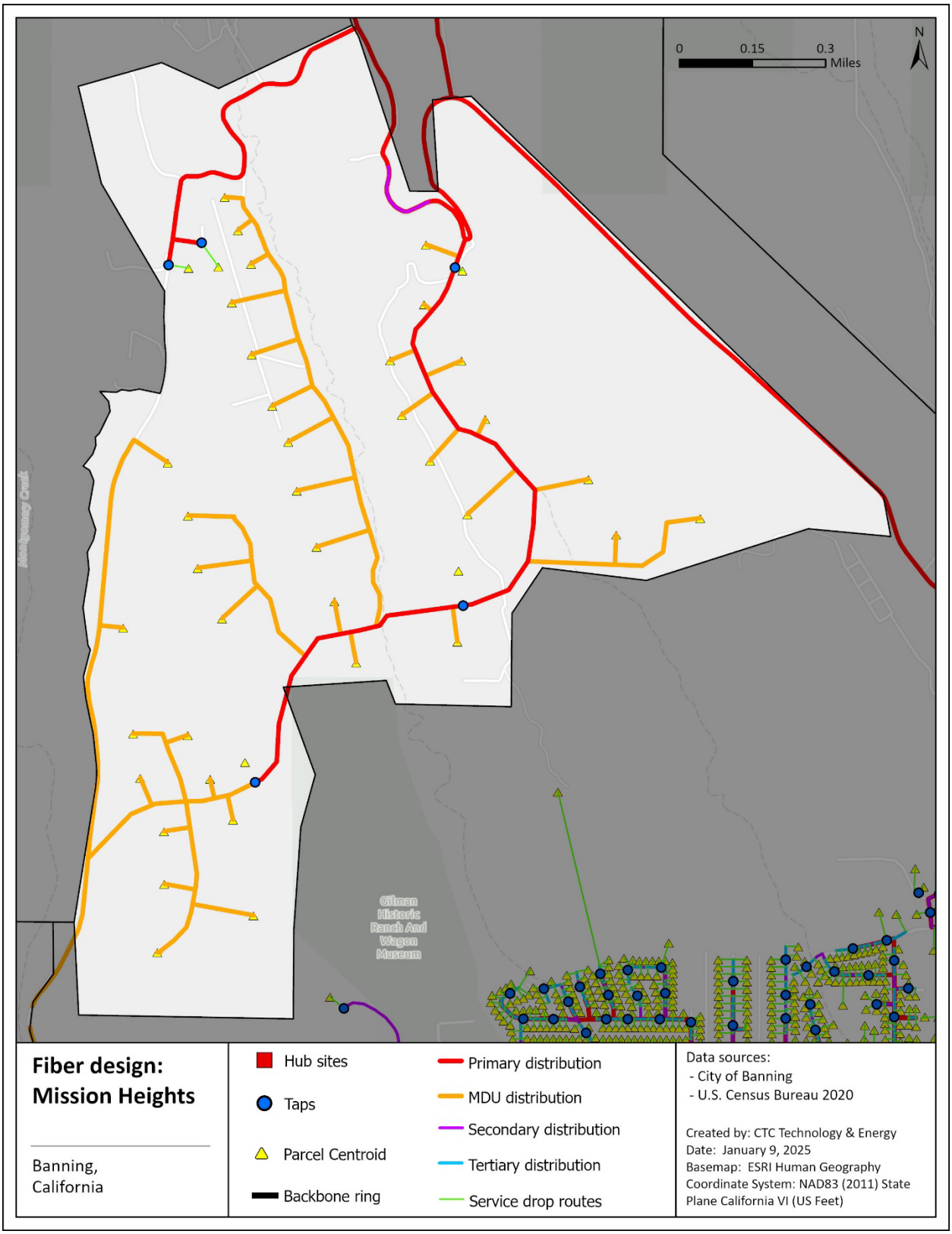
6.3.2.3 Cost estimate for Mission Heights

The area of Mission Heights includes 2,215 passings. The backbone, distribution plant, and other associated fixed costs for Mission Heights are estimated to cost approximately $3.8 million, or $1,724 per passing, including a 20 percent contingency cost on construction material. Table 19 presents the estimated total implementation costs for this area at 40 percent and 100 percent take-rates.

Table 19: Estimated costs for Mission Heights

Cost attribute	Estimated costs	
	40% take-rate	**100% take-rate**
Total passings	*2,215*	*2,215*
Project management and engineering	$600,000	$600,000
Backbone and distribution plant	$985,000	$985,000
MDU laterals and cabling	$1,900,000	$1,900,000
Core network electronics	$333,000	$333,000
Total fixed cost	**$3,818,000**	**$3,818,000**
Fixed cost per passing	$1,724	$1,724
Distribution electronics cost	$100,000	$150,000
Customer activation cost *(includes standard service drops and CPE for standard and MDU customers)*	$602,100	$1,505,300
Total subscribers	*886*	*2,215*
Total cost (without contingency)	**$4,520,100**	**$5,473,300**
Total cost per customer	$5,102	$2,471
Total cost (with 20% contingency)	**$5,424,120**	**$6,567,960**
Total cost per customer	$6,122	$2,965

Figure 67: Mission Heights high-level design overview



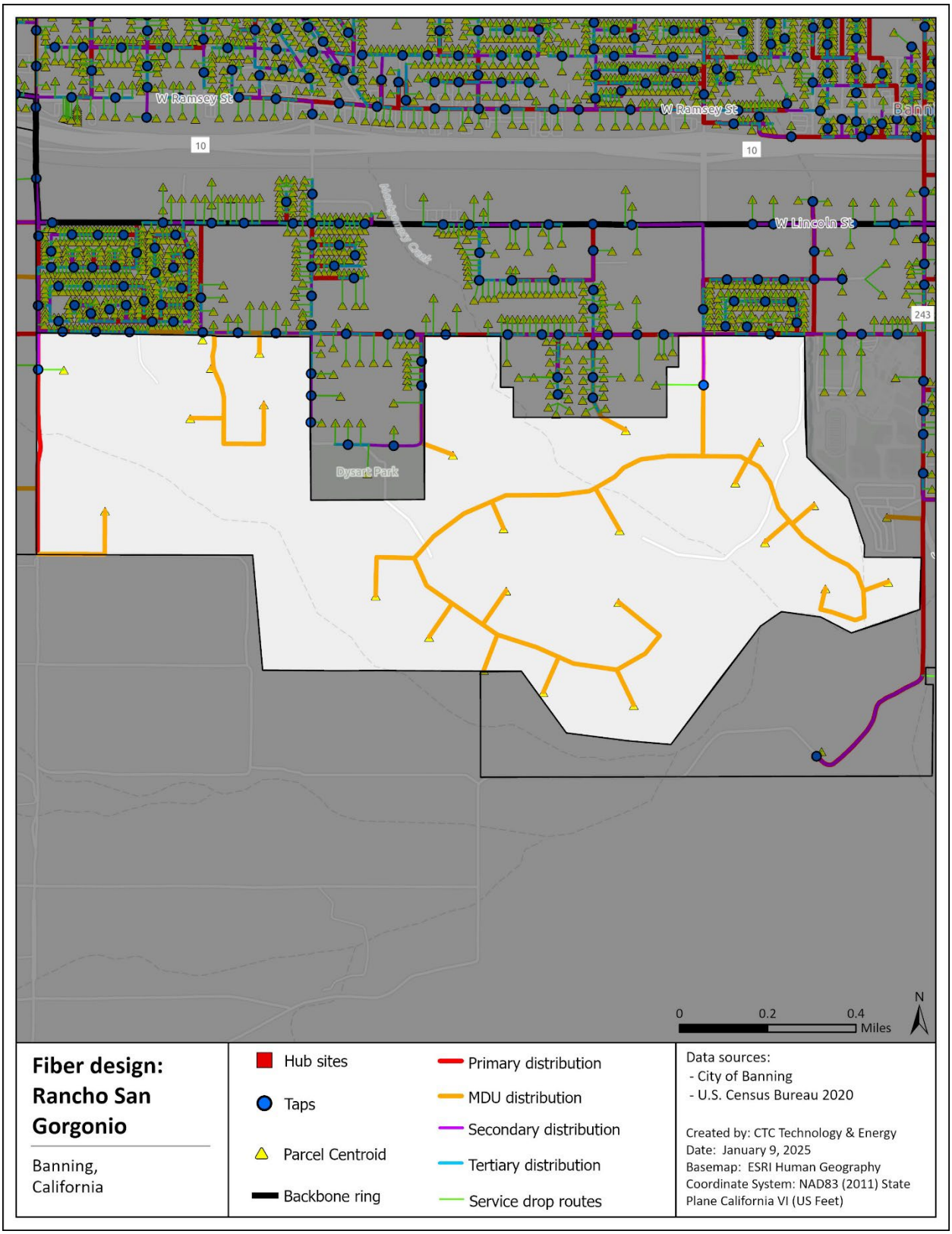
6.3.2.4 Cost estimate for Rancho San Gorgonio

The area of Rancho San Gorgonio includes 3,427 passings. The backbone, distribution plant, and other associated fixed costs for Rancho San Gorgonio are estimated to cost approximately $4.5 million, or $1,300 per passing, including a 20 percent contingency cost on construction material. Table 20 presents the estimated total implementation costs for this area at 40 percent and 100 percent take-rates.

Table 20: Estimated costs for Rancho San Gorgonio

Cost attribute	Estimated costs	
	40% take-rate	**100% take-rate**
Total passings	*3,427*	*3,427*
Project management and engineering	$650,000	$650,000
Backbone and distribution plant	$555,500	$555,500
MDU laterals and cabling	$2,750,000	$2,750,000
Core network electronics	$500,000	$500,000
Total fixed cost	**$4,455,500**	**$4,455,500**
Fixed cost per passing	$1,300	$1,300
Distribution electronics cost	$150,000	$250,000
Customer activation cost *(includes standard service drops and CPE for standard and MDU customers)*	$953,000	$3,000,000
Total subscribers	*1,371*	*3,427*
Total cost (without contingency)	**$5,558,500**	**$7,012,500**
Total cost per customer	$4,055	$2,046
Total cost (with 20% contingency)	**$6,670,200**	**$8,415,000**
Total cost per customer	$4,866	$2,456

Figure 68: Rancho San Gorgonio high-level design overview



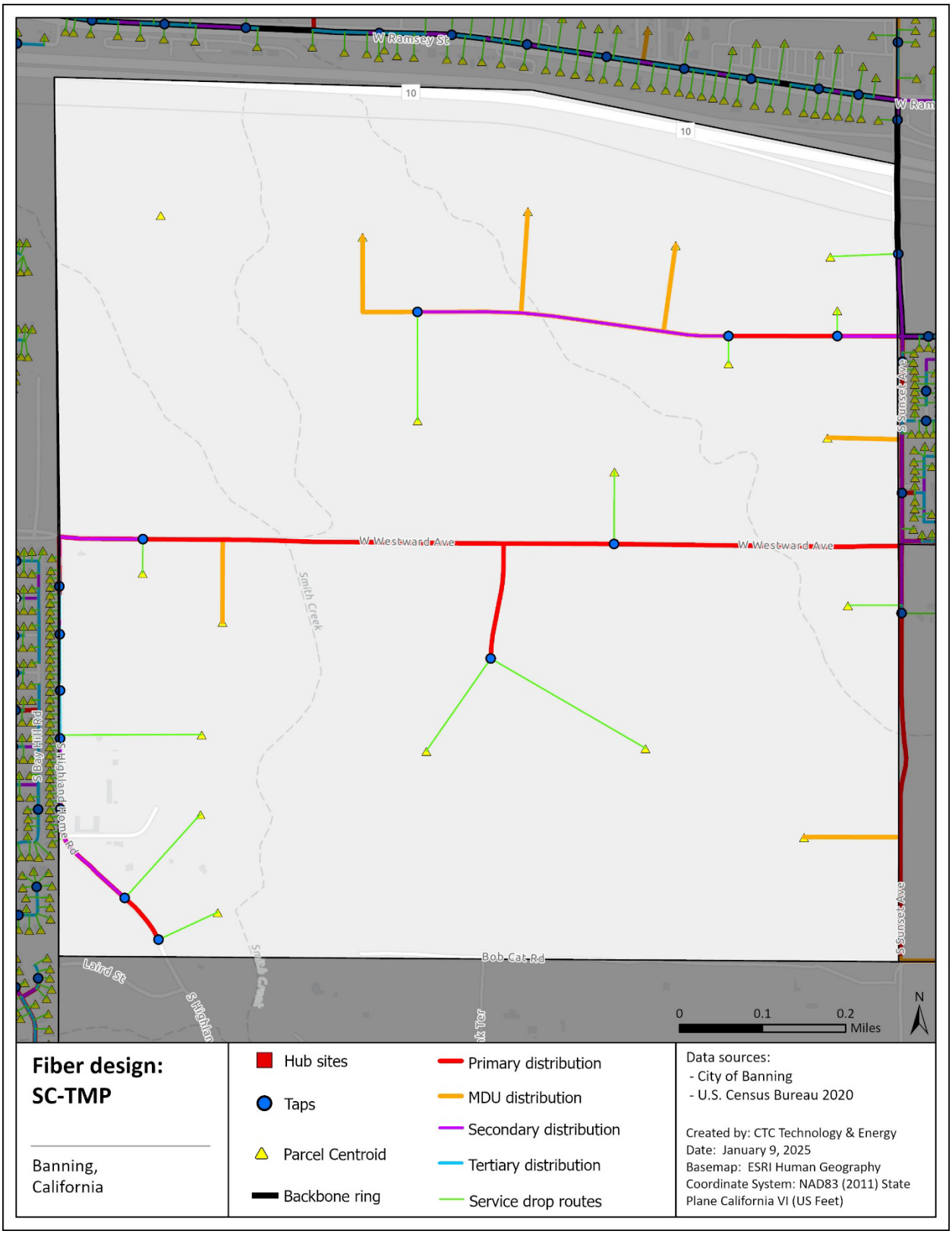
6.3.2.5 Cost estimate for SC-TMP

The area of SC-TMP includes 68 passings. The backbone, distribution plant, and other associated fixed costs for SC-TMP are estimated to cost approximately $790,000 or $11,594 per passing, including a 20 percent contingency cost on construction material. Table 21 presents the estimated total implementation costs for this area at 40 percent and 100 percent take-rates.

Table 21: Estimated costs for SC-TMP

Cost attribute	Estimated costs	
	40% take-rate	**100% take-rate**
Total passings	*68*	*68*
Project management and engineering	$324,000	$324,000
Backbone and distribution plant	$404,370	$404,370
MDU laterals and cabling	$50,000	$50,000
Core network electronics	$10,000	$10,000
Total fixed cost	**$788,370**	**$788,370**
Fixed cost per passing	$11,594	$11,594
Distribution electronics cost	$25,000	$27,000
Customer activation cost *(includes standard service drops and CPE for standard and MDU customers)*	$41,500	$98,500
Total subscribers	*27*	*68*
Total cost (without contingency)	**$854,870**	**$918,870**
Total cost per customer	$31,429	$13,513
Total cost (with 20% contingency)	**$1,025,844**	**$1,102,644**
Total cost per customer	$37,715	$16,215

Figure 69: SC-TMP high-level design overview



7 The City could consider multiple business models for the development of a citywide fiber-to-the-premises network

7.1 Business and ownership models

This section provides an overview of four categories of business model the City of Banning might consider for a citywide FTTP network. The models are distinguished by the role of the involved parties across the network's three primary elements: 1) passive infrastructure, 2) active infrastructure, and 3) service provision. Capital and operating costs of the network, as well as contractual relationships between the City and a private sector entity, fall into one of these three elements.

Figure 70: Three elements of the FTTP network

Passive infrastructure	Active infrastructure	Service provision
		
Building and maintaining the dark fiber network	Setting up and operating the network's active electronics	Delivering broadband services to subscribers

The funding and financing associated with each element differ across the four business models, as do the allocation of risks, responsibilities, and ownership of assets associated with each element. There are key tradeoffs across the business models, particularly between the objectives of retaining local control and transferring risk to the private sector.

7.1.1 Under Business Model 1, the City fully funds, owns, and operates the citywide FTTP network

Under this model, the citywide FTTP network is fully funded, owned, and operated by the public sector, such as through the City's electric utility. The utility might outsource some operating responsibilities, but ultimately remains responsible for the project's success. This is the only business model in which the City would effectively have full control over all aspects of the broadband network construction, ownership, operations, and service provision. However, in this model the City would also fully retain revenue risk and all operating risk. The City would also face significant start-up costs and not be able to leverage existing broadband operations elements, as a partner likely could.

7.1.2 Under Business Model 2, the City would develop and maintain dark fiber and contract with an ISP to operate the network and deliver service

In this model, the City would use public funding and/or financing to contract with a private entity to construct and maintain the dark fiber. The City would then lease access to the dark fiber network to an ISP, who would in turn operate the network and provide customer service—that is, run the business. The City could work to structure a combination of lease fees and, potentially, revenue sharing under the partnership agreement. In this model, the private ISP would take the commercial

and operating risk and would be incentivized to provide high-quality service while compensating the City for access to the dark fiber. The City would own this asset and absorb costs of construction, though this would be mitigated by the leasing revenue.

7.1.3 Under Business Model 3, the City would separately contract with an entity to develop and maintain the active infrastructure and allow retail competition over the network

Under Model 3, the City once again would use public funding and/or financing to contract with a private entity to construct and maintain the dark fiber. The City also would competitively procure and contract with a separate private entity to design, build, operate, and maintain the active infrastructure component of the network. The service provision element of the network could be provided by multiple ISPs through an open market. ISPs would lease access to the passive and active infrastructure from the City, possibly in combination with a revenue share mechanism. Although compelling in concept, this model is the least proven in the United States as ISPs have not demonstrated that they prefer this method.

7.1.4 Under Business Model 4, a private entity handles all aspects and generally also owns the infrastructure, but there is the possibility for the City to retain long-term ownership

Business Model 4 is mostly or entirely private. The City would facilitate and potentially sign one contract with a single private entity that would be responsible for providing all elements of the citywide FTTP network, owning and operating the network, and running the business. The private entity may subcontract for construction and/or maintenance of the dark fiber and operations. In this model, public funding and/or financing could still be used but a sizable portion of the financing for all three elements would be provided by the private entity and its financiers. However, if City funds were used in part for the effort, the City could negotiate for benefits including long-term ownership of the fiber.

The business models and their differences are summarized in Table 22.

Table 22: Overview of four business model options

Business model	Passive infrastructure	Active infrastructure	Service provision
1	Publicly funded/financed and maintained	Municipal ISP	
2	Publicly funded/financed and maintained	ISP (one or multiple)	
3	Publicly funded/financed and maintained	Active infrastructure contractor	Multiple ISPs / open market
4	(Largely) privately funded/financed, privately maintained, and operated		

Regardless of the business model selected, the City may leverage competition to maximize value for taxpayers and subscribers. Even with an all-private solution with no City role, the mere fact that a new provider is operating in Banning will mean competition has been created with the incumbent cable company.

The four different models also use public and private financing differently. Private financing can be used to achieve material risk transfer (“skin in the game”) for long-term infrastructure assets. However, private capital (which we assume will consist of a combination of private equity and debt)

also has a significantly higher cost than public borrowing for Banning. As such, there is a tradeoff between a more effective risk transfer (i.e., more private capital) and affordability (i.e., more public financing), which also was a key consideration in developing the four business models.

7.1.5 Risk allocation varies across the four models

Differences in risk allocation arise from the differences in financial and contractual relationships between the involved parties across the four business models. In Table 23, "traditional" risk transfer refers to commonly used contractual mechanisms that are used to assign risk and liability for various items in all types of construction and maintenance contracts. Risk transfer from the City to a private sector partner is further enhanced when the partner has invested its own capital in the project and could be adversely financially impacted under poor performance.

Table 23: Risk allocation across business model options

Model	Passive infra.	Active infra.	Service provision	Construction risk	Maintenance risk	Operating risk	Revenue risk
#1	City	Municipal ISP		Traditional	Traditional	Retained by City	Retained by City
#2	City	Private ISP(s)		Traditional	Traditional	Transferred to ISP[32]	Transferred to ISP
#3	City	Contractor	Open market	Traditional	Traditional	Transferred to active infra. contractor and ISPs	Transferred to ISP
#4	Private			Enhanced through long-term private financing	Enhanced through long-term private financing	Transferred to private sector	Transferred to private sector

The table above highlights the key distinctions in how the four major categories of risk (construction, maintenance, operating, and revenue risk) are allocated for each business model.

7.1.6 Business model conclusions and recommendations

Each of the four business models has the potential to meet the City's goals, albeit to varying degrees and with certain tradeoffs. The following key takeaways can help the City decide on which business model to pursue:

- Business Model 1 gives the City the most control, but also requires substantial operational experience, expertise, and discipline. Other municipalities that have successfully used this model already had a municipal utility whose operational expertise and resources could be leveraged. Banning could leverage its existing municipal electric utility for this purpose.
- Business Model 2 leverages the City's access to relatively cheap capital to develop the passive infrastructure while transferring most of the operational and commercial risks, including those related to building and financing the active infrastructure, to a private

[32] Maintenance risks associated with passive infrastructure are retained by the City.

partner. This is a potentially viable and attractive business model for the City, for which the City can apply lessons learned from other municipalities across the U.S.

- Similar to Business Model 2, Business Model 3 leverages the City's access to relatively low-cost capital to develop passive infrastructure. In addition, under Business Model 3, the City also leverages its access to capital to develop active infrastructure while transferring most of the operational and commercial risk to private partners. The theoretical advantage of this model lies in the opportunity to have multiple ISPs compete on the municipal network. But there is only limited experience with this business model in the U.S., and Banning is a relatively small market.

- Business Model 4 increases private sector involvement across all elements to also include developing and financing passive infrastructure. Whereas private capital is more expensive than public finance, this premium effectively represents the cost of risk transfer from the City to the private partner. In addition, as the project will likely need a public subsidy regardless of the selected business model, some of the project may still be financed using public debt (or available City cash reserves), thus reducing the impact of more expensive private financing on the overall cost of capital. This may be a potentially viable and attractive business model for the City, for which the City can leverage public-private partnership experience from other municipalities across the U.S.

Since Banning has a municipal utility to leverage, it has the operational experience and expertise to be able to successfully implement a citywide network as required under Business Model 1. The question is whether the City wants to assume the costs and the risks associated with building, owning, and operating such a network. Business Model 3 (open access) is less prevalent and would require further market sounding to identify partners who are both willing to participate and have a track record of doing so successfully.

7.2 Funding opportunities

There have been unprecedented amounts of funding allocated in recent years at the federal, state, and local level to expand broadband infrastructure and to promote digital equity throughout the U.S. Programs including the Broadband Equity, Access, and Deployment (BEAD) Program, Federal Funding Account (FFA) Program,[33] and the Rural Digital Opportunity Fund (RDOF) lead with a "fiber first" strategy and deprioritize fixed wireless projects.

7.2.1 Broadband Equity, Access, and Deployment (BEAD) Program

The largest source of upcoming federal funding is the BEAD Program administered by the National Telecommunications and Information Administration (NTIA), which provides $42.45 billion

[33] The CPUC's Federal Funding Account program primarily relies on federal funds allocated to states by the American Rescue Plan Act's State and Local Fiscal Recovery Fund and Capital Projects Fund programs. As such, the CPUC's FFA program incorporates and complies with the U.S. Treasury rules adopted for these funding sources, including requirements to prioritize fiber. CPUC, "Decision Adopting Federal Funding Account Rules," (D.22-04-055), Order Instituting Rulemaking Regarding Broadband Infrastructure Deployment and to Support Service Providers in the State of California, Rulemaking 20-09-001, April 22, 2022 ("FFA Decision"), https://docs.cpuc.ca.gov/PublishedDocs/Published/G000/M470/K543/470543650.PDF.

throughout the U.S. to expand high-speed internet access by funding planning, infrastructure deployment, and adoption programs.

In June 2023, NTIA announced that California will receive $1.86 billion in BEAD funding to support a last-mile grant program to deploy broadband infrastructure to all unserved and underserved locations in the state.[34]

The California Public Utilities Commission, which will administer this grant program, conducted extensive state-wide planning in 2022 and 2023 and released three key planning documents setting the policy and strategy for the state's BEAD participation[35]—culminating with California's Initial Proposal Volume I and Volume II, which the state submitted to NTIA on December 27, 2023, and NTIA approved on October 4, 2024. The Initial Proposal outlines the basics of the BEAD program implementation and the principles that the CPUC will use to select grantees for last-mile infrastructure funding.

Through its planning and mapping efforts, the CPUC has determined that this significant investment will not be sufficient to meet the needs of all unserved locations in the state and has proposed a detailed and strict scoring rubric to prioritize projects to maximize the impact of the funding and serve the areas with the greatest need in the state. Funding for infrastructure can only be used on deployment to eligible unserved and underserved locations (or community anchor institutions), as opposed to being designated for all locations in high-need areas.

Federal rules require states to prioritize BEAD funding for fiber deployment projects except in some "extremely high-cost areas" that may qualify for alternative technologies such as fixed wireless. An Extremely High Cost per Location Threshold (EHCPLT), which determines which areas will be eligible for funding for coverage with technologies other than fiber, will be established by the CPUC. Applicants will be required to make at least a 25 percent match toward project expenses except for in designated high-cost areas.[36]

The CPUC plans to accept grant applications in 2025 and recipients must complete their projects within four years of receiving the award.

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[34] The eligibility of locations for BEAD funding is based on the FCC's Broadband Data Collection, which maps service availability at the address level. States are required to prioritize awarding funding to serve all unserved locations and then underserved locations as identified by these data. See, BEAD NOFO at Section IV.B.7.a.ii and Section IV.B.7.b.1; https://broadbandusa.ntia.doc.gov/sites/default/files/2022-05/BEAD%20NOFO.pdf; and "Broadband Data Collection," FCC, https://www.fcc.gov/BroadbandData.

[35] California Five-Year Action Plan, CPUC, August 2023, https://www.cpuc.ca.gov/-/media/cpuc-website/divisions/communications-division/documents/broadband-implementation-for-california/bead/california-bead-five-year-action-plan---final-draft---20230828.pdf; California Initial Proposal Volume 1, CPUC, December 2023, https://www.cpuc.ca.gov/-/media/cpuc-website/industries-and-topics/documents/internet-and-phone/bead-program/draft-cpuc-bead-ipv1-as-submitted.pdf; California Initial Proposal Volume 2, CPUC, December 2023, https://www.cpuc.ca.gov/-/media/cpuc-website/industries-and-topics/documents/internet-and-phone/bead-program/draft-cpuc-bead-ipv2-as-submitted.pdf.

[36] "High-cost areas" are designated by NTIA and are not synonymous with "extremely high-cost areas" above the EHCPLT. See, BEAD NOFO, Executive Summary Section L, p. 3; Section I.C(k) and I.C(m), p. 13, https://broadbandusa.ntia.doc.gov/sites/default/files/2022-05/BEAD%20NOFO.pdf.

7.2.2 SB 156 funding

The California Legislature also allocated significant state and federal funds to support broadband infrastructure deployment through SB 156 in 2021.[37]

SB 156 established the Middle-Mile Broadband Initiative (MMBI) to develop a statewide open-access middle-mile broadband network, allocating $3.25 billion in funding for the project. The network will consist of approximately 8,000 route miles, including new construction and joint-builds as well as leases and purchases of fiber.[38] By providing ISPs with cost-effective access to middle-mile infrastructure on equal terms, the network is intended to help lower the cost of last-mile deployment, particularly in unserved and underserved areas, and support bringing equitable high-speed broadband service to all Californians.[39] The Legislature directed the California Department of Technology (CDT) to partner with a Third-Party Administrator (GoldenStateNet)[40] to orchestrate the build. The design and construction of the network is monitored by the Middle-Mile Advisory Committee (MMAC).[41]

SB 156 also allocated $2 billion to the Federal Funding Account (FFA) Program to provide grant funding for last-mile deployment. The Legislature directed the CPUC to evenly allocate the funding between rural and urban counties,[42] which the CPUC defined and identified based on a formula that uses 2019 data.[43] Using this formula, the CPUC has categorized Riverside County as an urban county and allocated $50.6 million under FFA[44] to fund wireline fiber broadband infrastructure projects located in the County.

Applications for the FFA program were due on September 29, 2023. The CPUC received eight applications totaling over $39 million in funding requests for projects solely located within Riverside County, as well as an additional four applications that cross county lines and propose to serve locations within Riverside County as well as San Bernardino and San Diego Counties. Final awards have been announced on a rolling basis during the second half of 2024, and awarded projects must be completed within two years of receiving authorization to construct.

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[37] SB 156 (Chapter 112, July 20, 2021), https://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=202120220SB156.
[38] "Statewide Middle-Mile Network Map," Middle-Mile Broadband Initiative, https://middle-mile-broadband-initiative.cdt.ca.gov/pages/statewide-middle-mile-network-map.
[39] Middle-Mile Broadband Initiative, https://middle-mile-broadband-initiative.cdt.ca.gov/.
[40] GoldenStateNet, https://goldenstatenet.org/.
[41] The development and structure of the MMAC is designed by SB 156. The Committee has eleven members including representatives from CDT, Caltrans, the Department of Finance, the CPUC, the Government Operations Agency, and four members of the Legislature. Cal. Govt. Code §11549.58(c); "MMAC Meetings," Broadband for All, https://middle-mile-broadband-initiative.cdt.ca.gov/pages/mmbi-advisory-committee.
[42] SB 4, Chapter 671 (October 8, 2021), Section 2 (revised Public Utilities Code Section 281(n)), https://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=202120220SB4. The funding is mostly federal funding from the American Rescue Plan Act, including both the Capital Projects Fund and State and Local Fiscal Recovery Funds, as well as smaller contributions of state funds.
[43] CPUC, "Decision Adopting Federal Funding Account Rules," (D.22-04-055), Order Instituting Rulemaking Regarding Broadband Infrastructure Deployment and to Support Service Providers in the State of California, Rulemaking 20-09-001, April 22, 2022, pp. 32-35 ("FFA Decision"), https://docs.cpuc.ca.gov/PublishedDocs/Published/G000/M470/K543/470543650.PDF.
[44] See, FFA Decision, at p. 35.

The California Loan Loss Reserve (LLR) Fund was established by SB 156 to finance municipal network capital expenses through the issuance of long-term tax-exempt bonds. The LLR program allocated $750 million to offer a credit enhancement for localities in financing local broadband infrastructure.[45] The CPUC started accepting applications for this program beginning in March 2024.

7.2.3 California Advanced Services Fund (CASF)

The California Advanced Services Fund (CASF) provides funding for broadband adoption, infrastructure, service to public housing, consortia operations, line extensions, and technical assistance for California Tribes.[46] The Legislature allocates funding collected through surcharges on residential customer bills to each of the CASF grant fund accounts. Between 2021 and 2032, the CPUC is authorized to collect up to $150 million per year to fund all CASF programs.[47]

For Fiscal Year 2023-2024, the CPUC allocated $32.7 million of the CASF budget for infrastructure grant funding.[48] The CPUC accepts applications for the Broadband Infrastructure Grant Account program once a year and the total amount of grant funding distributed to projects varies each year depending on the mix of applications received. The funding window for 2024 to 2025 is yet to be determined. Usually, the CPUC accepts applications on April 1 of each year.

The CPUC relies on its own data collection and mapping analysis to determine eligible locations for CASF infrastructure funding.[49] Projects are eligible for funding between 60 percent and 100 percent of the costs of construction, and funded projects must deploy infrastructure in unserved areas with current speeds of no greater than 25/3 Mbps. The CPUC prioritizes projects in areas with 10/1 Mbps service or lower. Projects must commit to increasing speeds for residential users to at least 100/20 Mbps using either fiber, cable, or fixed wireless technologies. Projects must also commit to offer an "affordable" service offering for low-income customers at $15 or less per month.

As of the writing of this report, the following projects were pending in Riverside County for CASF funding.[50]

[45] CPUC Loan Loss Reserve Fund, https://www.cpuc.ca.gov/industries-and-topics/internet-and-phone/broadband-implementation-for-california/loan-loss-reserve-fund.
[46] "California Advanced Services Fund," CPUC, https://www.cpuc.ca.gov/industries-and-topics/internet-and-phone/california-advanced-services-fund.
[47] California Public Utilities Code §281(d)(4); See, also, Broadband Infrastructure Grant Account Program Requirements, Guidelines and Application Materials, https://www.cpuc.ca.gov/-/media/cpuc-website/divisions/communications-division/documents/casf-infrastructure-and-market-analysis/broadband-infrastructure-grant-account---landing-page/decision-docs/d2211023attachment-1casf-guidelinesw-coverheader053123.pdf.
[48] CPUC, Approval of Fiscal Year 2023-24 Budget Allocations for California Advanced Services Fund, Resolution T-17782 (June 8, 2023), https://docs.cpuc.ca.gov/PublishedDocs/Published/G000/M511/K159/511159823.PDF.
[49] California Interactive Broadband Map, http://www.broadbandmap.ca.gov/.
[50] "CASF Approved Infrastructure Projects," CPUC, https://www.cpuc.ca.gov/industries-and-topics/internet-and-phone/california-advanced-services-fund/casf-infrastructure-grant/casf-infrastructure-approved-projects.

Table 24: Projects pending CASF funding in Riverside County

Project	Applicant	Amount approved	Eligible locations	Notes
ConnectAnza Phase 3	Anza Electric Cooperative	$688,431	28	FTTP network in the Mountain Center of Riverside County
Kwikbit Internet Mobile Home Park 1 Project	Kwikbit Internet	$889,083	197	Fixed wireless network in four mobile home parks in Orange, Los Angeles, Riverside, and San Diego Counties

Appendix A: Data sources

The broadband coverage analysis in this report utilizes multiple data sources, which are described in more detail below.

Analysis of the current service availability in the City of Banning is primarily based on publicly available data, including the FCC's National Broadband Map, the U.S. Census Bureau's American Community Survey (ACS), and the CPUC's broadband service availability mapping data. ACS and CPUC data are updated once a year.

FCC Broadband Data Collection

While there are other public broadband availability datasets, this report relies on the FCC's National Broadband Map as the primary source because it provides the most granular, current, and comprehensive national data regarding broadband services. Wireline and wireless service providers are required to report service availability data via the FCC's Broadband Data Collection portal twice a year to populate the map. The dataset of locations used to build the map is referred to as the Fabric.[51]

The FCC has established an ongoing challenge process for both service availability and location data to refine the National Broadband Map,[52] which may impact the reported coverage in the City. The FCC updates service availability data as challenges are resolved[53] and issues new versions of the National Broadband Map on approximately May 31 and November 30 of each year.[54]

As discussed above, priority areas for federal BEAD funding are determined based on the FCC's mapping; areas with reported speeds of less than 25/3 Mbps on the FCC map are designated as "unserved" and areas with reported speeds of between 25/3 Mbps and 100/20 Mbps are "underserved."

The map utilizes a base Fabric of "broadband serviceable locations" (BSL), which are defined as "a business or residential location in the United States at which mass-market fixed broadband Internet access service is, or can be, installed."[55] BSLs are structures, not addresses. A single structure, such as an apartment building or a small office building, may have multiple units—i.e., addresses—but will be designated as one BSL. Secondary structures such as garages, accessory dwelling units (ADU), or non-residential buildings on a farm are not considered separate BSLs. By counting MDUs as a single BSL, the FCC assumes that all the households or units within a single structure are served by similar levels of broadband speeds and service availability.

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[51] "Broadband Data Collection," FCC, https://www.fcc.gov/BroadbandData.
[52] For a summary of the challenge process see, "Broadband Data Task Force Seeks Comment On The Broadband Data Collection Challenge Processes," WC Docket Nos. 11-10, 19-195, FCC public notice released January 19, 2024, https://docs.fcc.gov/public/attachments/DA-24-64A1.pdf.
[53] "Broadband Data Collection," FCC, https://www.fcc.gov/BroadbandData; see, "What's on the National Broadband Map?" revised November 30, 2023. Expected release dates for the updated National Broadband Map are on May 31 and November 30 of each year.
[54] Federal Communications Commission, Public Notice DA 23-69, January 25, 2023, https://docs.fcc.gov/public/attachments/DA-23-69A1.pdf (accessed February 20, 2023).
[55] FCC Broadband Data Collection (updated 7/18/2023), https://help.bdc.fcc.gov/hc/en-us/articles/16842264428059-About-the-Fabric-What-a-Broadband-Serviceable-Location-BSL-Is-and-Is-Not.

Locations that include a single large business or multiple businesses that require enterprise-grade services, such as a manufacturing facility, large office building, or corporate campus, are not counted as BSLs. These locations do not rely on mass-market broadband internet service and are not counted as served or unserved locations. Certain types of community anchor institutions such as libraries, schools, government buildings, and community centers are also considered enterprise customers and, therefore, not counted as a BSL.[56]

CPUC broadband mapping

In addition to the FCC maps, this report also uses service availability data published by the CPUC. The CPUC publishes two service availability maps based on data reported by ISPs, data from other state funding programs, demographic data, Census data, and socio-economic data built as layers into the maps.[57]

In contrast to the FCC, the CPUC only considers broadband serviceable locations that are unserved by speeds of 25/3 Mbps as eligible for funding through its state grant programs.

The CPUC relies on the California Interactive Broadband Map to determine eligibility of locations for its CASF grant program. This map defines any location or area served by speeds of greater than 25/3 Mbps—by any wireline or fixed wireless technology—as served. The CPUC further identifies locations served by less than 10/1 Mbps as "priority" areas for funding.[58]

The CPUC has developed a separate map specifically to support its FFA grant program.[59] The Federal Funding Account Public Map relies on FCC broadband deployment data and data reported by ISPs directly to the CPUC, as well as other demographic and socioeconomic data. This map uses different thresholds and criteria to define areas that are "unserved" than the FCC National Broadband Map or the CPUC's California Interactive Broadband Map.

The FFA Public Map shows a location as "unserved" if the location lacks access to reliable broadband speeds of at least 25 Mbps download and 3 Mbps upload or if the location is served only by "legacy technologies" such as DSL or cable technology utilizing DOCSIS 2.0 or lower. The map also shows any area or location served solely by fixed or mobile wireless to be "unserved." The map determines a location served by legacy or wireless technology to be unserved regardless of the speeds that an ISP may report to either the FCC or the CPUC.[60]

As a result of this broader definition of "unserved locations," the CPUC's FFA Public Map identifies a larger number of unserved locations than the FCC's National Broadband Map or the CPUC's

[56] "About the Fabric: What a Broadband Serviceable Location (BSL) Is and Is Not," FCC Broadband Data Collection, updated July 18, 2023, https://help.bdc.fcc.gov/hc/en-us/articles/16842264428059-About-the-Fabric-What-a-Broadband-Serviceable-Location-BSL-Is-and-Is-Not.
[57] "CPUC Annual Collected Broadband Data," CPUC, https://www.cpuc.ca.gov/industries-and-topics/internet-and-phone/broadband-mapping-program/cpuc-annual-collected-broadband-data.
[58] California Interactive Broadband Map, https://www.broadbandmap.ca.gov/.
[59] Federal Funding Account Public Map, version 2, https://federalfundingaccountmap.vetro.io/map#5.65/37.393/-116.87.
[60] See, CPUC, "Decision Adopting Federal Funding Account Rules," (D.22-04-055), Order Instituting Rulemaking Regarding Broadband Infrastructure Deployment and to Support Service Providers in the State of California, Rulemaking 20-09-001, April 22, 2022, pp. 32-35 ("FFA Decision"), https://docs.cpuc.ca.gov/PublishedDocs/Published/G000/M470/K543/470543650.PDF, at p. 20.

California Interactive Broadband Map. The CPUC allows providers to present an evidence-based challenge to the determination that an area is unserved, including those areas served by legacy technologies.

The FFA Public Map has additional layers that include socio-economic and demographic data, including depiction of "disadvantaged communities" as defined by the CalEnviroScreen 4.0 analysis.[61] The CPUC uses these CalEnviroScreen data to prioritize funding for communities that are in the 25 percent of highest scoring census tracts identified as "disadvantaged."[62] The map also takes into account Census Bureau median household income data and prioritizes areas with median household income at less than 80 percent of the county median household income.

[61] Federal Funding Account Public Map, version 2, https://federalfundingaccountmap.vetro.io/map#5.65/37.393/-116.87.
[62] "CalEnviroScreen 4.0," California Office of Environmental Health Hazard Assessment, https://oehha.ca.gov/calenviroscreen/report/calenviroscreen-40.

Appendix B: Survey instruments – residential phone survey and online business survey

Phone survey

City of Banning Residential Phone Survey

Hello, my name is __[ambassador name]__ and I'm calling on behalf of the City of Banning. The City is conducting this survey to find ways to improve internet access. Even if you do not have home internet service, please answer the relevant questions. Your opinions are important! Your responses will be kept confidential.

1. Ambassador name

2. Input phone number called

3. Are you age 18 or older, and live in the City of Banning?

- ◯ Yes
- ◯ No [Ask for someone over 18 who lives in Banning, otherwise terminate]

4. Which home internet service do you subscribe to? (read list, check all that apply. Confirm that this is home internet, not mobile service.)

- ☐ Charter Spectrum
- ☐ Frontier
- ☐ T-Mobile
- ☐ I don't subscribe
- ☐ Other home internet:

City of Banning Residential Phone Survey

5. If you do not subscribe to home internet service, what are the reasons why? (Do not read. Check all that apply.)

- [ ] I don't understand how to use the internet
- [ ] I don't need it/not interested
- [ ] I cannot afford it/not worth the cost
- [ ] I don't have a computing device, or the device is inadequate
- [ ] I have concerns about privacy, safety, or security
- [ ] Other (please specify)

6. If you regularly access the internet in ways other than through a home subscription, which of the following describes where or how you regularly access the internet? (do not read -- check all that apply):

- [ ] Mobile hotspot provided to us by a school, library, or other party
- [ ] Free Wi-Fi in my building
- [ ] Neighbor or family member's home
- [ ] Library
- [ ] School
- [ ] Businesses/downtown area Wi-Fi
- [ ] I do not access the internet outside the home

City of Banning Residential Phone Survey

7. Please estimate how much you pay per month for the primary internet service you use at home (do not read):

- ◯ $0 - $19
- ◯ $20 - $39
- ◯ $40 - $69
- ◯ $70 - $99
- ◯ $100 - $149
- ◯ $150 - $199
- ◯ $200 - $299
- ◯ $300 or more
- ◯ Unsure

8. Please specify what your monthly service cost includes. (Read list)

- ◯ Internet only
- ◯ Internet and cable
- ◯ Internet and phone
- ◯ Internet, cable, and phone
- ◯ Unsure

9. How would you rate your overall satisfaction with your home internet service on a 1-5 scale where 1 is "very dissatisfied" and 5 is "very satisfied"? (Do not read)

1 - Very dissatisfied	2 - Somewhat dissatisfied	3 - Neither dissatisfied or satisfied	4 - Somewhat satisfied	5 - Very satisfied
◯	◯	◯	◯	◯

10. (Only ask if respondent answered 1, 2, 3, or 4 in previous Question) What is the reason for your lack of satisfaction? (do not read – check all that apply)

- ☐ Service is too slow
- ☐ Service is too expensive
- ☐ Service drops from time to time
- ☐ Data caps prevent me from getting access at certain times
- ☐ I don't have a choice of provider
- ☐ Other (please specify)

11. How often would you say you experience slowdowns or drops in your home internet service? (do not read unless respondent needs prompting)

- ◯ One or more times per year
- ◯ One or more times per month
- ◯ One or more times per week
- ◯ Daily or more frequently
- ◯ I do not have this problem

City of Banning Residential Phone Survey

12. Does your household have enough computers (laptops or tablets, for example) in good, working order to allow each member to effectively connect to the internet?

- ◯ Yes
- ◯ No
- ◯ Not sure

13. Thinking about the computer (such as a laptop or tablet) you primarily use, if it were lost or damaged beyond repair, how long do you think it would take you to replace it? (Read options)

- ◯ Within a day
- ◯ Within a week
- ◯ Within a month
- ◯ Within 6 months
- ◯ More than 6 months
- ◯ I could not do so in the foreseeable future

14. As City leaders weigh options for improving internet service, please indicate to what extent you disagree or agree with the following statements where 1=Strongly Disagree, 2=Disagree, 3=Neutral (or "not sure"), 4=Agree, 5=Strongly Agree.

	1 - Strongly disagree	2	3	4	5 - Strongly agree
The City should establish its own broadband service to compete with existing providers	◯	◯	◯	◯	◯
The City should work to bring in a new private broadband provider to compete with existing providers	◯	◯	◯	◯	◯
The City should take no action with respect to broadband infrastructure	◯	◯	◯	◯	◯

15. If the City provided multiple options of internet service providers with different levels of service in terms of speeds, how likely would you be to consider a new internet service on a scale of 1 to 5 with 1 = very unlikely and 5 = very likely?

1 - Very unlikely	2 - Somewhat unlikely	3 - Neutral	4 - Somewhat likely	5 - Very likely
◯	◯	◯	◯	◯

16. How much would you be willing to pay on a monthly basis for faster, more reliable internet service under this model? (Do not read)

- ◯ $0 - $19
- ◯ $20 - $39
- ◯ $40 - $69
- ◯ $70 - $99
- ◯ $100 - $149
- ◯ $150 - $199
- ◯ $200 - $299
- ◯ $300 or more
- ◯ Unsure

17. If establishing a new best-in-class private or public broadband service were to require an additional cost, how willing would you be to pay an annual fee on a temporary basis? Please answer where 1=Strongly Oppose, 2=Oppose, 3=Neutral, 4=Support, 5=Strongly Support

	1 - Strongly oppose	2 - Oppose	3 - Neutral	4 - Support	5 - Strongly support
Up to $200/year for five years	◯	◯	◯	◯	◯
Up to $400/year for five years	◯	◯	◯	◯	◯
Up to $800/year for five years	◯	◯	◯	◯	◯

City of Banning Residential Phone Survey

Thank you! The remaining questions are meant to capture household demographic information. This information will be anonymized so you cannot be individually identified.

18. What is your age?

19. What is your gender?

- ◯ Male
- ◯ Female
- ◯ Nonbinary
- ◯ Prefer not to answer

20. How many adults and how many children live in your household?

	Adults	Children
0	☐	☐
1	☐	☐
2	☐	☐
3	☐	☐
4 or more	☐	☐

21. What is your approximate annual household income? (Prompt if needed)

- ◯ Less than $25,000
- ◯ $25,000 to $49,999
- ◯ $50,000 to $74,999
- ◯ $75,000 to $99,999
- ◯ $100,000 to $149,999
- ◯ $150,000 to $199,999
- ◯ $200,000 or more
- ◯ Prefer not to answer

22. What races/ethnicities are represented in your household? (Check all that apply)

- ☐ Black/African American
- ☐ Asian/Asian American
- ☐ Hispanic/Latino
- ☐ Native American/Indigenous American
- ☐ White
- ☐ Middle Eastern/Arab American
- ☐ Native Hawaiian/Pacific Islander
- ☐ Prefer not to answer

23. Are you or anyone else living in your household a(n): (check all that apply)

- ☐ Veteran
- ☐ Individual with a disability
- ☐ Primarily a non-English speaker or have a language barrier
- ☐ Formerly incarcerated individual
- ☐ Actively enrolled in K-12 school
- ☐ A student in college or other higher education

Online business survey

The City of Banning is conducting a broadband feasibility study. We are assessing areas that are unserved and underserved by broadband infrastructure and developing recommendations for deployment. This process includes gathering data from stakeholders to help determine the greatest areas of need and gaps for future City development and growth.
Please complete this brief survey to help us gather important information for improving broadband coverage in the City.

* 1. Please provide your contact information.

Organization name

First and last name

Title

Email

* 2. What industry best describes your organization?

- ◯ Agriculture
- ◯ Construction and manufacturing
- ◯ Education
- ◯ Entertainment
- ◯ Finance
- ◯ Food industry
- ◯ Other (please specify)
- ◯ Health care
- ◯ Non-profit
- ◯ Real estate
- ◯ Retail
- ◯ Technology
- ◯ Transportation

* 3. How many employees does your business have?

- ◯ 1 to 4
- ◯ 5 to 9
- ◯ 10 to 19
- ◯ 20 to 49
- ◯ 50 to 99
- ◯ 100 to 199
- ◯ 200 or more

* 4. How important is broadband to your business?

Not important	Slightly important	Moderately important	Very important	Extremely important
◯	◯	◯	◯	◯

* 5. Who is your internet service provider?

- ◯ Frontier Communications
- ◯ Charter Spectrum
- ◯ T-Mobile
- ◯ Don't know
- ◯ Other (please specify)

* 6. How much do you pay per month for your internet service?

- ◯ Under $100
- ◯ $100-$249
- ◯ $250-$499
- ◯ $500-$999
- ◯ $1,000 or more
- ◯ Don't know

7. How does your organization rely on broadband services to serve clients or customers?

* 8. What download and upload speed does your business **currently** subscribe to?

- ◯ 100/20 Mbps
- ◯ 500/100 Mbps
- ◯ 500/500 Mbps
- ◯ 1 GB/1 GB
- ◯ 10 GB/10 GB
- ◯ Other (please specify)

* 9. If you could upgrade to higher download and upload speeds, what would you select?

- ☐ 100/20 Mbps
- ☐ 500/100 Mbps
- ☐ 500/500 Mbps
- ☐ 1 GB/1 GB
- ☐ 10 GB/10 GB
- ☐ Other (please specify)

10. How many devices are connected to your broadband network?

- ◯ 1 to 10
- ◯ 11 to 20
- ◯ 21 to 50
- ◯ 51 or more

11. What are the business applications for broadband that are important to you? Please rank in order of importance.

- ☰ ☐ Email and other communications
- ☰ ☐ Data uploads to servers
- ☰ ☐ E-commerce
- ☰ ☐ Enterprise or cloud software needs
- ☰ ☐ Videoconferencing
- ☰ ☐ Other

12. How could better broadband accessibility and performance improve your business?

* 13. Do you think that businesses in the City generally have robust broadband with enough bandwidth?

- ◯ Yes
- ◯ No
- ◯ Not sure

14. How important are the following aspects of your business internet service?

	1 - Not at all	2 - Slightly	3 - Moderately	4 - Very	5 - Extremely
Speed of connection	◯	◯	◯	◯	◯
Reliability	◯	◯	◯	◯	◯
Technical support service	◯	◯	◯	◯	◯
Overall customer service	◯	◯	◯	◯	◯
That I have other options for business service	◯	◯	◯	◯	◯

15. How satisfied are you with the following aspects of your current business internet service?

	1 - Not at all	2 - Slightly	3 - Moderately	4 - Very	5 - Extremely
Speed of connection	○	○	○	○	○
Reliability	○	○	○	○	○
Technical support service	○	○	○	○	○
Overall customer service	○	○	○	○	○
That I have other options for business service	○	○	○	○	○

Appendix C: Stakeholder outreach questions

Internet service providers

1. Name of organization:

2. Name, title, role of person(s):

3. Description of the service area and current network infrastructure
   Detailed information about geographic, demographic, general coverage size

   Network technology and architecture, especially for wireless providers

4. Description of any specific market segments targeted or served
   Approximate number of customers served, broken down by market segment

   Low-income service offerings

5. Description of current federal or state grant-funded infrastructure projects in the City:
   Location

   Expected number of passings

   Timeline/completion dates

6. Assets:
   What assets or infrastructure do you own, lease, or use in the City?

   Are these assets available for others to use?

7. New developments/businesses:
   Are you aware of the new developments for housing and potential new businesses coming to the City?

   Are you planning to extend your infrastructure to accommodate these locations?

   Any specifics on technology or service plans?

8. Barriers:
   What barriers has your company encountered to investment in broadband infrastructure and expanding or improving service in the City?

   How do you believe the City can help to mitigate any of those barriers?

   What areas of the City do you believe are the most unserved or underserved?

Education and libraries

1. Name of organization:

2. Name, title, role of person(s):

3. Current broadband service:
   Who is your internet service provider?

   Do you have Gigabit symmetrical service?

   Are you satisfied with your service?

   If you're not satisfied, what are the key issues?

   Do you experience any drops in service, or slow speeds?

   Do you have access to fiber?

4. Competition:
   Do you have enough choices of broadband providers in Banning?

   Would you like to see more competition? If so, why?

5. City-owned FTTP:
   Are you in favor of establishing a City-owned fiber network?

   What aspects of it would be appealing or unappealing to you?

6. Future development:
   Given there is a lot of development happening across the City, how do you perceive that impacting/changing the services you provide?

   Will the new developments affect your broadband needs?

   Does your service meet your anticipated future needs? (more bandwidth)

7. Areas of need:
   From your perspective, which areas of the City have the most need for improved broadband service?

   Why do you think these areas have remained unserved or underserved?

   Is lack of quality broadband service a hindrance to expansion or investment in any parts of Banning? Which areas?

8. Broadband gaps:
   Where do you see the most significant broadband gaps for students/families or library patrons?

   Do you have data to document this gap? (poor service, high cost, etc.)

9. Libraries:
   If you know of individuals/families without internet at home, do you have programs for expanded Wi-Fi or device access like hotspots, computer or tablet programs, or free Wi-Fi areas, to bridge this gap?

   Who typically uses computers at your library? How many people/week or month?

   How many hotspots do you have available for loan? How frequently are they rented out?

10. Schools:
    Do you have a 1:1 computer program at Banning Public Schools?

    Do you have programs for expanded Wi-Fi or device access like hotspots?

    Who typically loans out your hotspots/other technology? How many people/week or month?

11. Barriers to:
    Getting affordable, high-speed broadband internet service at home

    Access to reliable and affordable devices and tech support for those devices

    Access to adaptive technology, devices and content to meet the needs of your constituents

All other stakeholder meetings (business and economic development, government, Tribal)

1. Name of organization:

2. Name, title, role of person(s):

3. Current broadband service:
   Who is your internet service provider?

   Are the City's needs met by its current service? What are the priorities?

   Do you have Gigabit symmetrical service? If not, what level of service do you have?

   Are you satisfied with your service?

   If you're not satisfied, what are the key issues?

   Do you experience any drops in service, or slow speeds?

   Do you have access to fiber?

   Are there other needs such as public safety?

4. Competition:
   Do you have enough choices of broadband providers in Banning?

   Would you like to see more competition? If so, why?

5. City-owned FTTP:
   Are you in favor of establishing a City-owned fiber network?

   What aspects of it would be appealing or unappealing to you?

   What network features would you want or need? (i.e., speeds, price point, funding model for the network, P3)

6. Future development:
   Given there is a lot of development happening across the City, how do you perceive that impacting/changing the services you provide?

   Will the new developments affect your broadband needs?

7. Areas of need:
   From your perspective, which areas of the City have the most need for improved broadban

Are there any disadvantaged areas of the City that might benefit from more affordable service or other offerings catered to their needs?

Why do you think these areas have remained unserved?

Is lack of quality broadband service a hindrance to expansion or investment in any parts of Banning? Which areas?

Which businesses/industries are most affected and how?

8. Use cases:
   Among your constituents, workers, or customer base, what are the greatest needs related to broadband? (Remote work, affordability, access, speed, telehealth, etc.)

9. Partnerships:
   Where do you see opportunities for synergies or partnerships for your organization to explore?

   What potential partnerships (between the City, other public entities, businesses, service providers, private entities, and/or nonprofits) may resolve issues you have observed related to broadband access?

CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Arturo Vela, Acting City Manager**
PREPARED BY:	**Shah Nawaz, Deputy Water/Wastewater Director** **Art Vela, Acting City Manager**
MEETING DATE:	**August 26, 2025**
SUBJECT:	**Authorization to Apply for Bureau of Reclamation's Drought Resiliency Program Grant Funding for the Installation of a New Municipal Well C-9.**

RECOMMENDATION:

Authorize the submittal of a grant application to the Bureau of Reclamation's Drought Resiliency Program for the installation of a new municipal Well C-9.

BACKGROUND:

The City relies on a combination of groundwater wells and imported water to meet its potable water demands. The Bureau of Reclamation (BOR) administers the Drought Resiliency Program, which provides funding to water suppliers for infrastructure improvements that increase water supply reliability, enhance drought preparedness, and mitigate the impacts of future water shortages. Eligible projects include the construction of new wells to diversify and strengthen local water supplies.

City staff have identified the drilling of a new municipal well as a priority project that aligns closely with the goals of the BOR program. This well would improve the City's ability to meet peak demand, reduce reliance on imported water, and provide greater operational flexibility in times of drought or emergency.

JUSTIFICATION:

Applying for and securing BOR Drought Resiliency Program grant funding will:

- Increase Water Supply Reliability
- Enhance System Redundancy and Resiliency
- Leverage External Funding
- Support Long-Term Sustainability Goals

A new well will provide an additional, independent water source and will allow the City to better manage peak demands, conduct maintenance on existing wells without service interruptions, and respond more effectively to emergency situations. The BOR grant could offset a substantial portion of project costs, allowing the City to implement a critical infrastructure improvement with reduced impact to the Water Fund and ratepayers. By expanding groundwater production capacity, the City will be better positioned to maintain compliance with the water quality regulations (e.g., Chromium-6), meet the 2018 Integrated Master Plan (IMP) objectives, and adapt to future supply challenges.

FISCAL IMPACT:

A proposal in the amount of $20,100 was received from Engineering Solutions Services (ESS) to prepare and submit the City's application for the BOR's Drought Resiliency Program grant. ESS is currently under a multi-year contract with the City to provide grant research, writing, and management services.

The cost of this proposal will be funded through the Water Fund, Account No. 661-6300-471.95-08.

ALTERNATIVES:

Do not Authorize staff to apply for the BOR grant funding opportunity.

BUDGETED?:

Yes

CONTRACT/AGREEMENT:

No

ATTACHMENTS:

1. Banning - BOR DRP 2025 - Project Proposal 20250702.pdf

Art Vela, PE
Director of Public Works
City of Banning
99 E. Ramsey Street

July 22, 2025

Re: Proposal to Provide Grant Writing Services for Bureau of Reclamation Grant Opportunity

Dear Art,

Thank you very much for the opportunity to submit this proposal to prepare a grant application on behalf of the City of Banning (City) for the Bureau of Reclamation (Reclamation) Drought Resiliency Program (DRP) for a well installation project (Project). Engineering Solutions Services, Inc. (ESS) has a high success rate (over 95% success rate) in obtaining funding from Reclamation and will use this expertise to write a highly competitive application on behalf of the City.

ESS team members bring their extensive experience in preparation of successful grant application packages for the Reclamation grant programs and our team of technical experts are available and committed to preparing a credible and successful application package highlighting the Project' elements matching the grant focus.

We look forward to the preparation of this grant application and I can be reached at any time on my cell (949) 637-1405 or by email at sudi@engineeringsolutionsservices.net should you have any questions.

Sincerely,

S. Shoja

Sudi Shoja, PE
Principal

Scope of Work

The below listed scope of work is outlines the steps required to submit a successful grant application to the FY26 Bureau of Reclamation Drought Resiliency Program (DRP).

Task 1: Project Management

1.1 Kick-off meeting to discuss the project.
1.2 On-going meetings (internal and with City) until Project application is submitted.

Task 2: Grant Application

2.1. Develop list of information needed and review received information and guidelines.

2.2. Prepare Application Template, Narrative, Sample Resolutions and Support Letters.

2.3. Prepare Budget, Schedule and Forms.

2.4. QA/QC and Submit App Package for City's Review.

2.5. Revise Application Based on Feedback from City.

2.6. Finalize and Submit Application on behalf of City.

Schedule

The below schedule outlines the milestones and estimated timing for the application development and submission.

Description	Estimated Schedule	Responsible Party
Notice of Funding Opportunity is Announced/Notice to Proceed is Issued	Week 1	Reclamation/City
Kick of Meeting and Preparation of a List of Required Information from City	Week 1	ESS
Establish submittal process	Week 1	ESS
Prepare project schedule and budget based on available information from City	Week 2	ESS/City
Draft technical proposal section	Weeks 2-3	ESS
Draft evaluation criteria sections	Weeks 2-3	ESS
Finalize draft and submit to City for review	Week 4	City
Review comments received, participate in a conference call to resolve and finalize the application	Weeks 5-6	City
Submit application	Week 6	ESS
Respond to questions from BOR	Post submittal	City/ESS

*ESS will adjust the timeline to meet the grant submittal requirements as needed.

Cost

ESS proposes to prepare the application for the proposed Reclamation grant based on the below estimate.

BOR Drought Resiliency Program FY26- Level of Effort						
		Labor Hours				
Task Item		Principal	Grant Expert/QA/QC	Support Lead	Total Hours	Total Cost per Task
Hourly Rates		$ 218	$ 225	$ 188		
Task 1 Project Management						
1.1 Project Management/Meetings over application period	Hours	2	2	2		
Subtotal of Task 1	**Hours**	**2**	**2**	**2**	**6**	
	Fee	**$ 436**	**$ 450**	**$ 376**		**$ 1,262**
Task 2 Grant Application						
2.1. Develop list of information needed and review received information and guidelines.	Hours	2	8	2	12	
2.2. Prepare Application Template, Narrative, Sample Resolutions and Support Letters.	Hours	8	24	4	36	
2.3. Prepare Budget, Schedule and Forms.	Hours	2	2	8	12	
2.4. QA/QC and Submit App Package for City's Review.	Hours	2	6	2	10	
2.5. Revise Application Based on Feedback from City.	Hours	8	4	4	16	
2.6. Finalize and Submit Application on behalf of City.	Hours			2	2	
Subtotal of Task 2	**Hours**	**22**	**44**	**22**	**88**	
	Fee	**$ 4,796**	**$ 9,900**	**$ 4,136**		**$ 18,832**
TOTAL PROJECT HOURS		**24**	**46**	**24**		
Contingency						
Subtotal:						$ -
ESTIMATED TOTAL PROJECT COSTS		**$ 5,232**	**$ 10,350**	**$ 4,512**		**$ 20,100**

CITY OF BANNING
STAFF REPORT

TO: **CITY COUNCIL**

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

PREPARED BY: **Art Vela, Acting City Manager**

MEETING DATE: **August 26, 2025**

SUBJECT: **Approval of Amendment No. 1 to the Professional Services Agreement for Various Financial Management and Process Improvement Consulting Services By and Between the City of Banning and Russ Branson Consulting**

RECOMMENDATION:

Approval of Amendment No. 1 to the Professional Services Agreement with Russ Branson

BACKGROUND:

On August 14, 2025, the City entered into a Professional Services Agreement with Russ Branson Consulting to assist the City in assessing and addressing deficiencies in its Utility Billing system and to provide financial management consulting support. The scope of work to be performed by Russ Branson Consulting includes assessment and improvement recommendations for the City's Utility Billing System; support to the Finance Director to bring accounting records current and in compliance with professional standards; and assistance with other finance-related projects and the potential to present findings publicly.

The Consultant was selected due to Consultant's extensive experience (see Attachment 3) performing the services needed by the City. The Consultant's experience includes, but is not limited to, serving as the Finance Director for the City of Roseville, CA which also had an Electrical Utility. The Consultant participated in two interviews prior to being selected by the City to perform the necessary work. The Agreement was awarded to the Consultant pursuant to the emergency purchasing provisions of the City's Procurement Policies and Procedures (Policy No. B-30).

JUSTIFICATION:

In accordance with the Procurement Policies, the initial Agreement limited the compensation to a not-to-exceed limit of $25,000, the maximum allowed under City Manager signing authority. This was done to immediately engage the Consultant to provide the necessary services to the City. Due to current workload demands, the City Manager is no longer able to dedicate the same level of attention to Utility Billing issues as was possible during his tenure as Public Works Director. Additionally, the Administrative Services Director must now focus on critical year-end responsibilities, including the closeout of Fiscal Year 2024-25 and support for the current audit of Fiscal Year 2023-24.

Given the complexity of the Utility Billing system and ongoing compliance requirements related to State, Federal, and Generally Accepted Accounting Principles (GAAP), it is anticipated that additional time and resources will be necessary to continue this work effectively. The previously authorized expenditure of $25,000 will not be sufficient to address these needs.

To ensure continuity of operations and maintain accurate and improved timeliness of utility billing, compliance with all applicable financial reporting standards, and enhanced support for internal processes within the Finance Department, staff recommends increasing the expenditure authority accordingly.

An increase in total compensation to a revised total of Ninety-Five Thousand Dollars ($95,000) is warranted.

Pursuant to Section 7 of the original Agreement and Article 4, Section 13 of the City's Procurement Policies and Procedures (Policy No. B-30), changes involving an increase in compensation over $25,000 must be approved by the City Council. The proposed First Amendment amends Section 9.01 of the Agreement accordingly to reflect this change.

FISCAL IMPACT:

Approval of the amendment will increase the maximum authorized expenditure under the Agreement from $25,000 to $95,000. An appropriation in the amount of $95,000 to Account No. 001-1900-412.33-11 (Fiscal Services - Professional Services) is required to fund the PSA.

ALTERNATIVES:

Do not approve and provide staff with direction.

BUDGETED?:

No

CONTRACT/AGREEMENT:

Yes

ATTACHMENTS:

1. Branson resume (1).pdf
2. Amendment No. 1 PSA Russ Branson.docx
3. Executed Contract with Russ Branson.pdf

Russ Branson

545 W 111th Street, #3I • New York, NY 10025 • 916-747-7834 •
russ@russbransonconsulting.com

EXPERIENCE

RUSS BRANSON CONSULTING
Founder September 2019 to Present

Leader of consulting practice servicing municipal clients in analyzing and addressing issues of poor fiscal condition, work force issues, budget forecasting, and organizational assessment. In this capacity, Mr. Branson works cooperatively with clients to identify and address the most intractable issues facing governmental agencies today. Clients include special districts, cities, and counties.

PUBLIC FINANCIAL MANAGEMENT (PFM)
Director October 2013-August 2019

Responsible for growing the Municipal and Budget Consulting (MBC) practice for PFM in the western United States. PFM's MBC practice works with a variety of municipal clients on strategic consulting issues related to all aspects of municipal governance and budget management. In this role, Mr. Branson has led engagements focused around long-term budget forecasts and financial planning, utility capital facility financing, organizational analysis, and workforce support analysis. Mr. Branson is responsible for generating work, managing completion of consulting assignments, and maintaining positive client relations. Has presented results of work to City Councils, County and special district boards, and State legislators.

CITY OF ROSEVILLE
Assistant City Manager (ACM)/Treasurer April 2000-October 2013

On a team with the City Manager and one other ACM, oversaw the operations of the City of Roseville. Had responsibility over the Human Resources, Information Technology, Central Services (fleet maintenance, building maintenance, purchasing), and City Clerk departments. Oversaw all aspects of the Finance department as well as the issuance and tracking of City debt, meter reading, and utility billing. Was the City's Treasurer for all cash management and investment of $500 million in idle funds. Also held positions of Administrative Services Director/Treasurer and Finance Director/Treasurer during this time period.

Accomplishments in this position include:

- Worked closely with four City Managers, providing consistent support for City success
- Oversaw Human Resources, IT, Central Services, Finance, and City Clerk department heads
- Worked closely with Electric Utility on risk management and financing of the gas-fired power plant and gas pre-pay bonds
- Worked with Environmental Utilities on bond financing for the sewer treatment plant and rate and fee studies
- Successfully managed City finances through economic crisis by recognizing coming issues early and providing budget solutions in a proactive fashion
- Oversaw issuance of wastewater, water, electric, and special tax debt issuance of nearly $2 billion that facilitated economic development of City

- more -

- Identified financing for major downtown infrastructure, landscaping, and park improvements.
- Built strong relationships in local and regional community by solving development issues and being responsive to needs of regional partners and local media
- Negotiated compensation decreases with five labor unions during 2008 and 2009
- Provided support to 15 operating departments in all facets of municipal finance, functioning as an in-house consultant
- Received excellence awards in budget and financial reporting from the Government Finance Officers Association and Calif. Society of Municipal Finance Officers eight consecutive years

ECONOMIC AND PLANNING SYSTEMS
Principal December 1988-March 2000

EPS is a large urban economics consulting firm with offices in Berkeley, Sacramento, and Denver. Performed work across many disciplines, including: establishment of special financing districts, impact fee studies, wastewater rate studies, market analysis, fiscal studies, school funding, infrastructure financing plans, and redevelopment plans. Accomplishments included:

- Grew the Sacramento office from two employees to more than 25 over a ten-year period
- Maintained ten to fifteen active client relationships at any given time
- Collaborated with public sector staff, land use/bond attorneys, engineers, planners, developers, and the public statewide to accomplish client goals
- Managed professional staff across disciplines and between various EPS offices

PROFESSIONAL INVOLVEMENT

- Member, California Society of Municipal Finance Officers (CSMFO)
- Former Board Member, Local Agency Investment Board (LAIB). Appointed by CA State Treasurer
- Teach annual course through UC Davis Extension entitled "Financial Aspects of Planning"
- Audit Committee Member, One-Community Health in Sacramento, CA

AWARDS

- Sacramento Business Journal Public Agency CFO of the Year, 2012
- California Public Securities Association Award of Excellence in Public Finance, 2013

E D U C A T I O N

California State University, Sacramento May 1990
Master of Business Administration

California State University, Sacramento May 1980
Bachelor of Arts, Psychology

References available upon request

FIRST AMENDMENT TO
THE PROFESSIONAL SERVICES AGREEMENT (C00####)
FOR VARIOUS FINANCIAL MANAGEMENT AND PROCESS IMPROVEMENT
CONSULTING SERVICES BY AND BETWEEN
THE CITY OF BANNING AND RUSS BRANSON CONSULTING

This FIRST AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT FOR VARIOUS FINANCIAL MANAGEMENT AND PROCESS IMPROVEMENT CONSULTING ("Amendment") is made and entered into as of August 26, 2025 ("Effective Date"), by and between CITY OF BANNING, a municipal corporation whose address is 99 E. Ramsey Street, Banning California 92220 ("City") and Russ Branson D.B.A Russ Branson Consulting, an individual whose address is 545 W 111th Street, #31 New York, NY 10025 ("Consultant"). City and Consultant are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

RECITALS

WHEREAS, in accordance with the City of Banning's Administrative Procedures, Policy No. B-30 Procurement Policies & Procedures, Subsection 13-100, originally adopted on June 27, 2017, and most recently amended on January 28, 2025, the Parties entered into that certain AGREEMENT FOR PROFESSIONAL SERVICES FOR VARIOUS FINANCIAL MANAGEMENT AND PROCESS IMPROVEMENT CONSULTING SERVICES dated _____, 2025 ("Agreement"); and

WHEREAS, Subsection 13-100(4) of the Procurement Policies and Procedures allows the City Manager to execute the Agreement for an amount up to Twenty-Five Thousand Dollars ($25,000) and requires City Council approval within Thirty (30) days for amounts exceeding the Twenty-Five Thousand Dollars ($25,000) threshold; and

WHEREAS, pursuant to Section 7 of the Agreement, City shall have the right during the performance of the services, without invalidating the Agreement, to order extra work beyond that specified in the Agreement or make changes by altering, adding to or deducting from said work; and

WHEREAS, pursuant to Section 9.01 of the Agreement, the total fees and charges paid by City to Consultant under the Agreement shall not exceed the amount of Twenty-Five Thousand Dollars ($25,000); and

WHEREAS, pursuant to Section 42 of the Agreement, any modification to the Agreement will be effective only if in writing and signed by both Parties.

WHEREAS, the Parties desire to amend the Agreement to increase the maximum compensation payable to Consultant from Twenty-Five Thousand Dollars ($25,000) to Ninety-Five Thousand Dollars ($95,000); and

WHEREAS, the City Council of the City of Banning has approved this Amendment and the increase in compensation at its meeting held on August 26, 2025.

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:

1. **Incorporation of Recitals.** The Parties hereby agree that the recitals set forth in this Amendment are deemed incorporated into this Amendment and the Agreement by this reference.

2. **Definitions.** All capitalized terms used but not defined in this Amendment shall have the meanings ascribed to them in the Agreement.

3. **Amendment to Section 9.01.** The Parties hereby agree that Section 9.01 of the Agreement is hereby amended and restated in its entirety to read as follows:

> "9.01 Consultant shall be paid at the rate of Two-Hundred Fifty Dollars ($250) per hour and shall not increase any rate without the prior written consent of the City. If Consultant needs to be onsite, at the request of the City, Consultant will be reimbursed for appropriate travel related costs. Notwithstanding anything in this Agreement to the contrary, total fees and charges paid by City to Consultant under this Agreement will not exceed the amount of Ninety-Five Thousand Dollars ($95,000)."

4. This Amendment shall become effective as of the Effective Date first written above.

5. All other terms of the Agreement not expressly amended by this Amendment shall remain in full force and effect.

6. This Amendment shall be governed by the laws of the State of California. Any legal action arising from or related to this Amendment shall be brought in the state or federal courts of the State of California in and for the County of Riverside.

[SIGNATURE PAGE BELOW]

IN WITNESS WHEREOF, the Parties hereby have made and executed this Amendment to be effective as of the day and year first above written.

CITY OF BANNING

By: _____

Title: _____

Date: _____

RUSS BRANSON

By: _____

Title: _____

Date: _____

ATTEST:

_____
City Clerk

Approved As To Form:

_____
City Attorney

PROFESSIONAL SERVICES AGREEMENT (C00####)
FOR VARIOUS FINANCIAL MANAGEMENT AND PROCESS IMPROVEMENT CONSULTING

BY AND BETWEEN

THE CITY OF BANNING

AND

Russ Branson Consulting

AGREEMENT FOR PROFESSIONAL SERVICES (C00###) FOR VARIOUS FINANCIAL MANAGEMENT AND PROCESS IMPROVEMENT CONSULTING BY AND BETWEEN CITY OF BANNING AND RUSS BRANSON CONSULTING

THIS AGREEMENT FOR PROFESSIONAL SERVICES (herein "Agreement") is made and entered into this 13th day of August, 2025 by and between the CITY OF BANNING, a municipal corporation whose address is 99 E. Ramsey Street, Banning California 92220 ("City") and Russ Branson Consulting, a sole-proprietor whose address is 545 W 111th Street, #31 New York, NY 10025("Consultant"). City and Consultant are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

RECITALS

A. In accordance with the City of Banning's Administrative Procedures, Policy No. B-30 Procurement Policies & Procedures, originally adopted on June 27, 2017, and most recently amended on January 28, 2025, the City may engage in emergency purchasing as outlined in Article 4, Section 13 – Emergency Purchasing. Pursuant to this authority, the City has conducted interviews and reference checks to secure consulting services related to Utility Billing and Finance Management, as further described in Section 1 of this Agreement.

B. Consultant, following informal outreach and two interviews, was selected by the City to perform the services described herein.

C. City has authority to enter into this Agreement pursuant to the City of Banning's Municipal Code and their Procurement Policies and Procedures Manual.

D. The Parties wish to formalize the selection of Consultant to perform the services defined in Section 1 of this Agreement and to set forth the terms and conditions governing such performance. .

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:

1. Scope of Services. In compliance with all terms and conditions of this Agreement, the Consultant shall provide those services specified in the "**Exhibit "A"** and incorporated herein by this reference, which services may be referred to herein as the "services" or "work" hereunder and which relate to the troubleshooting of the Utility Billing system and processes and for

assistance to the Finance Director in bringing its accounting records both current and in conformance with state, federal and professional standards. Consultant may perform additional services as requested by City. As a material inducement to the 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 work and services contemplated herein. Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. Consultant covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials will be of good quality, fit for the purpose intended. For purposes of this Agreement, the phrase "highest professional standards" shall mean those standards of professional practice recognized by the relevant industries.

2. Compliance with Law. Consultant shall keep itself informed concerning, and shall render all services hereunder in accordance with all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental entity having jurisdiction in effect at the time service is rendered.

3. Licenses, Permits, Fees and Assessments. Consultant shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Consultant shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Consultant's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless City, its officers, employees or agents of City, against any such fees, assessments, taxes penalties or interest levied, assessed or imposed against City hereunder.

4. Familiarity with Work. By executing this Agreement, Consultant warrants that Consultant (i) has thoroughly investigated and considered the scope of services to be performed, (ii) has carefully considered how the services should be performed, and (iii) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, Consultant warrants that Consultant has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder. Should the Consultant discover any latent or unknown conditions, which will materially affect the performance of the services hereunder, Consultant shall immediately inform the City of such fact and shall not proceed except at City's risk until written instructions are received from the Contract Officer (as defined in Section 17).

5. Care of Work. The Consultant shall adopt reasonable methods during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers,

documents, plans, studies and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the work by City, except such losses or damages as may be caused by City's own negligence.

6. 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 for the service of the other.

7. Additional Services. City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in this agreement or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the Consultant, incorporating therein any adjustment in (i) the Contract Sum, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Consultant. Any increase in compensation of up to $25,000, or in the time to perform 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 the City Council.

8. 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 desk, filing cabinets, and conference space ("City Facilities"), as may 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 computer, long distance telephone, network data, internet or other communication charges, vehicles and reproduction facilities.

9. Compensation.

9.01 Consultant shall be paid at the rate of Two-Hundred Fifty Dollars ($250) per hour and shall not increase any rate without the prior written consent of the City. If Consultant needs to be onsite, at the request of the City, Consultant will be reimbursed for appropriate travel related costs. Notwithstanding anything in this Agreement to the contrary, total fees and charges paid by City to Consultant under this Agreement shall not exceed the amount of Twenty-Five Thousand Dollars ($25,000)

9.02 Consultant shall not be compensated for any services rendered nor reimbursed for any expenses incurred in excess of those authorized unless approved in advance by the City, in writing.

9.03 Consultant shall submit to City monthly invoices for the services rendered. City shall have the right to review and audit all invoices prior to or after payment to Consultant. This review and audit may include, but not be limited to City's:

a. Determination that any fee charged is consistent with this Agreement's approved rate schedule;

b. Determination that the fees charged are correct;

c. Determination that each item charged is the usual, customary, and reasonable charge for the particular item. If City determines an item charged is greater than usual, customary, or reasonable, or is duplicative, ambiguous, excessive, or inappropriate, City shall either return the bill to Consultant with a request for explanation or adjust the payment accordingly and give notice to Consultant of the adjustment.

9.04 Payment to Consultant for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Consultant.

10. Time of Essence. Time is of the essence in the performance of this Agreement.

11. Schedule of Performance. Consultant shall commence the services pursuant to this Agreement and shall perform all services within the time period(s) generally established by the City project manager and in conjunction with the Consultant.

13. Force Majeure. The performance time period(s) agreed to between the City and Consultant pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Consultant, including, but not restricted to, acts of God or of the 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 the City, if the Consultant shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes of the delay.

14. Term. Unless earlier terminated in accordance with this Agreement, 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. Maximum term and any subsequent amendment or modification shall not exceed five (5) years.

15. Representatives and Personnel of Consultant. The following principals of Consultant (Principals) are hereby designated as being the principals and representatives of Consultant authorized to act in its behalf with respect to the work specified herein and make all decisions in connection therewith:

Russ Branson	Principal
(Name)	(Title)

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing principals were a substantial inducement for City to enter into this Agreement. Therefore, the foregoing principals 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.

16. Status of Consultant. Consultant shall have no authority to bind City in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by City. Consultant shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees, or agents are in any manner officials, officers, employees or agents of City. Neither Consultant, nor any of Consultant's officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to City's employees. Consultant expressly waives any claim Consultant may have to any such rights.

17. Contract Officer. The Contract Officer shall be such person as may be designated by the City Manager. It shall be the Consultant's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the Consultant shall refer any decisions which must be made by City to the 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 to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

18. Independent Consultant. Neither the City nor any of its employees shall have any control over the manner, mode or means by which Consultant, its agents or employees, perform the services required herein, except as otherwise set forth herein. City shall have no voice in the selection, discharge, supervision or control of Consultant's employees, servants, representatives or agents, or in fixing their number, compensation or hours of service. Consultant shall perform all services required herein as an independent Consultant of City and shall remain at all times as to City a wholly independent Consultant with only such obligations as are consistent with that role.

Consultant shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City. City shall not in any way or for any purpose become or be deemed to be a partner of Consultant in its business or otherwise or a joint venture or a member of any joint enterprise with Consultant.

19. Prohibition against Subcontracting or Assignment. The experience, knowledge, capability and reputation of Consultant were a substantial inducement for the 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 the 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 the Consultant or any surety of Consultant of any liability hereunder without the express consent of City.

20. Insurance Coverages. Consultant hereby agrees to be solely responsible for the health and safety of its employees and agents in performing the services under this Agreement and shall comply with all laws applicable to worker safety including but not limited to Cal-OSHA. Therefore, throughout the duration of this Agreement, Consultant hereby covenants and agrees to maintain insurance in conformance with the requirements set forth below. Attached hereto as **Exhibit "B"** are copies of Certificates of Insurance and endorsements as required by Section 21.02. If existing coverage does not meet the requirements set forth herein, Consultant agrees to amend, supplement or endorse the existing coverage to do so. Consultant shall provide the following types and amounts of insurance:

20.01 Commercial general liability insurance in an amount of not less than $1,000,000 per occurrence and $2,000,000 in the aggregate; Consultant agrees to have its insurer endorse the general liability coverage required herein to include as additional insured's City, its officials, employees and agents.

20.02 Professional Liability Insurance (Errors & Omission – Technology Exposure – Other Considerations). Choose and check one: Required _X_ /Not Required _; Consultant will file with City, before beginning professional services, a certificate of insurance satisfactory to City evidencing professional liability coverage of not less than $1,000,000 per occurrence and $2,000,000 policy aggregate.

20.03 Business Auto Coverage in an amount no less than $1 million per accident. If Consultant or Consultant's employees will use personal autos in performance of the services hereunder, Consultant shall provide evidence of personal auto liability coverage for each such person.

20.04 Workers' Compensation coverage for any of Consultant's employees that will be providing any services hereunder. Consultant will have a state-approved policy form providing statutory benefits as required by California law. The provisions of any workers' compensation will not limit the obligations of Consultant under this Agreement. Consultant expressly agrees not to use any statutory immunity defenses under such laws with respect to City, its employees, officials and agents.

20.05 CYBER LIABILITY INSURANCE. REQUIRED IF CHECKED HERE ONLY [_X_] (Technology Professional Liability – Errors and Omissions), with limits not less than $2,000,000 per occurrence, and $2,000,000 aggregate or the full per occurrence limits of the policies available, whichever is greater. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Consultant in this Agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. Consultant will file with City, before beginning professional services, certificates of insurance.

21. General Conditions pertaining to Insurance Coverage.

21.01 No liability insurance coverage provided shall prohibit Consultant from waiving the right of subrogation prior to a loss. Consultant waives all rights of subrogation against City regardless of the applicability of insurance proceeds and shall require all Consultants and sub-consultants or subcontractors to do likewise.

21.02 Prior to beginning the services under this Agreement, Consultant shall furnish City with certificates of insurance, endorsements, and upon request, complete copies of all policies, including complete copies of all endorsements. All copies of policies and endorsements shall show the signature of a person authorized by that insurer to bind coverage on its behalf.

21.03. All required policies shall be issued by a highly rated insurer with a minimum A.M. Best rating of "A:VII"). The insurer(s) shall be admitted and licensed to do business in California. The certificates of insurance hereunder shall state that coverage shall not

be suspended, voided, canceled by either party, or reduced in coverage or in limits, except after thirty (30) days' prior written notice has been given to City.

21.04 Self-insurance does not comply with these insurance specifications. Consultant acknowledges and agrees that that all insurance coverage required to be provided by Consultant or any sub-consultants or subcontractor shall apply first and on a primary, non-contributing basis in relation to any other insurance, indemnity or self-insurance available to City.

21.05 All coverage types and limits required are subject to approval, modification and additional requirements by City, as the need arises. Consultant shall not make any reductions in scope of coverage (e.g. elimination of contractual liability or reduction of discovery period) that may affect City's protection without City's prior written consent.

21.06 Consultant agrees to provide immediate notice to City of any claim or loss against Consultant or arising out of the services performed under this Agreement. 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.

22. Indemnification. Consultant shall indemnify, defend (with counsel approved by City), and hold harmless City and City's elected officials, officers, directors, employees, agents, representatives, successors, and assigns (collectively, "City Indemnified Parties") from and against all damages, whether ordinary, direct, indirect, incidental, special, consequential, or exemplary, judgments, liabilities, fines, penalties, losses, claims, actions, demands, lawsuits, costs, and expenses (including, without limitation, reasonable attorneys' fees, expert costs, court costs, and defense costs) that arise from or relate to: (i) Consultant's negligent acts or omissions or willful misconduct in connection with this Agreement; (ii) Consultant's breach of the terms and conditions of this Agreement; or (iii) Consultant's failure to comply with applicable state, federal or local laws, rules, or regulations.

23. Records. Consultant shall keep, and require sub-consultants 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 "books and 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 documents 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 books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of three (3) years following completion of the services hereunder, and the City shall have access to such records in the event any audit is required. In the event of dissolution of Consultant's business,

custody of the books and records may be given to City, and access shall be provided by Consultant's successor in interest.

24. 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 the City is greatly concerned about the cost of work and 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 work or services contemplated herein or, if Consultant is providing design services, the cost of the project being designed, Consultant shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if Consultant is providing design services, the estimated increased or decreased cost estimate for the project being designed.

25. Ownership of Documents; Audit.

25.01 All draft and final reports, plans, drawings, studies, maps, photographs, specifications, data, notes, manuals, warranties and all other documents of any kind or nature prepared, developed or obtained by Consultant in connection with the performance of services performed for the City shall become the sole property of City, and Consultant shall promptly deliver all such materials to City upon request. At City's sole discretion, Consultant may be permitted to retain original documents, and furnish reproductions to City upon request, at no cost to City.

25.02 Subject to applicable federal and state laws, rules and regulations, City shall hold all intellectual property rights to any materials developed pursuant to this Agreement. Consultant shall not use such data or documents for purposes other than the performance of this Agreement, nor shall Consultant release, reproduce, distribute, publish, adapt for future use or any other purposes, or otherwise use, any data or other materials first produced in the performance of this Agreement, nor authorize others to do so, without the prior written consent of City.

25.03 Consultant shall retain and maintain, for a period not less than four years following termination of this Agreement, all-time records, accounting records and vouchers and all other records with respect to all matters concerning services performed, compensation paid, and expenses reimbursed. At any time during normal business hours and as often as City may deem necessary, Consultant shall make available to City's agents for examination all of such records and shall permit City's agents to audit, examine and reproduce such records.

26. Confidentiality and Release of Information.

26.01 All information gained or work product produced by Consultant in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Consultant. Consultant shall not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the Contract Officer.

26.02 Consultant, its officers, employees, agents or sub-consultants, 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 work 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.

26.03 If Consultant, or any officer, employee, agent or sub-consultant 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 attorney's fees, caused by or incurred as a result of Consultant's conduct.

26.04 Consultant shall promptly notify City should Consultant, its officers, employees, agents or sub-consultants 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 work performed there under. 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 said response.

27. Governing Law; Venue. 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.

28. Disputes; Default. In the event that City determines Consultant is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default. Instead, the City may

give notice to Consultant of the default and the reasons for the default. The notice shall include the timeframe in which Consultant may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, though not reduced, if circumstances warrant. During the period of time that Consultant is in default, the City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. In the alternative, the City may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Consultant does not cure the default, the City may take necessary steps to terminate this Agreement under this Section. Any failure on the part of the City to give notice of the Consultant's default shall not be deemed to result in a waiver of the City's legal rights or any rights arising out of any provision of this Agreement.

29. 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 are necessary to compensate City for any losses, costs, liabilities, or damages suffered by City, and (ii) 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. 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 the Consultant to insure, indemnify, and protect City as elsewhere provided herein.

30. Waiver. Waiver by any Party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any Party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or 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.

31. 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.

32. 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.

33. Termination of Agreement.

33.01 Notwithstanding any other provision of this Agreement, City, at its sole option, may terminate this Agreement with or without cause, or for no cause, at any time by giving thirty (30) days' written notice to Consultant.

33.02 In the event of termination, the payment of monies due Consultant for undisputed services performed prior to the effective date of such termination shall be paid within thirty (30) business days after receipt of an invoice as provided in this Agreement. Immediately upon termination, Consultant agrees to promptly provide and deliver to City all original documents, reports, and the like which are in the possession or control of Consultant and pertain to City.

34. Attorney's Fees. If either Party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with 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 attorney's fees. Attorney's fees shall include attorney's fees on any appeal, and in addition the Party entitled to attorney's 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.

35. Non-liability of City Officers and Employees. No officer or employee of the City shall be personally liable to the Consultant, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.

36. 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-consultant 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 the City shall have any financial interest, direct or indirect, 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. The 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.

37. 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.

38. 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 work and/or 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.

39. Notices. Any notice, demand, request, document, consent, approval, or communication either Party desires or is required to give to the other Party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the City, to the City Manager and to the attention of the Contract Officer, CITY OF BANNING, 99 East Ramsey Street, Banning, CA 92220 and in the case of the Consultant, to the person at the address designated on the execution page of this Agreement. Either Party may change its address by notifying the other Party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

40. 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.

41. 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.

42. Integration; Amendment. This Agreement including the attachments hereto is the entire, complete and exclusive expression of the understanding of the Parties. It is understood that there are no oral agreements between the Parties hereto affecting this Agreement and this Agreement supersedes 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 amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Consultant and by the City Council. The Parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

43. 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.

44. 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 said 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 said Party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the Parties.

[SIGNATURE ON FOLLOWING PAGE]

IN WITNESS WHEREOF the Parties hereto have executed this Agreement the day and year first hereinabove written.

CITY OF BANNING

Arturo Vela, Acting City Manager

8.14.25
Date

CONSULTANT

Name:

8/12/2025
Date Title:

Name:

Date Title:

Tax ID No.

ATTEST:

Sandra Calderon

8/14/2025
Date

City Clerk

APPROVED AS TO FORM:

John Pinkney, Date
City Attorney

8/17/25

EXHIBIT "A"
SCOPE OF WORK

Utility Billing System Assistance

Consultant is to complete an assessment of the Utility Billing systems and processes for the City's Electrical Utility and recommend options for speeding its recovery to a timely billing cycle.

After review of the recommended options by the City, Consultant may assist the City in implementing his recommendations.

Consultant may make presentations to the City Council and others in public meetings.

Financial Management Assistance

Consultant may complete various projects as assigned by the City's Finance Director to catch up the City's accounting systems and/or compliance with state, federal or general accounting principles.

EXHIBIT "B"
CERTIFICATES OF INSURANCE AND ENDORSEMENTS

[ATTACHED BELOW]

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/12/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER GRBM. Inc. 39 Old Doansburg Road Brewster NY 10509	**CONTACT NAME:** Gary R McCarthy **PHONE (A/C, No, Ext):** (845) 878-9293 **FAX (A/C, No):** (845) 878-3769 **E-MAIL ADDRESS:** service@grbminc.com	
	INSURER(S) AFFORDING COVERAGE	**NAIC #**
	INSURER A: Illinois Union Ins Co	27960
INSURED Russell Branson dba Russ Branson Consulting 545 \Nest 111th Street. #31 New York NY 10025-1982	**INSURER B:** At-Bay Specialty Insurance Company	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER·** **REVISION NUMBER"**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY ☐ PRO-JECT ☐ LOC OTHER						EACH OCCURRENCE	
							PREMISES (Ea occurrence)	
							MED EXP (Any one person)	
							PERSONAL & ADV INJURY	
							GENERAL AGGREGATE	
							PRODUCTS- COMP/OP AGG	
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE	
	UMBRELLA LIAB EXCESS LIAB OCCUR CLAIMS-MADE DED ☐ RETENTION						EACH OCCURRENCE	
							AGGREGATE	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) YIN If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					OTH-ER	
							EL EACH ACCIDENT	
							EL DISEASE - EA EMPLOYEE	
							EL DISEASE- POLICY LIMIT	
A	Professional Liability			EONCAF 150727142-006	09/04/2024	09/04/2025	Aggregate	$2,000,000
							Each Claim	$1,000,000
							Retention	$2,500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

B Cyber Liability Policy
- Insurer: At-Bay Specialty Insurance Company
- Policy Number AB-6720823-01
- Effective and Expiration Dates 08/07/2025 to 08/07/2026
-Aggregate Limit of Insurance $2,000,000

.....PROOF OF INSURANCE"""""""""""""""""""""""""

CERTIFICATE HOLDER

City of Banning
99 E. Ramsey Street
Banning, CA 92220

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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GEICO.
gaica.cam

Tel: 1-800-841-3000

GEICO General Insurance Company
P.O. Box 509090
San Diego, CA 92150-9090

Declarations Page

This is a description of your coverage.
Please retain for your records.

Policy Number: 6078-46-64-78
Coverage Period:
03-01-25 through 09-01-25
12:01 a.m. slandardlime al the address of the named insured.

Date Issued: January 25, 2025

RUSSELL K BRANSON AND CARYN M
COCHRAN
8608 GLENROY WAY
SACRAMENTO CA 95826-1738

Email Address: russbranson@gmail.com

Named Insured	Additional Drivers
Russell Kahale Lial Branson Caryn Michele Cochran	Tyler Grace Cochranbranson

Vehicle	Vehicle Location	Finance Company/ Lienholder
1 2016 Hyundai Elantra	KMHD35LHXGU299535 SACRAMENTO CA 95826-1738	

Coverages*	Limits and/or Deductibles	Vehicle 1
Bodily Injury Liability Each Person/Each Occurrence	$300,0001$500,000	$358.40
Property Damage Liability	$50,000	$200.60
Medical Payments	$5,000	$31.80
Uninsured & Underinsured Motorists Each Person/Each Occurrence	$30,0001$60,000	$62.40
Uninsured Motorists Property Damage	Insured Rejects	
Comprehensive (Excluding Collision)	$500 Ded	$39.20
Total Six Month Premium		**$692.40**

*Coverage applies where a premium or $0.00 is shown for a vehicle.

If you elect to pay your premium in installments, you may be subject to an additional fee for each installment. The fee amount will be shown on your billing statements and is subject to change.

Continued on Back

Discounts and Surcharges

Discounts

Anti-Theft Device (All Vehicles)
Passive Restraint/Air Bag (All Vehicles)
California Good Driver (All Vehicles)
Loyalty Persistency (All Vehicles)
Multi-Car (All Vehicles)

Surcharges

Accident and/or Conviction (Veh 1)

Group Insurance Plan:
Professional Group Insurance Plan

Contract Type: A30CA

Contract Amendments: ALL VEHICLES - A30CA SIGPGCW

Class: 0 -N -07SFO-39 T (VEH 1)

Important Policy Information

- No coverage is provided in Mexico.
- Reminder - Physical damage coverage will not cover loss for custom options on an owned automobile, including equipment, furnishings or finishings including paint, if the existence of those options has not been previously reported to us. This reminder does NOT apply in VIRGINIA, however, in Virginia coverage is limited for custom furnishings or equipment on pick-up trucks and vans but you may purchase coverage for this equipment. Please call us at 1-800-841-3000 or visit us at geico.com if you have any questions.
- Congratulations! Your policy qualifies for the Professional Group Insurance Plan and includes a savings of $188.00.
- A credit or discount has been applied to this policy: Multi-Car.
- Subject to the policy carrying Comprehensive and/or Collision Coverage, if a ***non-owned auto,*** in operation while leased or rented for a fee, has a Manufacturer Suggested Retail Price above $100,000, the limits of liability for **loss** to the ***non-owned auto*** is the highest of the ***actual cash value*** of any ***owned auto*** shown on the **Declarations page.**
- GEICO now offers a discount in California for advanced safety features factory-installed on many vehicles. Please be sure to review each of your vehicles on geico.com or call us at 1-800-841-3000 to confirm all applicable safety features are listed.
- For your protection, California law requires the following to appear on this form: "Any person who knowingly presents false or fraudulent information to obtain or amend insurance coverage or to make a claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison."
- In California, you have the right to designate one person to receive notices from GEICO if your policy is about to cancel or expire for non-payment. Your designee will not have any rights or benefits under your policy other than the right to receive the notice or make a payment. You can change or remove the designee at any time. If you would like to add, change or remove a designee from your policy, simply log into your account at geico.com or call us at 1-800-841-3000.

Continued on Next Page

Important Policy Information

- Claims incurred while an insured vehicle is being used to carry passengers for hire may not be covered by this contract. Please review the contract for a full list of exclusions and contact us if you plan to use any of your insured vehicles for this purpose.
- A Good Student Credit or Discount no longer applies to your 2016 HYUNDAI.
- Please verify that the coverages you requested are accurately reflected on your Declarations Page. Visit geico.com to review additional coverages and/or limits available to you.
- In accordance with Section 1872.87 of the California Insurance Code, in addition to your premium, a $).88 charge per vehicle is assessed to fund auto insurance fraud reduction initiatives. This charge is applied once per policy term per vehicle.
- The number of vehicles and drivers on your policy affects the calculation of your premium.

• The annual mileage figures applicable to the vehicles on your policy for the current and upcoming policy periods are:

Vehicle	Current Mileage	Upcoming Mileage
2016 Hyundai Elantra	12,000	12,000

CINCINNATI INSURANCE COMPANIES

The Cincinnati Insurance Company

POLICY NUMBER
U0I 1076549
Image 8

PERSONAL UMBRELLA LIABILITY DECLARATIONS

Policy Period: From 03/28/2025 To 03/28/2026
12 01 am. Standard Time at the Address of the Named Insured

Renewal

UOl 1076549
Named Insured & Address
Russell Brans on
Caiyn Cochran
545 W 111TH ST APT 31
NEW YORK, NY 10025-1961

County of NEW YORK

Please refer any questions to your agent:
USI Insurance Services LLC
725 RXRPLZ
UNIONDALE, NY 11556-3817
855-874-0888

Agency 31144 **Producer** Bradley Michael Ziegler

In the event of a claim, you may call your agent or The Cincinnati Insurance Company at 877-242-2544.

PAYOR -Account

Billing Method:	**Direct Bill**
Current Pay Plan:	**Annual Pay**
Total Premium:	**$248.00**

THIS IS NOT A BILL. You will receive a separate invoice if a premium charge or return is due.

LIMITS OF INSURANCE

a. Bodily Injury and Property Damage (per Each Occurrence)
b. Personal Injury (Aggregate) } $1,000,000

Excluding excess supplementary uninsured and underinsured motorist coverage.
(unless otherwise modified by endorsement)

The following credits have been applied to your policy:

Package Credit

BASIC PREMIUM SUBTOTAL $248.00

CINCINNATI INSURANCE COMPANIES

The Cincinnati Insurance Company

POLICY NUMBER
U0l 1076549
Image 8

PERSONAL UMBRELLA LIABILITY DECLARATIONS

Policy Period: From 03/28/2025 To 03/28/2026
12 01 am. Standard Time at the Address of the Named Insured

Renewal

OTHER COVERAGES, ENDORSEMENTS AND CHARGES

Personal Umbrella Liability Policy	UXl0lUM (8/15)
Important Notice to Policyholders Regarding Excess Uninsured and Underinsured Motorist Coverage - New York	AP451ANY (3/17)
Notice of Privacy Practices	Mll 659 (4/22)
New York Notice to Policyholders Serving In Active Military Duty	MI 1721NY0403
Notice To New York Senior Citizen Policyholders	MI1923NY (2/09)
Notice to Policyholders - New York	MI1989NY (10/11)
Automobile Limitation	UX306 (6/16)
Excess Supplementary Uninsured/ Underinsured Motorists Coverage Exclusion - New York	UX324NY (4/10)
Amendatory Endorsement - New York	UX420NY (6/23)

OTHER COVERAGES, ENDORSEMENTS AND CHARGES PREMIUM

TOTAL POLICY PREMIUM $248.00

SCHEDULE A- SCHEDULE OF UNDERLYING INSURANCE:
It is agreed by the Named Insured and their "resident relatives" that the following minimum limits of "underlying insurance" are in force as of the inception date of this policy and will be maintained during the term of this policy:

Underlying Insurance	Underlying Limit	
Personal Liability:		
Address: 545 W 111TH ST APT 3INEW YORK, NY 10025-1961		
Carrier: CIC		
Policy Number: C0l 1076549		
Bodily Injury, Personal Injury and Property Damage		
Combined	$1,000,000	each occurrence
and/ or		aggregate

IMPORTANT NOTICE TO POLICYHOLDERS REGARDING EXCESS SUPPLEMENTARY UNINSURED/UNDERINSURED MOTORISTS COVERAGE - NEW YORK

OFFER OF EXCESS SUPPLEMENTARY UNINSURED/UNDERINSURED MOTORISTS COVERAGE

This form will attach to and form a part of your umbrella liability policy and all subsequent renewal, reinstatement, replacement, rubstitution, amended, modified, transfer or replacement policies.

1. UNINSUREDAJNDERINSURED MOTORISTS COVERAGE

The purpose of this notice is to explain that y:,u can choose to purchase Excess Supplementary Uninsured/Underinsured Motorists Bodily Injury insurance:

- *h.* a limit that is from $1,000,000 to $10,000,000: or

Reject Bo:::ess Suppementary Uninsured/Underinsured Motorists Bodily Injury insurance entirely.

Keep in mind that if coverage is accepted, you must maintain full primary Uninsured/Underinrured Motorists Coverage limits equal to the Auto limits of Inrurance scheduled as underlying insurance on your policy or endorsement.

2. EXPLANATION OF COVERAGE

The coverage provided under E)Cess Supplementary Uninsured/Underinsured Mctorists Coverage is excess over any primary Uninsured/Underinsured Motorists Coverage you have purchased.

Please discuss with your insurc11ce agent any questions you may have about the coverage described in this notice and your coverage options.

AP451ANY (3/17)

NEW YORK NOTICE TO POLICYHOLDERS SERVING IN ACTIVE MILITARY DUTY

This is to notify you that you may designate an adult third-party to receive bills and other notices related to y:>ur insurance coverage, Slould y:>u be called to active milit.ry duty. In the event that you, as the named insured on the policy, are called to a:::tive military duty, complete this form and return it to yol.l" insurance agent.

_____ designate the following individual as my third-party designee for

Name of Insured (print)

insurance policy number: U01 1076549

_____

Name of third-party designee (print)

_____

Address

_____

City, Sta:e, Zip

_____

Phone Number

The authority *o1* the third-party designee may be revoked by the named insured, at any time, upon delivery of written notice from the insured to their insurance agent.

_____

Signature of Named Insured called to Active Military duty.

By signing below, I agree to become the insured's third-party designee. As a third-party designee, y:>u are not an insurea under the policy. You have been designated bytne insured as the person to receive bills and other notices related to their insurance coverage. Failure by ya.J, on the insured's behalf, or failure of the insured through you, to pay premium when due will res.JI! in the cancellation of the insured's inSJrance

---

Third-party Designee Signature

_____

Date

Suspension of Coverage

You have the option of suspending any insurance coverage, without penalty. If you elect to suspend y:>ur automobile insurance, you must comply with the conditions applicable to suspension, including surrender of registration and plates to the Department of Motor Vehicles.

By signing below, you the named insured, elect to suspend your inSJrance coverage for the time y:>u are on Active Military duty During the suspension period you _____

Named InSJred

will have no coverage under this policy. Coverage will not be reinstated until y:>u have sent written nctic:e to ya.Jr InSJranc:e Agent, along with any premium due to reinstate coverage.

_____

Effective date to SJspend cOJerage. Coverage will be SJspended at 12:01 A.M. local time on the date shown.

In the event the third-party designee withdraws **or** otherwise fails to carry out their responsibility to the named insured, the coverage will be canceled when premiums are not paid. In the event coverage is cancelled, The Cincinnati Insurance Company is reSponSible to send notice *o1* cancellation to the Third-Party Designee at the adcress provided herein.

MI 1721 NY 04 03

NOTICE TO POLICYHOLDERS - NEW YORK

(Direct Bill Policyholders only)

When premiums are not paid on time, we experience additional costs to keep your pd icy in force. These costs are addressed by service charges which are applied to y::,ur policy. The timely payment of your premium can prevent the following service charges from ever being applied to your balance:

1. The first time your policy cancellation is resdnded (meaning the cancellation nctice has been mailed, but we receive payment before the cancellation takes effect), we will waive the service charge. For each succeeding reseinded cancellation of your policy, a nominal $10 service charge will be applied to your installment.
2. The first time your policy is reinstated (meaning the cancellation has already taken effect), we will only add a nominal $10 service charge to keep your policy in force. For each succeeding reinstatement, a $25 service charge will be applied to your policy.
3. The first time a premium payment is returned due to Non-Sufficient Funds (NSF) for your policy, we will add a nominal $10 service charge to your installment. For each succeeding return of payment, a $25 service charge will be added to your installment.

Failure to pay any of the des:::ribed service charges when applied to y::,ur policy for any of the described circumstances will rerult in cancellation of your policy fcr nonpayment.

Please contact your agent with any questions.

MI1989NY (10/11)

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/04/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer riahts to the certificate holder in lieu of such endorsementrs l.

PRODUCER
StateFann
A.
Marc T edaldi
312E 93rd Street
New York, NY 10128

CONTACT NAME: Marc Tedaldi
PHONE (A/C, No, Ext): 212-427-3110 FAX (A/C, No): 212-427-3199
E-MAIL ADDRESS: marc.tedaldi .tzOv@state famr.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: State Farm Fire and Casualty Company	25143
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURERF:	

INSURED
RUSS BRANSON CONSULTING
545 W 11TH ST APT 31
NEW YORK, NY 10025

COVERAGES **CERTIFICATE NUMBER·** **REVISION NUMBER·**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURt\NCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PEFIOD INDICATED. NOTV\ITHSTANDNG ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT VMTH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SH0\11/N MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Tff	TYPE OF INSURANCE	W(S0	wv6	POLICY NUMBER	IMMIDDNYYYI	,MMDDNYYY,	LIMITS	
A	COMMERCIAL GENERAL LIABILITY Cll'dMS-MADE OCCUR GEN'LAGGREGATE LIMIT APPLIES PER POLICY. PRO-JECT LOC OTHER	X	X	92-C6-J283-5	09/0712024	0910712025	EACH OCCURRENCE UAMAoe T u HeNT eU MED EXP (An\l one person) PERSONAL&ADV IN.JURY GENERAL AGGREGATE PRODUCTS - COM P!OP AGG	$ 1,000,000 $ 300,000 1 5,000 1 1,000,000 I 2,000,000 $ 2,000,000
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY						COME INED SINGLE LJMIT /Ea acc:idenn BODILY INJURY (Per person) BODILY INJURY (Perciccident) PROPERTY DAMAGE !Per accident	$ $ $ $
	UMBRELLA LIAB EXCESS LIAB OCCUR CLJdM S- MADE OED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS'LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE (Mandatory in NH) If\les,describeunder DESCRIPTION OF OPERATIONS below	NIA					EL EACH ACCIDENT EL DISEASE EA EMPLOYEE EL DISEASE- POLICY LIMIT	$ $ $

DESCRIPTION OF OPERATIONS I LOCATIONS !VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
ADDITIONAL INSURED CITY OF BANNING, ITS OFFICIALS, EMPLOYEES AND AGENTS

CERTIFICATE HOLDER

CITY OF BANNING
99 E. RAMSEY STREET
BANNING, CA 92220

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Completed by an authorized State Farm representative. If signature is required, please contact a State Fann agent.

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CITY OF BANNING
STAFF REPORT

TO: **CITY COUNCIL**

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

PREPARED BY: **Michelle Green, Interim Administrative Services Director**
Michelle Green, Interim Administrative Services Director

MEETING DATE: **August 26, 2025**

SUBJECT: **Receive and File Accounts Payable and Payroll Warrants Issued in the Month of March 2025**

RECOMMENDATION:

Receive and file.

BACKGROUND:

Staff compiles a monthly report to include accounts payable and payroll warrants issued.

JUSTIFICATION:

Description	Payment #	Amount	Total Amount
Checks:			
Checks Issued During Month	194712-195040	$2,494,284.99	
Voided/Reissue Checks		$ 373.71	
Check Total			**$2,493,911.28**
Wires Total	1166		**$1,106,788.96**
ACH Payments:	9008210-9008240		
Payroll Direct Deposit	03/07/2025	$ 630,758.73	
Payroll Direct Deposit	03/21/2025	$ 626,635.99	
Other Payments		$1,416,161.93	
ACH Total			**$2,673,556.65**
Payroll Checks:	13814-13830		
Manual check	03/05/2025	$ 25,572.34	
Payroll-Regular	03/07/2025	$ 1,688.38	
Manual check	03/19/2025	$ 74,516.34	
Payroll-Regular	03/21/2025	$ 1,659.47	
Payroll Check Total			**$ 103,436.53**

Total Warrants Issued for March 2025			**$ 6,377,693.42**

FISCAL IMPACT:
No fiscal impact.

ALTERNATIVES:
Receive and file the warrants for period ending March 31, 2025.

BUDGETED?:
No

CONTRACT/AGREEMENT:
No

ATTACHMENTS:
1. Attachment 1 - Fund List_Updated 10.11.23.pdf
2. AP & PAYROLL WARRANT-MARCH 2025.pdf

Budget Processes, Policies & Fund Structure

The following depicts the City's budgeted funds and how they fit in the organization for budget and accounting purposes. Note that departments in the General Fund may also have budget responsibility for other funds.

Appropriated Funds

Black = Major - Blue = Non-Major - Red = Retired Funds FY 20-21

Governmental Funds			Proprietary Funds			Fiduciary Funds	
General Fund	Special Revenue Funds	Capital Improvement Funds	Enterprise Funds	Enterprise Funds-BUA	Internal Service Funds	Sucessor Agency Funds	Agency Funds
General Fund (001) Departments	(002) Developer Deposit	(400) Police Facilities Development	(670) Electric Fund	(660) Water	(702) Fleet Maintenance	(805) Redevelopment Obligation-Retirement	(221) ATWEL #2020-02 CFD
- (1000) City Council	(005) Successor Agency Admin	(410) Fire Facilities Development	- (7000) Electric	(661) Water Capital Facilities	(700) Risk Management	(810) Sucessor Housing Agency	(360) Sun Lakes CFD #86-1
- (1200) City Manager	(100) Gas Tax Street	(420) Traffic Control Facility	- (7010) Generation & Trans.	(662) Irrigation Water Fund	- (5020) Workers Compensation	(830) Debt Service Successor Agncy	(365) Wilson Street #91-1 AD
- (1210) Economic Development	(101) Measure A Street	(421) Ramsey/Highland Signal	(672) Rate Stability/Debt Service Reserve	(663) BUA Water Capital Project	- (5030) Unemployment Insur.	(840) Bond Exp. Agreement -	(370) Area Police Computer
- (1220) Public Information	(102) RMRA (SB1) Gas Tax	(430) General Facilities	(673) Electric Improvement	(669) BUA Water Debt Service	- (5040) Liability Insurance	(BEA) Project	(375 Fair Oaks #2004-01-AD
- (1300) Human Resources	(103) SB 300 Street	(444) Wilson Median Fund	(674) Electric Revenue Bond Project		- (5300) City Attorney	(841) Bond Exp. Agreement -	(376) Cameo Homes
- (1400) City Clerk	(104) Article 3 Sidewalk	(451) Park Development Fund	(675) Public Benefit	(680) Wastewater	(703) Information Systems Services	(BEA) Low/Mod	
- (1500) Elections	(110) CDBG	(470) Capital Improvement	(678) Electric Revenue Bond Debt Service	(681) Wastewater Capital Facility	(704) Building Maintenance		
- (1800) City Attorney	(111) Landscape Maintenance	(475) Fair Oaks #2004-01-AD		(682) Wastewater Tertiary	(705) Support Services		
- (1900) Fiscal Services	(132) Air Quality Improvement		(600) Airport Fund	(683) BUA Wastewater Capital Project	(761) Utility Billing Admin.		
- (1910) Purchasing & AP	(140) Asset Forfeiture/Police		(610) Transit Fund	(685) State Revolving Loan	- (3100) Account & Collections		
- (2060) TV Government Access	(148) Supplemental Law-Enforcement		- (5800) Fixed Route	(689) BUA Wastewater Debt Service	- (3110) Meter Reading		
- (2200) Police	(150) State Park Bond		- (5850) Dial A Ride				
- (2210) Dispatch	(190) Housing Authority		(690) Refuse Fund				
- (2300) Animal Control	(200) Special Donation						
- (2400) Fire	(201) Sr. Center Activities						
- (2700) Building Safety	(202) Animal Control Reserve						
- (2740) Code Enforcement	(203) Police Volunteer						
- (2800) Planning	(222) Federal Funds						
- (3000) Engineering	(300) City Administration-COP Debt Service						
- (3200) Building Maintenance							
- (3600) Parks							
- (4000) Recreation							
- (4010) Aquatics							
- (4020) Day care							
- (4050) Senior Center							
- (4060) Sr. Advisory Board							
- (4500) Central Services							
- (4800) Debt Service							
- (5400) Community Enhancement							

VOUCHER USE LOG

March 2025

Start	End	Date	Description		Check Total		Remittance Total
194712	194814	3/6/2025	WARRANT REGISTER	$	632,725.86	$	632,352.15
194815	194875	3/17/2025	WARRANT REGISTER	$	677,761.83	$	677,761.83
194876	194980	3/20/2025	WARRANT REGISTER	$	966,029.00	$	966,029.00
194981	195040	3/31/2025	WARRANT REGISTER	$	217,768.30	$	217,768.30
TOTALS				**$**	**2,494,284.99**	**$**	**2,493,911.28**
				$	**2,494,284.99**	**$**	**2,493,911.28**
			VOIDED CHECKS	$	373.71		
			REMITTANCE AMOUNT			$	2,493,911.28
			WELLS FARGO ACH	$	1,257,394.72		
			OTHER ACH	$	1,416,161.93		
			WIRES	$	1,106,788.96		
			TOTAL WIRES/ACH			$	3,780,345.61
			PAYROLL			$	103,436.53
GRAND TOTAL REMITTANCE AMOUNT						**$**	**6,377,693.42**

CHECK NO	VENDOR NO	VENDOR NAME	VOUCHER NO	P.O. NO	DATE	ACCOUNT	REMITTANCE AMOUNT (NET OF DISC/RETAIN)		CHECK TOTAL
194404*	8915	CHAPAROSA, ANDREW	005097		02/06/2025	670-7010-473.27-20	192.46-		
							192.46-	*	VOIDED
194530*	5872	AVILA, VINCENT	005551		02/20/2025	001-2200-421.23-05	181.25-		
							181.25-	*	VOIDED
194712	8694	AED ENERGY SERVICES LLC	PI4265	032755	03/06/2025	702-3800-480.33-11	8,605.00		
							8,605.00	*	8,605.00
194713	3065	ALBERT A. WEBB ASSOCIATES	PI4306	030269	03/06/2025	101-4900-431.93-16	1,936.00		
			PI4308	032633	03/06/2025	681-8000-454.95-12	3,195.45		
			PI4311	033234	03/06/2025	661-6300-471.33-11	3,467.15		
							8,598.60	*	8,598.60
194714	7977	ALGIERS, LYNETTE	006113		03/06/2025	001-1910-412.23-05	56.98		
							56.98	*	56.98
194715	1616	ALTEC INDUSTRIES, INC.	PI4367	033093	03/06/2025	702-3800-480.30-06	7,239.84		
							7,239.84	*	7,239.84
194716	7468	AMAZON BUSINESS	PI4278	033215	03/06/2025	001-2200-421.36-00	190.09		
			PI4287	032929	03/06/2025	702-3800-480.38-52	285.68		
							475.77	*	475.77
194717	8882	AMERICAN CONSTRUCTION COM	PI4395	033365	03/06/2025	704-3200-412.90-15	52,772.31		
							52,772.31	*	52,772.31
194718	4265	AMERICAN FORENSIC NURSES	PI4358	033079	03/06/2025	001-2200-421.33-31	1,174.17		
							1,174.17	*	1,174.17
194719	7048	ANIXTER, INC	PI4350		03/06/2025	670-0000-131.00-00	312.48		
							312.48	*	312.48
194720	8331	ARCE, PAUL	006116		03/06/2025	001-4000-461.23-15	112.00		
							112.00	*	112.00
194721	4697	ASCAP	005945		03/06/2025	001-4000-461.41-04	445.00		
							445.00	*	445.00
194722	6175	AT&T CALNET 2	005950		03/06/2025	001-2200-421.26-05	211.72		
							211.72	*	211.72
194723	7937	ATWORK PERSONNEL SERVICES	PI4250	033263	03/06/2025	761-3100-480.33-11	1,090.95		
			PI4269	033074	03/06/2025	001-3000-442.23-27	282.65		
			PI4270	033074	03/06/2025	660-6300-471.23-27	423.97		
			PI4271	033074	03/06/2025	680-8000-454.23-27	423.97		
			PI4272	033074	03/06/2025	702-3800-480.23-27	282.65		
			PI4347	033272	03/06/2025	810-9700-490.90-59	860.48		
			PI4361	033146	03/06/2025	001-2200-421.23-27	249.49		
							3,614.16	*	3,614.16

CHECK NO	VENDOR NO	VENDOR NAME	VOUCHER NO	P.O. NO	DATE	ACCOUNT	REMITTANCE AMOUNT (NET OF DISC/RETAIN)		CHECK TOTAL
194724	8602	AUTO GLASS NOW	PI4288	032930	03/06/2025	702-3800-480.30-05	500.00		
			PI4352	032930	03/06/2025	702-3800-480.30-05	686.20		
							1,186.20	*	1,186.20
194725	5872	AVILA, VINCENT	005923		03/06/2025	001-2200-421.23-06	353.25		
							353.25	*	353.25
194726	6774	BABCOCK LABORATORIES, INC	PI4263	032373	03/06/2025	680-8000-454.23-32	39.34		
			PI4264	032373	03/06/2025	680-8000-454.23-32	39.34		
			PI4376	032373	03/06/2025	660-6300-471.23-32	258.80		
			PI4377	032373	03/06/2025	660-6300-471.23-32	261.91		
			PI4378	032373	03/06/2025	660-6300-471.23-32	47.62		
			PI4379	032373	03/06/2025	660-6300-471.23-32	47.62		
			PI4380	032373	03/06/2025	660-6300-471.23-32	3,952.96		
							4,647.59	*	4,647.59
194727	5297	BANNING VETERINARY HOSPIT	005938		03/06/2025	001-2300-424.33-90	147.75		
			005939		03/06/2025	001-2300-424.33-90	147.75		
							295.50	*	295.50
194728	8778	BASTIN, RYAN	005910		03/06/2025	670-7000-473.25-09	4,120.00		
							4,120.00	*	4,120.00
194729	4972	BEAUMONT BASIN WATERMASTE	006105		03/06/2025	660-6300-471.42-43	5,624.00		
							5,624.00	*	5,624.00
194730	6091	BEAUMONT DO IT BEST HOME	PI4291	032952	03/06/2025	704-3200-412.30-02	6.99		
			PI4292	032952	03/06/2025	704-3200-412.36-00	18.31		
			PI4319	032918	03/06/2025	810-9700-490.90-59	108.25		
			PI4384	032916	03/06/2025	610-5800-434.36-00	88.86		
			PI4385	032952	03/06/2025	704-3200-412.30-02	9.69		
			PI4386	032952	03/06/2025	704-3200-412.30-02	12.38		
			PI4387	032952	03/06/2025	704-3200-412.30-02	11.84		
			PI4388	032952	03/06/2025	600-5100-435.30-01	9.56		
							265.88	*	265.88
194731	951	BEAUMONT SAFE & LOCK	PI4301	033156	03/06/2025	704-3200-412.30-02	52.00		
							52.00	*	52.00
194732	7099	BENHAR, DIANA T	006117		03/06/2025	001-4000-461.23-15	406.00		
							406.00	*	406.00
194733	2051	BIO-TOX LABORATORIES	PI4281	033232	03/06/2025	001-2200-421.33-31	226.00		
			PI4282	033232	03/06/2025	001-2200-421.33-31	116.00		
			PI4283	033232	03/06/2025	001-2200-421.33-31	496.00		
							838.00	*	838.00
194734	7651	BUDD-FALEN LAW OFFICES, L	PI4254	029829	03/06/2025	660-6300-471.90-78	15,055.65		
							15,055.65	*	15,055.65
194735	7799	BURLINGTON SAFETY LABORA	PI4365	033299	03/06/2025	670-7000-473.41-29	3,116.50		

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194735	7799	BURLINGTON SAFETY LABORA					3,116.50	*	3,116.50
194736	8753	CARLOS, MARIO	005952		03/06/2025	810-9700-490.90-59	6.78		
			005953		03/06/2025	810-9700-490.90-59	32.30		
							39.08	*	39.08
194737	6874	CASC ENGINEERING AND CONS	PI4307	032079	03/06/2025	100-4900-431.90-10	1,255.00		
							1,255.00	*	1,255.00
194738	7033	CELL BUSINESS EQUIPMENT (	PI4256	032335	03/06/2025	001-4000-461.30-06	135.09		
			PI4257	032335	03/06/2025	660-6300-471.30-06	160.61		
			PI4258	032335	03/06/2025	670-7000-473.30-06	535.78		
			PI4259	032335	03/06/2025	705-4500-412.30-06	608.49		
			PI4260	032335	03/06/2025	761-3100-480.30-06	79.64		
			PI4261	032335	03/06/2025	705-4500-412.30-06	538.77		
			PI4262	032335	03/06/2025	761-3100-480.30-06	538.77		
			PI4268	033052	03/06/2025	001-2200-421.32-06	171.38		
							2,768.53	*	2,768.53
194739	8915	CHAPAROSA, ANDREW	005097		03/06/2025	670-7010-473.27-20	192.46		
							192.46	*	192.46
194740	8150	CHARTER COMMUNICATIONS	005946		03/06/2025	670-7000-473.26-07	990.58		
							990.58	*	990.58
194741	8150	CHARTER COMMUNICATIONS	005947		03/06/2025	670-7000-473.26-07	990.58		
							990.58	*	990.58
194742	8150	CHARTER COMMUNICATIONS	005948		03/06/2025	001-2060-446.26-09	119.10		
							119.10	*	119.10
194743	8150	CHARTER COMMUNICATIONS	005949		03/06/2025	001-2400-422.26-09	236.28		
							236.28	*	236.28
194744	8150	CHARTER COMMUNICATIONS	005961		03/06/2025	001-2060-446.26-09	37.73		
							37.73	*	37.73
194745	8150	CHARTER COMMUNICATIONS	005962		03/06/2025	670-7000-473.26-09	107.34		
							107.34	*	107.34
194746	8150	CHARTER COMMUNICATIONS	005963		03/06/2025	001-2060-446.26-09	37.73		
							37.73	*	37.73
194747	8150	CHARTER COMMUNICATIONS	005964		03/06/2025	001-2400-422.26-09	38.95		
							38.95	*	38.95
194748	8578	CICCS	005933		03/06/2025	001-0000-204.80-08	1,170.18		
			005937		03/06/2025	001-0000-204.80-08	1,082.11		
							2,252.29	*	2,252.29
194749	7061	CINTAS CORPORATION	PI4293	032953	03/06/2025	100-4900-431.25-02	79.77		

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194749	7061	CINTAS CORPORATION	PI4294	032953	03/06/2025	704-3200-412.25-02	11.03		
			PI4318	032901	03/06/2025	702-3800-480.25-02	87.40		
			PI4321	032937	03/06/2025	610-5800-434.25-02	112.02		
			PI4322	032937	03/06/2025	610-5850-434.25-02	7.84		
			PI4340	032953	03/06/2025	100-4900-431.25-02	79.77		
			PI4341	032953	03/06/2025	704-3200-412.25-02	11.03		
			PI4363	033256	03/06/2025	670-7000-473.25-02	336.70		
			PI4364	033256	03/06/2025	670-7000-473.25-02	340.32		
							1,065.88	*	1,065.88
194750	8274	CITY OF BANNING (BNG)	005936		03/06/2025	001-2200-421.32-02	383.20		
			005958		03/06/2025	001-3000-442.32-02	197.57		
			005959		03/06/2025	001-2200-421.32-02	383.20		
			005960		03/06/2025	705-4500-412.32-06	185.89		
							1,149.86	*	1,149.86
194751	120	CONSOLIDATED ELECTRICAL	PI4296	032967	03/06/2025	704-3200-412.30-01	1,187.94		
			PI4313	032967	03/06/2025	704-3200-412.30-01	210.65		
							1,398.59	*	1,398.59
194752	7772	CORE & MAIN, LP	PI4369		03/06/2025	660-0000-131.00-00	15,811.19		
			PI4370		03/06/2025	660-0000-131.00-00	242.57		
			PI4393	033326	03/06/2025	660-6300-471.45-16	2,998.98		
			PI4394	033326	03/06/2025	660-6300-471.45-16	175.42		
							19,228.16	*	19,228.16
194753	7949	CYBERTEK COMPUTER & NETWO	PI4305	033384	03/06/2025	704-3200-412.90-15	5,994.27		
							5,994.27	*	5,994.27
194754	6189	CYBERTIME NETWORK COMMUNI	PI4396	032558	03/06/2025	703-3700-480.30-19	699.00		
							699.00	*	699.00
194755	7512	DOBBINS, DEANN LOUISE	006118		03/06/2025	001-4000-461.23-15	179.20		
							179.20	*	179.20
194756	7839	E.R. BLOCK PLUMBING	PI4375	030133	03/06/2025	660-6300-471.33-11	5,475.00		
							5,475.00	*	5,475.00
194757	8531	EIDE BAILLY LLP	PI4399	032876	03/06/2025	001-1900-412.33-11	13,069.03		
							13,069.03	*	13,069.03
194758	7565	ENGINEERING RESOURCES OF	PI4251	032559	03/06/2025	001-3000-442.33-53	62,427.46		
			PI4252	032559	03/06/2025	001-3000-442.33-53	29,546.12		
							91,973.58	*	91,973.58
194759	6794	FAST LUBE & TUNE	PI4277	033199	03/06/2025	702-3800-480.30-05	63.16		
			PI4302	033199	03/06/2025	702-3800-480.30-05	71.78		
			PI4345	033199	03/06/2025	702-3800-480.30-05	71.78		
							206.72	*	206.72
194760	7053	FRONTIER COMMUNICATIONS	005940		03/06/2025	001-2200-421.26-05	116.13		

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194760	7053	FRONTIER COMMUNICATIONS	005943		03/06/2025	703-3700-480.30-17	478.88		
							595.01	*	595.01
194761	1375	GAS COMPANY, THE	005941		03/06/2025	704-3200-412.26-06	135.74		
			006106		03/06/2025	670-7000-473.26-06	478.02		
			006107		03/06/2025	702-3800-480.26-06	478.02		
			006108		03/06/2025	660-6300-471.26-06	478.02		
			006109		03/06/2025	100-4900-431.26-06	214.28		
							1,784.08	*	1,784.08
194762	7912	GOLDEN STAR TECHNOLOGY, I	PI4285	033303	03/06/2025	001-2200-421.90-52	845.84		
							845.84	*	845.84
194763	8881	H&E EQUIPMENTS SERVICES I	PI4304	033366	03/06/2025	704-3200-412.30-01	734.57		
							734.57	*	734.57
194764	8706	HEIDT, ANGELO	006111		03/06/2025	001-1910-412.23-05	62.09		
							62.09	*	62.09
194765	7557	HERNANDEZ, CARLA	006119		03/06/2025	001-4000-461.23-15	1,025.50		
							1,025.50	*	1,025.50
194766	7697	HUERTA JR., GILBERT	006120		03/06/2025	001-4000-461.23-15	437.50		
							437.50	*	437.50
194767	8736	HUERTA LOPEZ, TUNNIA A	006121		03/06/2025	001-4000-461.23-15	315.00		
							315.00	*	315.00
194768	5217	IBEW LOCAL 47 RETIREE MED	PR0307		03/06/2025	001-0000-204.80-10	3,226.37		
							3,226.37	*	3,226.37
194769	5701	JOE A GONSALVES & SON	PI4255	032066	03/06/2025	001-1000-411.33-11	4,235.00		
							4,235.00	*	4,235.00
194770	7103	KOLLER, MARIE	006122		03/06/2025	001-4000-461.23-15	10.50		
							10.50	*	10.50
194771	7709	KV'S FLOORING	PI4253	033331	03/06/2025	704-3200-412.90-15	18,899.43		
							18,899.43	*	18,899.43
194772	4249	LIEBERT CASSIDY WHITMORE	005965		03/06/2025	700-5300-480.33-04	1,230.00		
			005966		03/06/2025	700-5300-480.33-04	382.50		
			005967		03/06/2025	700-5300-480.33-04	9,876.35		
			005968		03/06/2025	700-5300-480.33-04	1,563.94		
			005969		03/06/2025	700-5300-480.33-04	2,149.50		
			005970		03/06/2025	700-5300-480.33-04	394.00		
			005971		03/06/2025	700-5300-480.33-04	2,122.50		
			005972		03/06/2025	700-5300-480.33-04	45.00		
			005973		03/06/2025	700-5300-480.33-04	2,272.50		
			005974		03/06/2025	700-5300-480.33-04	2,160.00		
			005975		03/06/2025	700-5300-480.33-04	7,386.15		

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194772	4249	LIEBERT CASSIDY WHITMORE	005976		03/06/2025	700-5300-480.33-04	980.00		
			005977		03/06/2025	700-5300-480.33-04	3,645.00		
			005978		03/06/2025	700-5300-480.33-04	3,000.50		
			005979		03/06/2025	700-5300-480.33-04	5,702.00		
			005980		03/06/2025	700-5300-480.33-04	6,437.00		
							49,346.94	*	49,346.94
194773	7988	LOS ANGELES COUNTY AUDITO	005931		03/06/2025	001-2200-421.33-31	257.00		
							257.00	*	257.00
194774	8055	MARIPOSA LANDSCAPES, INC	PI4381	032405	03/06/2025	704-3200-412.23-29	9,775.85		
							9,775.85	*	9,775.85
194775	1757	MC CALL'S METER SALES	PI4392	033195	03/06/2025	660-6300-471.45-06	450.00		
							450.00	*	450.00
194776	7406	MORGAN, DEIDRA J	006123		03/06/2025	001-4000-461.23-15	220.50		
							220.50	*	220.50
194777	6370	MUNOZ, MARIBEL	006112		03/06/2025	001-1910-412.23-05	38.36		
							38.36	*	38.36
194778	3909	MYERS & SONS HI-WAY SAFET	PI4295	032956	03/06/2025	100-4900-431.89-54	1,530.05		
							1,530.05	*	1,530.05
194779	7805	NAPA AUTO PARTS	PI4316	032920	03/06/2025	702-3800-480.38-52	14.00		
							14.00	*	14.00
194780	4076	O'REILLY AUTO PARTS	PI4299	032976	03/06/2025	702-3800-480.38-52	43.90		
							43.90	*	43.90
194781	5076	ONESOURCE DISTRIBUTORS	PI4348		03/06/2025	670-0000-131.00-00	2,256.72		
			PI4349		03/06/2025	670-0000-131.00-00	6,089.64		
			PI4351		03/06/2025	670-0000-131.00-00	887.86		
							9,234.22	*	9,234.22
194782	4434	ORANGE COUNTY WINWATER WO	PI4368		03/06/2025	660-0000-131.00-00	1,424.74		
			PI4371		03/06/2025	660-0000-131.00-00	1,932.56		
			PI4372		03/06/2025	660-0000-131.00-00	2,053.72		
							5,411.02	*	5,411.02
194783	7787	PACKHAM & TOOMEY, INC	PI4310	033101	03/06/2025	600-5100-435.30-06	125.00		
			PI4312	033266	03/06/2025	702-3800-480.30-06	135.00		
			PI4344	033101	03/06/2025	600-5100-435.30-06	125.00		
			PI4346	033266	03/06/2025	702-3800-480.30-05	135.00		
							520.00	*	520.00
194784	2487	PARKHOUSE TIRE, INC.	PI4289	032932	03/06/2025	702-3800-480.30-06	103.40		
			PI4320	032932	03/06/2025	702-3800-480.38-52	365.41		
							468.81	*	468.81

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194785	5191	PARS	PR0307		03/06/2025	001-0000-204.25-00	321.87		
							321.87	*	321.87
194786	7789	PARTS AUTHORITY	PI4317	032939	03/06/2025	702-3800-480.38-52	147.68		
			PI4323	032939	03/06/2025	702-3800-480.38-52	218.58		
			PI4324	032939	03/06/2025	702-3800-480.38-52	47.52		
			PI4325	032939	03/06/2025	702-3800-480.38-52	31.85		
			PI4326	032939	03/06/2025	702-3800-480.38-52	230.32		
			PI4327	032939	03/06/2025	702-3800-480.38-52	309.88		
			PI4328	032939	03/06/2025	702-3800-480.38-52	230.32		
			PI4329	032939	03/06/2025	702-3800-480.38-52	108.06		
			PI4330	032939	03/06/2025	702-3800-480.38-52	17.30		
			PI4331	032939	03/06/2025	702-3800-480.38-52	19.40-		
			PI4332	032939	03/06/2025	702-3800-480.38-52	9.70-		
			PI4333	032939	03/06/2025	702-3800-480.38-52	41.16		
			PI4334	032939	03/06/2025	702-3800-480.38-52	88.56		
			PI4335	032939	03/06/2025	702-3800-480.38-52	5.43		
			PI4336	032939	03/06/2025	702-3800-480.38-52	267.73		
			PI4337	032939	03/06/2025	702-3800-480.38-52	69.75		
			PI4338	032939	03/06/2025	702-3800-480.38-52	2.72		
			PI4339	032939	03/06/2025	702-3800-480.38-52	42.73		
			PI4357	032939	03/06/2025	702-3800-480.38-52	29.77-		
							1,800.72	*	1,800.72
194787	4411	PRE-PAID LEGAL SERVICES,	005934		03/06/2025	001-0000-204.80-07	381.66		
			005951		03/06/2025	001-0000-204.80-07	381.66		
							763.32	*	763.32
194788	8168	PULVER, JODEANE V	006124		03/06/2025	001-4000-461.23-15	136.50		
							136.50	*	136.50
194789	4759	RACEWAY FORD INC	PI4373	032940	03/06/2025	702-3800-480.38-52	31.42		
			PI4374	032940	03/06/2025	702-3800-480.38-52	128.47		
							159.89	*	159.89
194790	8456	RWC GROUP	PI4297	032975	03/06/2025	702-3800-480.38-52	787.03		
			PI4298	032975	03/06/2025	702-3800-480.38-52	1,553.00		
			PI4342	032975	03/06/2025	702-3800-480.38-52	998.47		
			PI4343	032975	03/06/2025	702-3800-480.38-52	127.73		
							3,466.23	*	3,466.23
194791	8231	SCA OF CA, LLC	PI4314	031802	03/06/2025	100-4900-431.33-11	11,559.00		
			PI4315	031802	03/06/2025	100-4900-431.33-11	11,559.00		
			PI4355	031802	03/06/2025	100-4900-431.33-11	11,559.00		
							34,677.00	*	34,677.00
194792	6993	SHRED-IT USA, LLC	PI4366	033351	03/06/2025	670-7000-473.33-11	207.90		
							207.90	*	207.90
194793	1561	SMART & FINAL	PI4276	033136	03/06/2025	001-4000-461.36-00	12.48		
							12.48	*	12.48

CHECK NO	VENDOR NO	VENDOR NAME	VOUCHER NO	P.O. NO	DATE	ACCOUNT	REMITTANCE AMOUNT (NET OF DISC/RETAIN)		CHECK TOTAL
194794	1377	SOUTHERN CALIFORNIA WEST	PI4300	033057	03/06/2025	704-3200-412.30-01	373.75		
							373.75	*	373.75
194795	7084	STAPLES BUSINESS ADVANTAG	PI4273	033118	03/06/2025	001-2200-421.36-00	28.24		
			PI4274	033118	03/06/2025	001-2200-421.36-00	14.27		
			PI4275	033118	03/06/2025	001-2200-421.36-00	46.28		
							88.79	*	88.79
194796	4000	STATE OF CALIFORNIA DOJ	PI4280	033226	03/06/2025	001-2200-421.33-31	210.00		
			PI4362	033226	03/06/2025	001-2200-421.33-94	1,334.00		
							1,544.00	*	1,544.00
194797	8786	STOTZ EQUIPMENT	PI4391	033166	03/06/2025	100-4900-431.89-56	11,962.85		
							11,962.85	*	11,962.85
194798	7997	TEC EQUIPMENT, INC	PI4290	032941	03/06/2025	702-3800-480.38-52	132.65		
							132.65	*	132.65
194799	7297	TETRA TECH INC.	PI4266	032926	03/06/2025	660-6300-471.33-11	5,467.50		
			PI4309	032926	03/06/2025	660-6300-471.33-11	16,265.00		
							21,732.50	*	21,732.50
194800	6861	TKE ENGINEERING, INC	PI4303	033235	03/06/2025	660-6300-471.95-10	4,985.00		
							4,985.00	*	4,985.00
194801	7976	TOP-LINE INDUSTRIAL SUPPL	PI4286	032923	03/06/2025	702-3800-480.38-52	66.24		
							66.24	*	66.24
194802	8760	ULTIMATE ROOF	PI4390	033054	03/06/2025	704-3200-412.30-02	1,758.35		
							1,758.35	*	1,758.35
194803	871	UNDERGROUND SERVICE ALERT	005924		03/06/2025	100-4900-431.30-13	40.33		
			005925		03/06/2025	660-6300-471.45-08	40.33		
			005926		03/06/2025	670-7000-473.45-05	40.34		
			005927		03/06/2025	100-4900-431.30-13	14.86		
			005928		03/06/2025	660-6300-471.45-08	14.86		
			005929		03/06/2025	670-7000-473.45-05	14.85		
							165.57	*	165.57
194804	7743	VESTIS SERVICES LLC	PI4279	033216	03/06/2025	761-3110-480.25-02	107.13		
							107.13	*	107.13
194805	8631	VIGILANT LLC	PI4397	032607	03/06/2025	703-3700-480.33-11	3,034.09		
			PI4398	032607	03/06/2025	703-3700-480.33-11	5,364.34		
							8,398.43	*	8,398.43
194806	99001	VILLA, JACKELYN	006125		03/06/2025	001-0000-218.22-20	45.00		
							45.00	*	45.00
194807	6650	VULCAN MATERIALS	PI4389	032972	03/06/2025	660-6300-471.45-17	2,904.95		
							2,904.95	*	2,904.95

CHECK NO	VENDOR NO	VENDOR NAME	VOUCHER NO	P.O. NO	DATE	ACCOUNT	REMITTANCE AMOUNT (NET OF DISC/RETAIN)		CHECK TOTAL
194808	4984	WALKER, BRIAN	006114		03/06/2025	001-0000-116.21-01	4,214.01		
							4,214.01	*	4,214.01
194809	1436	WASTE MANAGEMENT OF THE I	006128		03/06/2025	001-0000-218.22-21	121,002.74		
			006129		03/06/2025	001-9600-356.38-95	15,125.34-		
							105,877.40	*	105,877.40
194810	1437	WASTE MANAGEMENT OF THE I	005942		03/06/2025	670-7000-473.23-54	3,401.57		
							3,401.57	*	3,401.57
194811	7381	WEST COAST SAND & GRAVEL,	PI4284	033297	03/06/2025	660-6300-471.45-17	582.43		
							582.43	*	582.43
194812	6184	WILLDAN ENGINEERING	PI4353	030055	03/06/2025	001-2700-442.33-11	39,287.50		
							39,287.50	*	39,287.50
194813	8022	WITTMAN ENTERPRISES, LLC	PI4356	032553	03/06/2025	001-2400-422.33-11	2,913.75		
							2,913.75	*	2,913.75
194814	8096	YUNEX, LLC	PI4382	032407	03/06/2025	100-4900-431.30-09	1,425.00		
			PI4383	032407	03/06/2025	100-4900-431.30-09	648.00		
							2,073.00	*	2,073.00
						BANK/CHECK TOTAL	632,352.15		632,725.86
						ALL BANKS/CHECKS TOTAL	632,352.15		632,725.86

VEND NO / INVOICE NO	SEQ#	VENDOR NAME / VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0008694	00	AED ENERGY SERVICES LLC							
44001455		PI4265	032755	00	03/20/2025	702-3800-480.33-11	PHASE 1 & BID SUPPORT-CNG	8,605.00	
							VENDOR TOTAL *	8,605.00	
0003065	00	ALBERT A. WEBB ASSOCIATES							
ARIV0007150		PI4306	030269	00	02/24/2025	101-4900-431.93-16	SUN LAKES BLVD EXT DESIGN	1,936.00	
ARIV0007043		PI4311	033234	00	02/24/2025	661-6300-471.33-11	BANNING NP-2	3,467.15	
ARIV0007009		PI4308	032633	00	02/24/2025	681-8000-454.95-12	EQUALIZATION BASIN	3,195.45	
							VENDOR TOTAL *	8,598.60	
0007977	00	ALGIERS, LYNETTE							
MILEAGE 2/26		006113		00	02/26/2025	001-1910-412.23-05	CONTRACT MGMT & PROCUREMT	56.98	
							VENDOR TOTAL *	56.98	
0001616	00	ALTEC INDUSTRIES, INC.							
51593466		PI4367	033093	00	02/28/2025	702-3800-480.30-06	PARTS/LABOR	7,239.84	
							VENDOR TOTAL *	7,239.84	
0007468	00	AMAZON BUSINESS							
1V6Y-CVYK-JPKL		PI4278	033215	00	03/23/2025	001-2200-421.36-00	SUPPLIES	190.09	
1QQR-GC1L-K99W		PI4287	032929	00	03/20/2025	702-3800-480.38-52	AIR HYDRAULIC CAR JACK	285.68	
							VENDOR TOTAL *	475.77	
0008882	00	AMERICAN CONSTRUCTION COMPANY LLC							
ACC23-745		PI4395	033365	00	02/24/2025	704-3200-412.90-15	CITY HALL IMPROVEMENTS	52,772.31	
							VENDOR TOTAL *	52,772.31	
0004265	00	AMERICAN FORENSIC NURSES							
79337		PI4358	033079	00	03/30/2025	001-2200-421.33-31	STAND BY FEE APRIL 2025	1,174.17	
							VENDOR TOTAL *	1,174.17	
0007048	00	ANIXTER, INC							
6268244-00		PI4350		00	03/26/2025	670-0000-131.00-00	INVENTORY	312.48	
							VENDOR TOTAL *	312.48	
0008331	00	ARCE, PAUL							
FEBRUARY 2025		006116		00	02/28/2025	001-4000-461.23-15	GUITAR INSTRUCTION	112.00	
							VENDOR TOTAL *	112.00	
0004697	00	ASCAP							
LICENSE FY25		005945		00	02/20/2025	001-4000-461.41-04	MUSIC LICENSE FEE PARKS	445.00	
							VENDOR TOTAL *	445.00	
0006175	00	AT&T CALNET 2							
000023076693		005950		00	02/22/2025	001-2200-421.26-05	MONTHLY SVC	211.72	
							VENDOR TOTAL *	211.72	
0007937	00	ATWORK PERSONNEL SERVICES							
310015		PI4361	033146	00	03/30/2025	001-2200-421.23-27	M BOND 02/23/25	249.49	
309262		PI4269	033074	00	03/23/2025	001-3000-442.23-27	SANTELLO 02/16/25	282.65	

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0007937	00	ATWORK PERSONNEL SERVICES							
309262		PI4270	033074	00	03/23/2025	660-6300-471.23-27	SANTELLO 02/16/25	423.97	
309262		PI4271	033074	00	03/23/2025	680-8000-454.23-27	SANTELLO 02/16/25	423.97	
309262		PI4272	033074	00	03/23/2025	702-3800-480.23-27	SANTELLO 02/16/25	282.65	
310017		PI4250	033263	00	03/30/2025	761-3100-480.33-11	BURGER 02/23/25	1,090.95	
310018		PI4347	033272	00	03/30/2025	810-9700-490.90-59	REBELO 02/23/25	860.48	
							VENDOR TOTAL *	3,614.16	
0008602	00	AUTO GLASS NOW							
2720458		PI4288	032930	00	03/23/2025	702-3800-480.30-05	WINDSHIELD LABOR #242	500.00	
2783367		PI4352	032930	00	04/02/2025	702-3800-480.30-05	WINDSHIELD LABOR #245	686.20	
							VENDOR TOTAL *	1,186.20	
0005872	00	AVILA, VINCENT							
MEALS 3/16-20		005923		00	03/16/2025	001-2200-421.23-06	EXECUTIVE DEVELOPMENT	353.25	
MEALS 2/19-21		005551		00	02/20/2025	001-2200-421.23-05	POLICE CHEIF & CM COURSE	CHECK #: 194530	181.25-
							VENDOR TOTAL *	353.25	181.25-
0006774	00	BABCOCK LABORATORIES, INC							
CB50556-0030		PI4376	032373	00	03/14/2025	660-6300-471.23-32	NITRATE-NITROGEN	258.80	
CB50641-0030		PI4377	032373	00	03/15/2025	660-6300-471.23-32	COLIFORMS	261.91	
CB50710-0030		PI4378	032373	00	03/16/2025	660-6300-471.23-32	COLIFORMS	47.62	
CB50734-0030		PI4379	032373	00	03/17/2025	660-6300-471.23-32	COLIFORMS	47.62	
CB50743-0030		PI4380	032373	00	03/17/2025	660-6300-471.23-32	WATER ANALYSIS	3,952.96	
CB50644-0030		PI4263	032373	00	03/15/2025	680-8000-454.23-32	TDS ANALYSIS	39.34	
CB50848-0030		PI4264	032373	00	03/21/2025	680-8000-454.23-32	TDS ANALYSIS	39.34	
							VENDOR TOTAL *	4,647.59	
0005297	00	BANNING VETERINARY HOSPITAL							
842023		005938		00	02/05/2025	001-2300-424.33-90	CREMATION	147.75	
842282		005939		00	02/11/2025	001-2300-424.33-90	CREMATION	147.75	
							VENDOR TOTAL *	295.50	
0008778	00	BASTIN, RYAN							
TUITION FY25		005910		00	02/01/2025	670-7000-473.25-09	TUITION REIMBURSEMENT	4,120.00	
							VENDOR TOTAL *	4,120.00	
0004972	00	BEAUMONT BASIN WATERMASTER							
B-297		006105		00	02/12/2025	660-6300-471.42-43	GROUND LEVEL MONITORING	5,624.00	
							VENDOR TOTAL *	5,624.00	
0006091	00	BEAUMONT DO IT BEST HOME CENTER							
553641		PI4388	032952	00	03/29/2025	600-5100-435.30-01	LINK	9.56	
553478		PI4384	032916	00	03/26/2025	610-5800-434.36-00	32GAL TRASH CAN	88.86	
553299		PI4291	032952	00	03/21/2025	704-3200-412.30-02	DRAIN CLEANER	6.99	
553458		PI4292	032952	00	03/26/2025	704-3200-412.36-00	SCREWDRIVER	18.31	
553534		PI4385	032952	00	03/27/2025	704-3200-412.30-02	KICKDOWN STOP	9.69	
553535		PI4386	032952	00	03/27/2025	704-3200-412.30-02	MAGNETIC DOOR STOP	12.38	
553640		PI4387	032952	00	03/29/2025	704-3200-412.30-02	SUPPLIES	11.84	
553637		PI4319	032918	00	03/29/2025	810-9700-490.90-59	CLEANING SUPPLIES	108.25	

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0006091	00	BEAUMONT DO IT BEST HOME CENTER							
							VENDOR TOTAL *	265.88	
0000951	00	BEAUMONT SAFE & LOCK							
78333		PI4301	033156	00	03/26/2025	704-3200-412.30-02	DUPLICATE KEYS	52.00	
							VENDOR TOTAL *	52.00	
0007099	00	BENHAR, DIANA T							
FEBRUARY 2025		006117		00	02/28/2025	001-4000-461.23-15	ZUMBA INSTRUCTION	406.00	
							VENDOR TOTAL *	406.00	
0002051	00	BIO-TOX LABORATORIES							
47025		PI4281	033232	00	03/20/2025	001-2200-421.33-31	BLOOD ANALYSIS	226.00	
47026		PI4282	033232	00	03/20/2025	001-2200-421.33-31	BLOOD ANALYSIS	116.00	
47105		PI4283	033232	00	03/20/2025	001-2200-421.33-31	BLOOD ANALYSIS	496.00	
							VENDOR TOTAL *	838.00	
0007651	00	BUDD-FALEN LAW OFFICES, LLC.							
34872		PI4254	029829	00	03/21/2025	660-6300-471.90-78	FLUME LEGAL SERVICES	15,055.65	
							VENDOR TOTAL *	15,055.65	
0007799	00	BURLINGTON SAFETY LABORATORY							
98555		PI4365	033299	00	03/21/2025	670-7000-473.41-29	EQUIPMENT RETEST	3,116.50	
							VENDOR TOTAL *	3,116.50	
0008753	00	CARLOS, MARIO							
REIMB 2/26/25		005952		00	02/26/2025	810-9700-490.90-59	GATORADE	6.78	
REIMB 2/26/25		005953		00	02/26/2025	810-9700-490.90-59	MEALS	32.30	
							VENDOR TOTAL *	39.08	
0006874	00	CASC ENGINEERING AND CONSULTING INC							
0052934		PI4307	032079	00	03/02/2025	100-4900-431.90-10	DESIGN OF SAN G & RLROAD	1,255.00	
							VENDOR TOTAL *	1,255.00	
0007033	00	CELL BUSINESS EQUIPMENT (CBE)							
IN2816640		PI4268	033052	00	03/23/2025	001-2200-421.32-06	COPY COUNT-PD	171.38	
IN2817098		PI4256	032335	00	03/26/2025	001-4000-461.30-06	COPIER MAINTENANCE	135.09	
IN2817098		PI4257	032335	00	03/26/2025	660-6300-471.30-06	COPIER MAINTENANCE	160.61	
IN2817098		PI4258	032335	00	03/26/2025	670-7000-473.30-06	COPIER MAINTENANCE	535.78	
IN2817098		PI4259	032335	00	03/26/2025	705-4500-412.30-06	COPIER MAINTENANCE	608.49	
IN2817098		PI4261	032335	00	03/26/2025	705-4500-412.30-06	COPIER MAINTENANCE	538.77	
IN2817098		PI4260	032335	00	03/26/2025	761-3100-480.30-06	COPIER MAINTENANCE	79.64	
IN2817098		PI4262	032335	00	03/26/2025	761-3100-480.30-06	COPIER MAINTENANCE	538.77	
							VENDOR TOTAL *	2,768.53	
0008915	00	CHAPAROSA, ANDREW							
TRUE UP FY25		005097		00	02/06/2025	670-7010-473.27-20	COMP SOLAR ELEC & NEM CR	CHECK #: 194404	192.46-
TRUE UP FY25		005097		00	03/05/2025	670-7010-473.27-20	COMP SOLAR ELEC & NEM CR	192.46	
							VENDOR TOTAL *	192.46	192.46-
0008150	00	CHARTER COMMUNICATIONS							

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0008150	00	CHARTER COMMUNICATIONS							
189283801022125005946				00	02/21/2025	670-7000-473.26-07	CORPORATE YARD FIBER	990.58	
							VENDOR TOTAL *	990.58	
0008150	00	CHARTER COMMUNICATIONS,CK GRP-A							
189283601022125005947				00	02/21/2025	670-7000-473.26-07	CITY HALL FIBER	990.58	
							VENDOR TOTAL *	990.58	
0008150	00	CHARTER COMMUNICATIONS,CK GRP-B							
189283501022125005948				00	02/21/2025	001-2060-446.26-09	CITY HALL	119.10	
							VENDOR TOTAL *	119.10	
0008150	00	CHARTER COMMUNICATIONS,CK GRP-C							
189282601022125005949				00	02/21/2025	001-2400-422.26-09	3900 W WILSON	236.28	
							VENDOR TOTAL *	236.28	
0008150	00	CHARTER COMMUNICATIONS,CK GRP-D							
189284101030125005961				00	03/01/2025	001-2060-446.26-09	COMMUNITY CENTER	37.73	
							VENDOR TOTAL *	37.73	
0008150	00	CHARTER COMMUNICATIONS,CK GRP-E							
086811201030125005962				00	03/01/2025	670-7000-473.26-09	CORPORATE YARD	107.34	
							VENDOR TOTAL *	107.34	
0008150	00	CHARTER COMMUNICATIONS,CK GRP-F							
189284201030125005963				00	03/01/2025	001-2060-446.26-09	SENIOR CENTER	37.73	
							VENDOR TOTAL *	37.73	
0008150	00	CHARTER COMMUNICATIONS,CK GRP-G							
189284001030125005964				00	03/01/2025	001-2400-422.26-09	172 N MURRAY ST	38.95	
							VENDOR TOTAL *	38.95	
0008578	00	CICCS							
JAN25 EYE		005933		00	01/01/2025	001-0000-204.80-08	EYEMED VISION	1,170.18	
FEB25 EYE		005937		00	02/01/2025	001-0000-204.80-08	EYEMED VISION	1,082.11	
							VENDOR TOTAL *	2,252.29	
0007061	00	CINTAS CORPORATION							
4221798973		PI4293	032953	00	03/22/2025	100-4900-431.25-02	UNIFORM-STREETS	79.77	
4222536168		PI4340	032953	00	03/29/2025	100-4900-431.25-02	UNIFORM-STREETS	79.77	
4222536324		PI4321	032937	00	03/29/2025	610-5800-434.25-02	UNIFORM-TRANSIT	112.02	
4222536324		PI4322	032937	00	03/29/2025	610-5850-434.25-02	UNIFORM-DAR	7.84	
4221799108		PI4363	033256	00	03/22/2025	670-7000-473.25-02	UNIFORM-ELEC	336.70	
4222536269		PI4364	033256	00	03/29/2025	670-7000-473.25-02	UNIFORM-ELEC	340.32	
4222536221		PI4318	032901	00	03/29/2025	702-3800-480.25-02	UNIFORM-FLEET	87.40	
4221798973		PI4294	032953	00	03/22/2025	704-3200-412.25-02	UNIFORM-BUILD MAINT	11.03	
4222536168		PI4341	032953	00	03/29/2025	704-3200-412.25-02	UNIFORM-BUILD MAINT	11.03	
							VENDOR TOTAL *	1,065.88	
0008274	00	CITY OF BANNING (BNG)							

VEND NO / INVOICE NO	SEQ#	VENDOR NAME / VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0008274	00	CITY OF BANNING (BNG)							
FC A&E FEB25		005936		00	02/01/2025	001-2200-421.32-02	HANGAR FC A&E	383.20	
FC A&E MAR25		005959		00	03/01/2025	001-2200-421.32-02	HANGAR FC A&E	383.20	
FC D-2 MAR25		005958		00	03/01/2025	001-3000-442.32-02	HANGAR FC D-2	197.57	
FC B-5 MAR25		005960		00	03/01/2025	705-4500-412.32-06	HANGAR FC B-5	185.89	
							VENDOR TOTAL *	1,149.86	
0000120	00	CONSOLIDATED ELECTRICAL							
0954-1041960		PI4296	032967	00	03/09/2025	704-3200-412.30-01	4FT LED (150)	1,187.94	
0954-1039929		PI4313	032967	00	01/09/2025	704-3200-412.30-01	4FT LED (25)	210.65	
							VENDOR TOTAL *	1,398.59	
0007772	00	CORE & MAIN, LP							
W400173		PI4369		00	03/16/2025	660-0000-131.00-00	INVENTORY	15,811.19	
W418968		PI4370		00	03/16/2025	660-0000-131.00-00	INVENTORY	242.57	
INV0013299		PI4393	033326	00	02/19/2025	660-6300-471.45-16	INVENTORY	2,998.98	
INV0013437		PI4394	033326	00	02/23/2025	660-6300-471.45-16	INVENTORY	175.42	
							VENDOR TOTAL *	19,228.16	
0007949	00	CYBERTEK COMPUTER & NETWORKING SVCS							
6320		PI4305	033384	00	03/16/2025	704-3200-412.90-15	MATERIALS	5,994.27	
							VENDOR TOTAL *	5,994.27	
0006189	00	CYBERTIME NETWORK COMMUNICATIONS							
1522-25042		PI4396	032558	00	03/31/2025	703-3700-480.30-19	INTERNET CIRCUIT-CITY HAL	699.00	
							VENDOR TOTAL *	699.00	
0007512	00	DOBBINS, DEANN LOUISE							
FEBRUARY 2025		006118		00	02/28/2025	001-4000-461.23-15	SPECIAL NEEDS INSTRUCTION	179.20	
							VENDOR TOTAL *	179.20	
0007839	00	E.R. BLOCK PLUMBING							
142807		PI4375	030133	00	03/15/2025	660-6300-471.33-11	BACKFLOW TESTING	5,475.00	
							VENDOR TOTAL *	5,475.00	
0008531	00	EIDE BAILLY LLP							
EI01814741		PI4399	032876	00	03/29/2025	001-1900-412.33-11	YEAR END CLOSING	13,069.03	
							VENDOR TOTAL *	13,069.03	
0007565	00	ENGINEERING RESOURCES OF SO CA							
61025		PI4251	032559	00	02/14/2025	001-3000-442.33-53	INSPECTION SERVICES	62,427.46	
61050		PI4252	032559	00	02/20/2025	001-3000-442.33-53	PLAN CHECK SERVICES	29,546.12	
							VENDOR TOTAL *	91,973.58	
0006794	00	FAST LUBE & TUNE							
122757		PI4277	033199	00	03/26/2025	702-3800-480.30-05	OIL CHANGE #47	63.16	
122616		PI4302	033199	00	03/22/2025	702-3800-480.30-05	OIL CHANGE #95	71.78	
122879		PI4345	033199	00	03/29/2025	702-3800-480.30-05	OIL CHANGE #842	71.78	
							VENDOR TOTAL *	206.72	
0007053	00	FRONTIER COMMUNICATIONS							

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0007053	00	FRONTIER COMMUNICATIONS							
9518491595FEB25005940				00	02/13/2025	001-2200-421.26-05	MONTHLY SVC	116.13	
2131817186FEB25005943				00	02/19/2025	703-3700-480.30-17	213-181-7186	478.88	
							VENDOR TOTAL *	595.01	
0001375	00	GAS COMPANY, THE							
19499362408FB25006109				00	02/26/2025	100-4900-431.26-06	176 E LINCOLN ST	214.28	
19499362408FB25006108				00	02/26/2025	660-6300-471.26-06	176 E LINCOLN ST	478.02	
19499362408FB25006106				00	02/26/2025	670-7000-473.26-06	176 E LINCOLN ST	478.02	
19499362408FB25006107				00	02/26/2025	702-3800-480.26-06	176 E LINCOLN ST	478.02	
03442480665FB25005941				00	02/13/2025	704-3200-412.26-06	2401 W NICOLET ST	135.74	
							VENDOR TOTAL *	1,784.08	
0007912	00	GOLDEN STAR TECHNOLOGY, INC							
INV109793		PI4285 033303		00	01/09/2025	001-2200-421.90-52	GETAC-PD VEHICLE WRKSTN	845.84	
							VENDOR TOTAL *	845.84	
0008881	00	H&E EQUIPMENTS SERVICES INC							
900196431		PI4304 033366		00	03/15/2025	704-3200-412.30-01	SCISSORLIFT RENTAL	734.57	
							VENDOR TOTAL *	734.57	
0008706	00	HEIDT, ANGELO							
MILEAGE 2/26		006111		00	02/26/2025	001-1910-412.23-05	CONTRACT MGMT & PROCUREMT	62.09	
							VENDOR TOTAL *	62.09	
0007557	00	HERNANDEZ, CARLA							
FEBRUARY 2025		006119		00	02/28/2025	001-4000-461.23-15	KARATE INSTRUCTION	1,025.50	
							VENDOR TOTAL *	1,025.50	
0007697	00	HUERTA JR., GILBERT							
FEBRUARY 2025		006120		00	02/28/2025	001-4000-461.23-15	KUNG-FU & TAICHI	437.50	
							VENDOR TOTAL *	437.50	
0008736	00	HUERTA LOPEZ, TUNNIA A							
FEBRUARY 2025		006121		00	02/28/2025	001-4000-461.23-15	DANZA FOLKLOR MEXICANO	315.00	
							VENDOR TOTAL *	315.00	
0005217	00	IBEW LOCAL 47 RETIREE MEDICAL TRUST							
20250307		PR0307		00	03/07/2025	001-0000-204.80-10	PAYROLL SUMMARY	3,226.37	
							VENDOR TOTAL *	3,226.37	
0005701	00	JOE A GONSALVES & SON							
162273		PI4255 032066		00	03/26/2025	001-1000-411.33-11	LOBBYING SERVICES	4,235.00	
							VENDOR TOTAL *	4,235.00	
0007103	00	KOLLER, MARIE							
FEBRUARY 2025		006122		00	02/28/2025	001-4000-461.23-15	DRAMA INSTRUCTION	10.50	
							VENDOR TOTAL *	10.50	
0007709	00	KV'S FLOORING							

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0007709	00	KV'S FLOORING							
3918		PI4253	033331	00	02/28/2025	704-3200-412.90-15	CITY HALL CARPET	18,899.43	
							VENDOR TOTAL *	18,899.43	
0004249	00	LIEBERT CASSIDY WHITMORE							
286147		005965		00	03/04/2025	700-5300-480.33-04	BA060-00001	1,230.00	
287166		005966		00	03/04/2025	700-5300-480.33-04	BA060-00048	382.50	
287193		005967		00	03/04/2025	700-5300-480.33-04	BA060-00051	9,876.35	
287227		005968		00	03/04/2025	700-5300-480.33-04	BA060-00055	1,563.94	
287228		005969		00	03/04/2025	700-5300-480.33-04	BA060-00054	2,149.50	
287241		005970		00	03/04/2025	700-5300-480.33-04	BA060-00056	394.00	
287252		005971		00	03/04/2025	700-5300-480.33-04	BA060-00057	2,122.50	
287253		005972		00	03/04/2025	700-5300-480.33-04	BA060-00060	45.00	
287254		005973		00	03/04/2025	700-5300-480.33-04	BA060-00058	2,272.50	
287276		005974		00	03/04/2025	700-5300-480.33-04	BA060-00063	2,160.00	
287277		005975		00	03/04/2025	700-5300-480.33-04	BA060-00062	7,386.15	
287286		005976		00	03/04/2025	700-5300-480.33-04	BA060-00064	980.00	
287287		005977		00	03/04/2025	700-5300-480.33-04	BA060-00065	3,645.00	
287300		005978		00	03/04/2025	700-5300-480.33-04	BA060-00066	3,000.50	
287301		005979		00	03/04/2025	700-5300-480.33-04	BA060-00068	5,702.00	
287314		005980		00	03/04/2025	700-5300-480.33-04	BA060-00069	6,437.00	
							VENDOR TOTAL *	49,346.94	
0007988	00	LOS ANGELES COUNTY AUDITOR CONTROL							
25ME0015		005931		00	09/05/2024	001-2200-421.33-31	CASE #23-1215	257.00	
							VENDOR TOTAL *	257.00	
0008055	00	MARIPOSA LANDSCAPES, INC							
112371		PI4381	032405	00	03/30/2025	704-3200-412.23-29	LANDSCAPE MAINT FEB 25	9,775.85	
							VENDOR TOTAL *	9,775.85	
0001757	00	MC CALL'S METER SALES							
37347		PI4392	033195	00	03/09/2025	660-6300-471.45-06	CERTIFIED FLOW TEST	450.00	
							VENDOR TOTAL *	450.00	
0007406	00	MORGAN, DEIDRA J							
FEBRUARY 2025		006123		00	02/28/2025	001-4000-461.23-15	TOT TIME INSTRUCTION	220.50	
							VENDOR TOTAL *	220.50	
0006370	00	MUNOZ, MARIBEL							
MILEAGE 2/26		006112		00	02/26/2025	001-1910-412.23-05	CONTRACT MGMT & PROCUREMT	38.36	
							VENDOR TOTAL *	38.36	
0003909	00	MYERS & SONS HI-WAY SAFETY INC.							
168301		PI4295	032956	00	03/27/2025	100-4900-431.89-54	TRAFFIC CONTROL SUPPLIES	1,530.05	
							VENDOR TOTAL *	1,530.05	
0007805	00	NAPA AUTO PARTS							
227212		PI4316	032920	00	04/02/2025	702-3800-480.38-52	AIR FILTER #237	14.00	
							VENDOR TOTAL *	14.00	
0004076	00	O'REILLY AUTO PARTS							

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0004076	00	O'REILLY AUTO PARTS							
6117-239952		PI4299	032976	00	03/27/2025	702-3800-480.38-52	OIL FILTER #246	43.90	
							VENDOR TOTAL *	43.90	
0005076	00	ONESOURCE DISTRIBUTORS							
S007724903.002		PI4348		00	03/27/2025	670-0000-131.00-00	INVENTORY	2,256.72	
S007810389.001		PI4349		00	03/21/2025	670-0000-131.00-00	INVENTORY	6,089.64	
S007798205.001		PI4351		00	03/22/2025	670-0000-131.00-00	INVENTORY	887.86	
							VENDOR TOTAL *	9,234.22	
0004434	00	ORANGE COUNTY WINWATER WORKS							
168957 02		PI4368		00	02/08/2025	660-0000-131.00-00	INVENTORY	1,424.74	
170718 01		PI4371		00	03/14/2025	660-0000-131.00-00	INVENTORY	1,932.56	
170719 01		PI4372		00	03/14/2025	660-0000-131.00-00	INVENTORY	2,053.72	
							VENDOR TOTAL *	5,411.02	
0007787	00	PACKHAM & TOOMEY, INC							
2025044		PI4310	033101	00	02/28/2025	600-5100-435.30-06	MONTHLY SPCC INSPECTION	125.00	
2025085		PI4344	033101	00	03/30/2025	600-5100-435.30-06	MONTHLY SPCC INSPECTION	125.00	
2025043		PI4312	033266	00	02/28/2025	702-3800-480.30-06	MONTHLY INSPECTION	135.00	
2025086		PI4346	033266	00	03/22/2025	702-3800-480.30-05	MONTHLY INSPECTION	135.00	
							VENDOR TOTAL *	520.00	
0002487	00	PARKHOUSE TIRE, INC.							
2010937853		PI4289	032932	00	03/21/2025	702-3800-480.30-06	TIRE #615	103.40	
2010938703		PI4320	032932	00	03/29/2025	702-3800-480.38-52	TIRES PD	365.41	
							VENDOR TOTAL *	468.81	
0005191	00	PARS							
20250307		PR0307		00	03/07/2025	001-0000-204.25-00	PAYROLL SUMMARY	321.87	
							VENDOR TOTAL *	321.87	
0007789	00	PARTS AUTHORITY							
091-349386		PI4317	032939	00	04/02/2025	702-3800-480.38-52	BATTERY #50	147.68	
091-348312		PI4323	032939	00	03/16/2025	702-3800-480.38-52	GLOVES	218.58	
091-348315		PI4324	032939	00	03/16/2025	702-3800-480.38-52	GLOVES	47.52	
091-348505		PI4325	032939	00	03/20/2025	702-3800-480.38-52	CABIN AIR FILTER #317	31.85	
091-348547		PI4326	032939	00	03/21/2025	702-3800-480.38-52	BCI GROUP 48 #804	230.32	
091-348688		PI4327	032939	00	03/22/2025	702-3800-480.38-52	JUMP STARTERS SHOP 302	309.88	
093-590617		PI4328	032939	00	03/22/2025	702-3800-480.38-52	BCI GROUP 48 #702	230.32	
065-521013		PI4329	032939	00	03/26/2025	702-3800-480.38-52	DEKA BATTERY #631	108.06	
064-053582		PI4330	032939	00	03/27/2025	702-3800-480.38-52	PART #246	17.30	
091-062664		PI4331	032939	00	03/27/2025	702-3800-480.38-52	BATTERY CORE CREDIT	19.40-	
091-062668		PI4332	032939	00	03/27/2025	702-3800-480.38-52	BATTERY CORE CREDIT	9.70-	
091-348944		PI4333	032939	00	03/27/2025	702-3800-480.38-52	FUEL FILTER #863	41.16	
091-348957		PI4334	032939	00	03/27/2025	702-3800-480.38-52	TRANS FILTER #246	88.56	
091-348964		PI4335	032939	00	03/27/2025	702-3800-480.38-52	ANAEROBIC GASKET	5.43	
091-348976		PI4336	032939	00	03/27/2025	702-3800-480.38-52	PARTS #806	267.73	
091-348980		PI4337	032939	00	03/27/2025	702-3800-480.38-52	FILLER HOSE #806	69.75	
091-349087		PI4338	032939	00	03/28/2025	702-3800-480.38-52	TIRE REPAIR KIT #764	2.72	

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0007789	00	PARTS AUTHORITY							
091-349145		PI4339	032939	00	03/29/2025	702-3800-480.38-52	OIL FILTER #244	42.73	
091-062678		PI4357	032939	00	03/27/2025	702-3800-480.38-52	REFRIGERATOR RETURN	29.77-	
							VENDOR TOTAL *	1,800.72	
0004411	00	PRE-PAID LEGAL SERVICES, INC							
JANUARY 2025		005934		00	01/25/2025	001-0000-204.80-07	PREPAID LEGAL PREMIUMS	381.66	
FEBRUARY 2025		005951		00	02/25/2025	001-0000-204.80-07	PREPAID LEGAL PREMIUMS	381.66	
							VENDOR TOTAL *	763.32	
0008168	00	PULVER, JODEANE V							
FEBRUARY 2025		006124		00	02/28/2025	001-4000-461.23-15	YOGA INSTRUCTION	136.50	
							VENDOR TOTAL *	136.50	
0004759	00	RACEWAY FORD INC							
3761311		PI4373	032940	00	04/02/2025	702-3800-480.38-52	MOTOR ASY #908	31.42	
3761312		PI4374	032940	00	04/02/2025	702-3800-480.38-52	LATCH #27	128.47	
							VENDOR TOTAL *	159.89	
0008456	00	RWC GROUP							
XA101234455:01		PI4297	032975	00	03/15/2025	702-3800-480.38-52	BOOSTER PUMP #245	787.03	
XA301195563:01		PI4298	032975	00	03/23/2025	702-3800-480.38-52	DRAG LINK #245 & #246	1,553.00	
XA301205055:01		PI4342	032975	00	03/28/2025	702-3800-480.38-52	WINDSHIELD #245	998.47	
XA301205525:01		PI4343	032975	00	03/30/2025	702-3800-480.38-52	SCISSOR LATCH KIT	127.73	
							VENDOR TOTAL *	3,466.23	
0008231	00	SCA OF CA, LLC							
158551PS		PI4314	031802	00	09/30/2024	100-4900-431.33-11	STREET SWEEPING SERVICES	11,559.00	
158445PS		PI4315	031802	00	08/30/2024	100-4900-431.33-11	STREET SWEEPING SERVICES	11,559.00	
CA1000131		PI4355	031802	00	03/29/2025	100-4900-431.33-11	STREET SWEEPING SERVICES	11,559.00	
							VENDOR TOTAL *	34,677.00	
0006993	00	SHRED-IT USA, LLC							
8009873563		PI4366	033351	00	03/20/2025	670-7000-473.33-11	SHREDDING SERVICES	207.90	
							VENDOR TOTAL *	207.90	
0001561	00	SMART & FINAL							
618666		PI4276	033136	00	03/21/2025	001-4000-461.36-00	WATER	12.48	
							VENDOR TOTAL *	12.48	
0001377	00	SOUTHERN CALIFORNIA WEST COAST ELEC							
50337		PI4300	033057	00	03/13/2025	704-3200-412.30-01	REPLACE PHOTO CELL	373.75	
							VENDOR TOTAL *	373.75	
0007084	00	STAPLES BUSINESS ADVANTAGE							
6023766592		PI4273	033118	00	03/07/2025	001-2200-421.36-00	SUPPLIES	28.24	
6023766593		PI4274	033118	00	03/07/2025	001-2200-421.36-00	SUPPLIES	14.27	
6023907565		PI4275	033118	00	03/09/2025	001-2200-421.36-00	SUPPLIES	46.28	
							VENDOR TOTAL *	88.79	
0004000	00	STATE OF CALIFORNIA DOJ							

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0004000	00	STATE OF CALIFORNIA DOJ							
798951		PI4280	033226	00	03/12/2025	001-2200-421.33-31	BLOOD ANALYSIS	210.00	
793982		PI4362	033226	00	03/07/2025	001-2200-421.33-94	FINGERPRINTING	1,334.00	
							VENDOR TOTAL *	1,544.00	
0008786	00	STOTZ EQUIPMENT							
E01409		PI4391	033166	00	03/15/2025	100-4900-431.89-56	EQUIPMENT	11,962.85	
							VENDOR TOTAL *	11,962.85	
0007997	00	TEC EQUIPMENT, INC							
1831737F		PI4290	032941	00	03/22/2025	702-3800-480.38-52	TUBE #242	132.65	
							VENDOR TOTAL *	132.65	
0007297	00	TETRA TECH INC.							
52375863		PI4266	032926	00	03/06/2025	660-6300-471.33-11	SCADA SUPPORT	5,467.50	
52366767		PI4309	032926	00	02/15/2025	660-6300-471.33-11	SCADA SUPPORT	16,265.00	
							VENDOR TOTAL *	21,732.50	
0006861	00	TKE ENGINEERING, INC							
2025-135		PI4303	033235	00	03/27/2025	660-6300-471.95-10	BOOSTER STATIONS CNST MGT	4,985.00	
							VENDOR TOTAL *	4,985.00	
0007976	00	TOP-LINE INDUSTRIAL SUPPLY, LCC							
473525		PI4286	032923	00	03/22/2025	702-3800-480.38-52	HYDRAULIC HOSE #825	66.24	
							VENDOR TOTAL *	66.24	
0008760	00	ULTIMATE ROOF							
180		PI4390	033054	00	03/29/2025	704-3200-412.30-02	COMPOSITE ROOF REPAIR	1,758.35	
							VENDOR TOTAL *	1,758.35	
0000871	00	UNDERGROUND SERVICE ALERT							
220250056		005924		00	03/01/2025	100-4900-431.30-13	60 NEW TICKETS	40.33	
24-252688		005927		00	03/01/2025	100-4900-431.30-13	CA ST FEE-REGULATORY COST	14.86	
220250056		005925		00	03/01/2025	660-6300-471.45-08	60 NEW TICKETS	40.33	
24-252688		005928		00	03/01/2025	660-6300-471.45-08	CA ST FEE-REGULATORY COST	14.86	
220250056		005926		00	03/01/2025	670-7000-473.45-05	60 NEW TICKETS	40.34	
24-252688		005929		00	03/01/2025	670-7000-473.45-05	CA ST FEE-REGULATORY COST	14.85	
							VENDOR TOTAL *	165.57	
0007743	00	VESTIS SERVICES LLC							
5880857739		PI4279	033216	00	03/23/2025	761-3110-480.25-02	UNIFORM-FSR	107.13	
							VENDOR TOTAL *	107.13	
0008631	00	VIGILANT LLC							
23749		PI4397	032607	00	03/31/2025	703-3700-480.33-11	MEDR: CONTRACTED AMOUNT	3,034.09	
23796		PI4398	032607	00	03/31/2025	703-3700-480.33-11	MNDR: CITY HALL & PD	5,364.34	
							VENDOR TOTAL *	8,398.43	
0099001	00	VILLA, JACKELYN							
83288538		006125		00	02/27/2025	001-0000-218.22-20	REFUND- TOT TIME	45.00	

VEND NO / INVOICE NO	SEQ#	VENDOR NAME / VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0099001	00	VILLA, JACKELYN							
							VENDOR TOTAL *	45.00	
0006650	00	VULCAN MATERIALS							
2704881		PI4389	032972	00	03/09/2025	660-6300-471.45-17	COLD MIX	2,904.95	
							VENDOR TOTAL *	2,904.95	
0004984	00	WALKER, BRIAN							
GUN LOAN FY25		006114		00	02/18/2025	001-0000-116.21-01	EMPLOYEE GUN LOAN	4,214.01	
							VENDOR TOTAL *	4,214.01	
0001436	00	WASTE MANAGEMENT OF THE IE							
WM TAX 002		006128		00	01/29/2025	001-0000-218.22-21	DELINQUENT TAX ROLL	121,002.74	
WM TAX 002		006129		00	01/29/2025	001-9600-356.38-95	FRANCHISE FEE-TAX ROLL	15,125.34-	
							VENDOR TOTAL *	105,877.40	
0001437	00	WASTE MANAGEMENT OF THE IE							
7967574-0149-5		005942		00	02/17/2025	670-7000-473.23-54	40 YD SPCL WST BIN	3,401.57	
							VENDOR TOTAL *	3,401.57	
0007381	00	WEST COAST SAND & GRAVEL, INC.							
810381		PI4284	033297	00	03/07/2025	660-6300-471.45-17	SCREENED FILL SAND	582.43	
							VENDOR TOTAL *	582.43	
0006184	00	WILLDAN ENGINEERING							
002-34075		PI4353	030055	00	03/07/2025	001-2700-442.33-11	PLAN REVIEW /INSPECTION	39,287.50	
							VENDOR TOTAL *	39,287.50	
0008022	00	WITTMAN ENTERPRISES, LLC							
250201202		PI4356	032553	00	03/30/2025	001-2400-422.33-11	BILLING SVCS PERFORMED	2,913.75	
							VENDOR TOTAL *	2,913.75	
0008096	00	YUNEX, LLC							
5610004485		PI4382	032407	00	03/21/2025	100-4900-431.30-09	TRAFFIC SIGNAL CALL OUTS	1,425.00	
90003783		PI4383	032407	00	03/22/2025	100-4900-431.30-09	TRAFFIC SIGNAL MAINT	648.00	
							VENDOR TOTAL *	2,073.00	
							HAND ISSUED TOTAL ***		373.71-
							TOTAL EXPENDITURES ****	632,725.86	373.71-
						GRAND TOTAL	**********		632,352.15

CHECK NO	VENDOR NO	VENDOR NAME	VOUCHER NO	P.O. NO	DATE	ACCOUNT	REMITTANCE AMOUNT (NET OF DISC/RETAIN)		CHECK TOTAL
194815	7468	AMAZON BUSINESS	PI4530	032946	03/17/2025	810-9700-490.90-59	320.68		
							320.68	*	320.68
194816	8584	AMERICAN FIDELITY ASSURAN	006159		03/17/2025	001-0000-204.80-09	5,184.70		
			006160		03/17/2025	001-0000-204.80-02	5,468.02		
			006161		03/17/2025	001-0000-204.80-11	9,672.38		
			006162		03/17/2025	001-0000-204.80-16	2,556.06		
			006163		03/17/2025	001-0000-204.80-12	2,580.74		
			006164		03/17/2025	001-0000-204.30-00	7,996.82		
							33,458.72	*	33,458.72
194817	7048	ANIXTER, INC	PI4494		03/17/2025	670-0000-131.00-00	13,826.61		
							13,826.61	*	13,826.61
194818	7937	ATWORK PERSONNEL SERVICES	PI4428	033263	03/17/2025	761-3100-480.33-11	1,357.44		
							1,357.44	*	1,357.44
194819	7990	BANNING POLICE OFFICERS A	006452		03/17/2025	001-0000-204.50-00	2,910.30		
							2,910.30	*	2,910.30
194820	6091	BEAUMONT DO IT BEST HOME	PI4418	032916	03/17/2025	610-5800-434.36-00	3.86		
							3.86	*	3.86
194821	951	BEAUMONT SAFE & LOCK	PI4533	033156	03/17/2025	704-3200-412.30-02	607.38		
							607.38	*	607.38
194822	998	CA. DEPT OF TRANSPORTATIO	006170		03/17/2025	100-4900-431.26-02	3,143.97		
							3,143.97	*	3,143.97
194823	3780	CALIFORNIA LAW ENFORCE AS	006457		03/17/2025	001-0000-204.80-13	1,056.00		
							1,056.00	*	1,056.00
194824	6874	CASC ENGINEERING AND CONS	PI4509	032893	03/17/2025	001-2800-441.33-42	3,418.50		
			PI4510	032893	03/17/2025	001-2800-441.33-42	2,202.00		
							5,620.50	*	5,620.50
194825	8477	CASTILLO, ASHLEY	006177		03/17/2025	001-2200-421.23-06	70.00		
							70.00	*	70.00
194826	8477	CASTILLO, ASHLEY	006177		03/17/2025	001-2200-421.23-06	240.25		
							240.25	*	240.25
194827	8817	CBRE INC	PI4493	033262	03/17/2025	001-1210-412.33-11	7,800.00		
							7,800.00	*	7,800.00
194828	7561	CELL BUSINESS EQUIP-LEASI	006459		03/17/2025	761-3100-480.30-06	439.04		
			006460		03/17/2025	761-3100-480.30-06	439.04		
							878.08	*	878.08
194829	7033	CELL BUSINESS EQUIPMENT (	PI4401	032335	03/17/2025	001-4000-461.30-06	362.71		
			PI4402	032335	03/17/2025	660-6300-471.30-06	103.15		

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194829	7033	CELL BUSINESS EQUIPMENT (	PI4403	032335	03/17/2025	670-7000-473.30-06	199.63		
			PI4404	032335	03/17/2025	705-4500-412.30-06	3,038.31		
			PI4405	032335	03/17/2025	761-3100-480.30-06	63.77		
			PI4406	032335	03/17/2025	705-4500-412.30-06	135.34		
			PI4407	032335	03/17/2025	761-3100-480.30-06	135.34		
							4,038.25	*	4,038.25
194830	8471	CHANDLER ASSET MANAGEMENT	PI4496	032081	03/17/2025	001-4500-412.33-11	2,145.23		
							2,145.23	*	2,145.23
194831	7061	CINTAS CORPORATION	PI4417	032901	03/17/2025	702-3800-480.25-02	87.40		
			PI4433	033083	03/17/2025	660-6300-471.25-02	246.61		
			PI4434	033083	03/17/2025	680-8000-454.25-02	46.13		
			PI4435	033083	03/17/2025	660-6300-471.25-02	246.61		
			PI4436	033083	03/17/2025	680-8000-454.25-02	46.13		
			PI4437	033083	03/17/2025	660-6300-471.25-02	246.61		
			PI4438	033083	03/17/2025	680-8000-454.25-02	46.13		
			PI4439	033083	03/17/2025	660-6300-471.25-02	246.61		
			PI4440	033083	03/17/2025	680-8000-454.25-02	46.13		
			PI4445	033083	03/17/2025	660-6300-471.25-02	246.61		
			PI4446	033083	03/17/2025	680-8000-454.25-02	46.13		
			PI4447	033083	03/17/2025	660-6300-471.25-02	246.61		
			PI4448	033083	03/17/2025	680-8000-454.25-02	46.13		
			PI4449	033083	03/17/2025	660-6300-471.25-02	246.61		
			PI4450	033083	03/17/2025	680-8000-454.25-02	46.13		
			PI4451	033083	03/17/2025	660-6300-471.25-02	246.61		
			PI4452	033083	03/17/2025	680-8000-454.25-02	46.13		
			PI4500	033256	03/17/2025	670-7000-473.25-02	336.70		
			PI4511	032937	03/17/2025	610-5800-434.25-02	123.27		
			PI4512	032937	03/17/2025	610-5850-434.25-02	7.84		
							2,897.13	*	2,897.13
194832	7772	CORE & MAIN, LP	PI4408		03/17/2025	660-0000-131.00-00	215.50		
			PI4409		03/17/2025	660-0000-131.00-00	8,033.84		
			PI4442	033326	03/17/2025	660-6300-471.45-16	91.74		
			PI4459		03/17/2025	660-0000-131.00-00	1,079.23		
			PI4460		03/17/2025	660-0000-131.00-00	6,849.45		
			PI4461		03/17/2025	660-0000-131.00-00	6,891.69-		
			PI4519		03/17/2025	660-0000-131.00-00	6,852.90		
							16,230.97	*	16,230.97
194833	6189	CYBERTIME NETWORK COMMUNI	PI4414	032557	03/17/2025	660-6300-471.26-07	1,900.00		
							1,900.00	*	1,900.00
194834	7112	DUDEK	PI4430	031985	03/17/2025	660-6300-471.95-08	4,502.25		
							4,502.25	*	4,502.25
194835	6062	FOSTER, SCOTT	006175		03/17/2025	001-4000-461.23-05	255.00		
							255.00	*	255.00
194836	7053	FRONTIER COMMUNICATIONS	006462		03/17/2025	705-4500-412.26-05	116.21		

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194836	7053	FRONTIER COMMUNICATIONS	006463		03/17/2025	660-6300-471.26-05	461.44		
			006464		03/17/2025	670-7000-473.26-05	294.22		
			006465		03/17/2025	001-2200-421.26-05	43.23		
			006466		03/17/2025	001-2400-422.26-05	602.26		
			006467		03/17/2025	001-4000-461.26-05	340.89		
			006468		03/17/2025	610-5800-434.26-05	390.97		
							2,249.22	*	2,249.22
194837	7053	FRONTIER COMMUNICATIONS	006470		03/17/2025	705-4500-412.26-05	132.31		
			006471		03/17/2025	660-6300-471.26-05	525.73		
			006472		03/17/2025	670-7000-473.26-05	342.87		
			006473		03/17/2025	001-2200-421.26-05	43.19		
			006474		03/17/2025	001-2400-422.26-05	683.25		
			006475		03/17/2025	001-4000-461.26-05	405.50		
			006476		03/17/2025	610-5800-434.26-05	456.98		
							2,589.83	*	2,589.83
194838	5602	G & G ENVIRONMENTAL COMPL	PI4429	033380	03/17/2025	680-8000-454.23-40	4,801.00		
							4,801.00	*	4,801.00
194839	448	GRAINGER	PI4425	032942	03/17/2025	702-3800-480.38-52	408.12		
							408.12	*	408.12
194840	6977	HAZEN AND SAWYER	PI4491	029243	03/17/2025	661-6300-471.90-78	78.03		
			PI4492	029243	03/17/2025	661-6300-471.95-08	181.97		
							260.00	*	260.00
194841	1146	I.B.E.W. LOCAL 47	006453		03/17/2025	001-0000-204.53-00	10,766.20		
							10,766.20	*	10,766.20
194842	4086	I.B.E.W. LOCAL 47 (PAC)	006454		03/17/2025	001-0000-204.80-01	48.00		
							48.00	*	48.00
194843	6490	INFOSEND, INC	PI4515	032788	03/17/2025	761-3100-480.23-02	.62		
			PI4516	032788	03/17/2025	761-3100-480.23-04	5.60		
			PI4517	032788	03/17/2025	761-3100-480.33-11	1.03		
			PI4529	032788	03/17/2025	761-3100-480.33-11	215.04		
							222.29	*	222.29
194844	7066	INNOVATIVE EMERGENCY EQUI	PI4426	033111	03/17/2025	702-3800-480.38-52	727.53		
							727.53	*	727.53
194845	8055	MARIPOSA LANDSCAPES, INC	PI4431	032405	03/17/2025	660-6300-471.45-07	1,963.44		
							1,963.44	*	1,963.44
194846	8831	MCC PIPELINE INC	PI4534	033355	03/17/2025	660-6300-471.95-10	381,331.10		
							381,331.10	*	381,331.10
194847	8020	MIKE ROQUET CONSTRUCTION,	PI4501	033370	03/17/2025	660-6300-471.45-08	12,447.45		
			PI4502	033370	03/17/2025	660-6300-471.45-08	11,611.50		
							24,058.95	*	24,058.95

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194848	7548	MILSOFT UTILITY SOLUTIONS	PI4400	033231	03/17/2025	761-3100-480.30-17	4,172.49		
							4,172.49	*	4,172.49
194849	6402	MITSUBISHI ELECTRIC & ELE	PI4531	032960	03/17/2025	704-3200-412.30-02	353.87		
							353.87	*	353.87
194850	8493	MIXON, FRANKLEN	006135		03/17/2025	001-2200-421.23-05	110.99		
							110.99	*	110.99
194851	7329	MORGAN, AMANDA	006176		03/17/2025	001-4000-461.23-05	255.00		
							255.00	*	255.00
194852	7563	NIETO, FRANCISCO	006177		03/17/2025	001-2200-421.23-06	112.50		
							112.50	*	112.50
194853	8001	N2W ENGINEERING, INC	PI4413	032037	03/17/2025	680-8000-454.95-12	7,802.50		
							7,802.50	*	7,802.50
194854	4076	O'REILLY AUTO PARTS	PI4532	032976	03/17/2025	702-3800-480.38-52	42.64		
							42.64	*	42.64
194855	7435	ONLINE INFORMATION SERVIC	PI4441	033181	03/17/2025	761-3100-480.23-51	473.44		
							473.44	*	473.44
194856	4434	ORANGE COUNTY WINWATER WO	PI4411		03/17/2025	660-0000-131.00-00	3,291.06		
			PI4412		03/17/2025	660-0000-131.00-00	1,024.49		
							4,315.55	*	4,315.55
194857	6764	P&P UNIFORMS	PI4518	033035	03/17/2025	001-2210-421.36-04	277.96		
							277.96	*	277.96
194858	2487	PARKHOUSE TIRE, INC.	PI4419	032932	03/17/2025	702-3800-480.38-52	300.68		
			PI4420	032932	03/17/2025	702-3800-480.38-52	365.41		
							666.09	*	666.09
194859	7789	PARTS AUTHORITY	PI4421	032939	03/17/2025	702-3800-480.38-52	384.60		
			PI4422	032939	03/17/2025	702-3800-480.38-52	42.73		
			PI4423	032939	03/17/2025	702-3800-480.38-52	22.03		
							449.36	*	449.36
194860	8943	PETRONE, VINCENT	006172		03/17/2025	675-7020-473.42-35	2,400.00		
							2,400.00	*	2,400.00
194861	8787	PINNACLE PETROMLEUM INC	PI4427	033189	03/17/2025	702-3800-480.36-11	1,816.40		
			PI4499	033189	03/17/2025	702-3800-480.36-11	23,938.33		
							25,754.73	*	25,754.73
194862	8324	PRESCOTT, KEVIN	006177		03/17/2025	001-2200-421.23-06	64.25		
							64.25	*	64.25
194863	5998	SAN BERNARDINO PUBLIC EMP	006455		03/17/2025	001-0000-204.51-00	2,608.47		

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194863	5998	SAN BERNARDINO PUBLIC EMP					2,608.47	*	2,608.47
194864	8235	SATELLITE PHONE STORE	PI4497	032428	03/17/2025	703-3700-480.30-19	307.95		
							307.95	*	307.95
194865	5336	SCCI, INC DBA	PI4443	033337	03/17/2025	660-6300-471.23-06	250.00		
							250.00	*	250.00
194866	6127	SMITH, BRANDON	006177		03/17/2025	001-2200-421.23-06	42.00		
							42.00	*	42.00
194867	7671	SORIANO, NATLLELY	006177		03/17/2025	001-2200-421.23-06	42.00		
							42.00	*	42.00
194868	1376	SOUTHERN CALIFORNIA GAS C	006173		03/17/2025	702-3800-480.36-61	6,663.16		
							6,663.16	*	6,663.16
194869	7997	TEC EQUIPMENT, INC	PI4424	032941	03/17/2025	702-3800-480.38-52	363.67		
							363.67	*	363.67
194870	7933	VACA, YVETTE	006177		03/17/2025	001-2200-421.23-06	42.00		
							42.00	*	42.00
194871	8296	VCS ENVIRONMENTAL	PI4514	032000	03/17/2025	673-7000-473.96-42	10,240.00		
							10,240.00	*	10,240.00
194872	7007	VEOLIA WATER CONTRACT OPE	PI4495	031245	03/17/2025	680-8000-454.23-38	76,371.36		
							76,371.36	*	76,371.36
194873	7743	VESTIS SERVICES LLC	PI4513	033216	03/17/2025	761-3110-480.25-02	107.13		
							107.13	*	107.13
194874	464	WESTERN WATER WORKS SUPPL	PI4410		03/17/2025	660-0000-131.00-00	612.02		
							612.02	*	612.02
194875	6662	XENIA PACIFIC, INC	PI4444	033403	03/17/2025	610-5800-434.36-00	172.40		
							172.40	*	172.40
						BANK/CHECK TOTAL	677,761.83		677,761.83
						ALL BANKS/CHECKS TOTAL	677,761.83		677,761.83

VEND NO / INVOICE NO	SEQ#	VENDOR NAME / VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0007468	00	AMAZON BUSINESS							
1QRG-XH49-CCCJ		PI4530	032946	00	04/05/2025	810-9700-490.90-59	SUPPLIES	320.68	
							VENDOR TOTAL *	320.68	
0008584	00	AMERICAN FIDELITY ASSURANCE							
D808791		006159		00	01/01/2025	001-0000-204.80-09	ACCIDENT POLICY	5,184.70	
D808791		006160		00	01/01/2025	001-0000-204.80-02	CANCER POLICY	5,468.02	
D808791		006161		00	01/01/2025	001-0000-204.80-11	DISABILITY-SUPP STD	9,672.38	
D808791		006162		00	01/01/2025	001-0000-204.80-16	GRP HOSP INDEMNITY	2,556.06	
D808791		006163		00	01/01/2025	001-0000-204.80-12	CRITICAL ILLNESS	2,580.74	
D808791		006164		00	01/01/2025	001-0000-204.30-00	WHOLE/TERM LIFE	7,996.82	
							VENDOR TOTAL *	33,458.72	
0007048	00	ANIXTER, INC							
5817333-00		PI4494		00	12/25/2024	670-0000-131.00-00	INVENTORY	13,826.61	
							VENDOR TOTAL *	13,826.61	
0007937	00	ATWORK PERSONNEL SERVICES							
310937		PI4428	033263	00	04/06/2025	761-3100-480.33-11	BURGER 03/02/25	1,357.44	
							VENDOR TOTAL *	1,357.44	
0007990	00	BANNING POLICE OFFICERS ASSOC.							
FEBRUARY 2025		006452		00	02/28/2025	001-0000-204.50-00	POLICE OFFICER ASSOC DUES	2,910.30	
							VENDOR TOTAL *	2,910.30	
0006091	00	BEAUMONT DO IT BEST HOME CENTER							
553843		PI4418	032916	00	04/03/2025	610-5800-434.36-00	SINGLE SIDED KEYS	3.86	
							VENDOR TOTAL *	3.86	
0000951	00	BEAUMONT SAFE & LOCK							
77608		PI4533	033156	00	04/06/2025	704-3200-412.30-02	RETROFIT ELEC STRIKE HDWR	607.38	
							VENDOR TOTAL *	607.38	
0000998	00	CA. DEPT OF TRANSPORTATION							
SL250251		006170		00	02/24/2025	100-4900-431.26-02	SIGNALS & LIGHTING	3,143.97	
							VENDOR TOTAL *	3,143.97	
0003780	00	CALIFORNIA LAW ENFORCE ASSN							
MARCH 2025		006457		00	03/01/2025	001-0000-204.80-13	POLICE LTD PREMIUMS	1,056.00	
							VENDOR TOTAL *	1,056.00	
0006874	00	CASC ENGINEERING AND CONSULTING INC							
0052647		PI4509	032893	00	01/30/2025	001-2800-441.33-42	LAND USE CIRCU ELEMENTS	3,418.50	
0052339		PI4510	032893	00	11/30/2024	001-2800-441.33-42	LAND USE CIRCU ELEMENTS	2,202.00	
							VENDOR TOTAL *	5,620.50	
0008477	00	CASTILLO, ASHLEY							
MEALS 3/17-19		006177		00	03/17/2025	001-2200-421.23-06	POST E&P MGMT COURSE	70.00	
							VENDOR TOTAL *	70.00	
0008477	00	CASTILLO, ASHLEY,CK GRP-A							

VEND NO / INVOICE NO	SEQ#	VENDOR NAME / VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0008477	00	CASTILLO, ASHLEY,CK GRP-A							
MEALS 3/10-13		006177		00	03/10/2025	001-2200-421.23-06	FIREARM TECH & SPECIALIST	240.25	
							VENDOR TOTAL *	240.25	
0008817	00	CBRE INC							
067991-2-24		PI4493	033262	00	11/29/2024	001-1210-412.33-11	APPRAISAL APN 532-130-018	7,800.00	
							VENDOR TOTAL *	7,800.00	
0007561	00	CELL BUSINESS EQUIP-LEASING							
5025305807		006459		00	07/01/2024	761-3100-480.30-06	FPI MAILING EQUIPMENT	439.04	
5026126294		006460		00	07/01/2024	761-3100-480.30-06	FPI MAILING EQUIPMENT	439.04	
							VENDOR TOTAL *	878.08	
0007033	00	CELL BUSINESS EQUIPMENT (CBE)							
IN2809749		PI4401	032335	00	03/02/2025	001-4000-461.30-06	COPIER MAINTENANCE	362.71	
IN2809749		PI4402	032335	00	03/02/2025	660-6300-471.30-06	COPIER MAINTENANCE	103.15	
IN2809749		PI4403	032335	00	03/02/2025	670-7000-473.30-06	COPIER MAINTENANCE	199.63	
IN2809749		PI4404	032335	00	03/02/2025	705-4500-412.30-06	COPIER MAINTENANCE	3,038.31	
IN2809749		PI4406	032335	00	03/02/2025	705-4500-412.30-06	COPIER MAINTENANCE	135.34	
IN2809749		PI4405	032335	00	03/02/2025	761-3100-480.30-06	COPIER MAINTENANCE	63.77	
IN2809749		PI4407	032335	00	03/02/2025	761-3100-480.30-06	COPIER MAINTENANCE	135.34	
							VENDOR TOTAL *	4,038.25	
0008471	00	CHANDLER ASSET MANAGEMENT INC							
2502BANNING		PI4496	032081	00	04/05/2025	001-4500-412.33-11	ASSET & INVESTMENT MGMT	2,145.23	
							VENDOR TOTAL *	2,145.23	
0007061	00	CINTAS CORPORATION							
4223212903		PI4511	032937	00	04/05/2025	610-5800-434.25-02	UNIFORM-TRANSIT	123.27	
4223212903		PI4512	032937	00	04/05/2025	610-5850-434.25-02	UNIFORM-DAR	7.84	
4220308877		PI4433	033083	00	03/08/2025	660-6300-471.25-02	UNIFORM-WATER	246.61	
4221047292		PI4435	033083	00	03/15/2025	660-6300-471.25-02	UNIFORM-WATER	246.61	
4221799159		PI4437	033083	00	03/22/2025	660-6300-471.25-02	UNIFORM-WATER	246.61	
4222536310		PI4439	033083	00	03/29/2025	660-6300-471.25-02	UNIFORM-WATER	246.61	
4216606390		PI4445	033083	00	02/01/2025	660-6300-471.25-02	UNIFORM-WATER	246.61	
4217411009		PI4447	033083	00	02/08/2025	660-6300-471.25-02	UNIFORM-WATER	246.61	
4218137450		PI4449	033083	00	02/15/2025	660-6300-471.25-02	UNIFORM-WATER	246.61	
4218871555		PI4451	033083	00	02/22/2025	660-6300-471.25-02	UNIFORM-WATER	246.61	
4223212769		PI4500	033256	00	04/05/2025	670-7000-473.25-02	UNIFORM-ELEC	336.70	
4220308877		PI4434	033083	00	03/08/2025	680-8000-454.25-02	UNIFORM-WASTEWATER	46.13	
4221047292		PI4436	033083	00	03/15/2025	680-8000-454.25-02	UNIFORM-WASTEWATER	46.13	
4221799159		PI4438	033083	00	03/22/2025	680-8000-454.25-02	UNIFORM-WASTEWATER	46.13	
4222536310		PI4440	033083	00	03/29/2025	680-8000-454.25-02	UNIFORM-WASTEWATER	46.13	
4216606390		PI4446	033083	00	02/01/2025	680-8000-454.25-02	UNIFORM-WASTEWATER	46.13	
4217411009		PI4448	033083	00	02/08/2025	680-8000-454.25-02	UNIFORM-WASTEWATER	46.13	
4218137450		PI4450	033083	00	02/15/2025	680-8000-454.25-02	UNIFORM-WASTEWATER	46.13	
4218871555		PI4452	033083	00	02/22/2025	680-8000-454.25-02	UNIFORM-WASTEWATER	46.13	
4223212716		PI4417	032901	00	04/05/2025	702-3800-480.25-02	UNIFORM-FLEET	87.40	
							VENDOR TOTAL *	2,897.13	
0007772	00	CORE & MAIN, LP							

VEND NO / INVOICE NO	SEQ#	VENDOR NAME / VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0007772	00	CORE & MAIN, LP							
W174848		PI4408		00	01/17/2025	660-0000-131.00-00	INVENTORY	215.50	
W189901		PI4409		00	01/18/2025	660-0000-131.00-00	INVENTORY	8,033.84	
V822912		PI4459		00	11/17/2024	660-0000-131.00-00	INVENTORY	1,079.23	
V688406		PI4460		00	12/08/2024	660-0000-131.00-00	INVENTORY	6,849.45	
W250755		PI4461		00	02/06/2025	660-0000-131.00-00	CREDIT FOR INV W189901	6,891.69-	
W250695		PI4519		00	03/02/2025	660-0000-131.00-00	INVENTORY	6,852.90	
INV0013902		PI4442	033326	00	03/08/2025	660-6300-471.45-16	INVENTORY	91.74	
							VENDOR TOTAL *	16,230.97	
0006189	00	CYBERTIME NETWORK COMMUNICATIONS							
1521-25041		PI4414	032557	00	03/31/2025	660-6300-471.26-07	CITYWIDE LOOPED MICROWAVE	1,900.00	
							VENDOR TOTAL *	1,900.00	
0007112	00	DUDEK							
202500626		PI4430	031985	00	03/29/2025	660-6300-471.95-08	WELL M12A DESIGN	4,502.25	
							VENDOR TOTAL *	4,502.25	
0006062	00	FOSTER, SCOTT							
MEALS 3/18-21		006175		00	03/18/2025	001-4000-461.23-05	CONNECTION CPRS CONF	255.00	
							VENDOR TOTAL *	255.00	
0007053	00	FRONTIER COMMUNICATIONS							
2091885918JL24A006465				00	07/01/2024	001-2200-421.26-05	209-060-5278	43.23	
2091885918JL24A006466				00	07/01/2024	001-2400-422.26-05	209-188-5918/951-849-1147	602.26	
2091885918JL24A006467				00	07/01/2024	001-4000-461.26-05	951-849-0152	340.89	
2091885918JL24A006468				00	07/01/2024	610-5800-434.26-05	951-849-0641	390.97	
2091885918JL24A006463				00	07/01/2024	660-6300-471.26-05	951-922-3281/951-922-3283	461.44	
2091885918JL24A006464				00	07/01/2024	670-7000-473.26-05	951-922-3260/951-922-3294	294.22	
2091885918JL24A006462				00	07/01/2024	705-4500-412.26-05	951-849-1550	116.21	
							VENDOR TOTAL *	2,249.22	
0007053	00	FRONTIER COMMUNICATIONS,CK GRP-A							
2091885918MAR25006473				00	02/28/2025	001-2200-421.26-05	209-060-5278	43.19	
2091885918MAR25006474				00	02/28/2025	001-2400-422.26-05	209-188-5918/951-849-1147	683.25	
2091885918MAR25006475				00	02/28/2025	001-4000-461.26-05	951-849-0152	405.50	
2091885918MAR25006476				00	02/28/2025	610-5800-434.26-05	951-849-0641	456.98	
2091885918MAR25006471				00	02/28/2025	660-6300-471.26-05	951-922-3281/951-922-3283	525.73	
2091885918MAR25006472				00	02/28/2025	670-7000-473.26-05	951-922-3260/951-922-3294	342.87	
2091885918MAR25006470				00	02/28/2025	705-4500-412.26-05	951-849-1550	132.31	
							VENDOR TOTAL *	2,589.83	
0005602	00	G & G ENVIRONMENTAL COMPLIANCE, INC							
BANNING-0225		PI4429	033380	00	04/02/2025	680-8000-454.23-40	SSMP SRVCS/TRAVEL & MAT	4,801.00	
							VENDOR TOTAL *	4,801.00	
0000448	00	GRAINGER							
9427379210		PI4425	032942	00	04/03/2025	702-3800-480.38-52	SUPPLIES	408.12	
							VENDOR TOTAL *	408.12	
0006977	00	HAZEN AND SAWYER							

VEND NO / INVOICE NO	SEQ#	VENDOR NAME / VOUCHER NO	P.O. NO	BNK CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0006977	00	HAZEN AND SAWYER						
20062-001-53		PI4491	029243	00 11/15/2024	661-6300-471.90-78	WELL C8 CONSTUCTION MGMT	78.03	
20062-001-53		PI4492	029243	00 11/15/2024	661-6300-471.95-08	WELL C8 CONSTUCTION MGMT	181.97	
						VENDOR TOTAL *	260.00	
0001146	00	I.B.E.W. LOCAL 47						
FEBRUARY 2025		006453		00 02/28/2025	001-0000-204.53-00	GEN/UTILITY UNION DUES	10,766.20	
						VENDOR TOTAL *	10,766.20	
0004086	00	I.B.E.W. LOCAL 47 (PAC)						
FEBRUARY 2025		006454		00 02/28/2025	001-0000-204.80-01	PAC DUES	48.00	
						VENDOR TOTAL *	48.00	
0006490	00	INFOSEND, INC						
281672		PI4515	032788	00 03/30/2025	761-3100-480.23-02	UB BILL SVC 2/28/25	.62	
281672		PI4516	032788	00 03/30/2025	761-3100-480.23-04	UB BILL SVC 2/28/25	5.60	
281672		PI4517	032788	00 03/30/2025	761-3100-480.33-11	UB BILL SVC 2/28/25	1.03	
282972		PI4529	032788	00 04/10/2025	761-3100-480.33-11	OCR SCANLINE TESTS	215.04	
						VENDOR TOTAL *	222.29	
0007066	00	INNOVATIVE EMERGENCY EQUIPMENT						
34274		PI4426	033111	00 04/04/2025	702-3800-480.38-52	PUSH BUMPER #36	727.53	
						VENDOR TOTAL *	727.53	
0008055	00	MARIPOSA LANDSCAPES, INC						
112372		PI4431	032405	00 03/30/2025	660-6300-471.45-07	LANDSCAPE MAINT FEB 25	1,963.44	
						VENDOR TOTAL *	1,963.44	
0008831	00	MCC PIPELINE INC						
224-43-2		PI4534	033355	00 03/01/2025	660-6300-471.95-10	RAMSEY WATERLINE RPLCMNT	381,331.10	
						VENDOR TOTAL *	381,331.10	
0008020	00	MIKE ROQUET CONSTRUCTION, INC.						
0301-25		PI4501	033370	00 04/04/2025	660-6300-471.45-08	ASPHALT/CONCRETE	12,447.45	
0302-25		PI4502	033370	00 04/04/2025	660-6300-471.45-08	ASPHALT/CONCRETE	11,611.50	
						VENDOR TOTAL *	24,058.95	
0007548	00	MILSOFT UTILITY SOLUTIONS, INC						
20251996		PI4400	033231	00 03/31/2025	761-3100-480.30-17	HOSTED TEXTING DEDICATED	4,172.49	
						VENDOR TOTAL *	4,172.49	
0006402	00	MITSUBISHI ELECTRIC & ELECTRONICS						
519173		PI4531	032960	00 03/31/2025	704-3200-412.30-02	REGULAR SERVICE-PD	353.87	
						VENDOR TOTAL *	353.87	
0008493	00	MIXON, FRANKLEN						
TRAVEL 2/26-28		006135		00 02/26/2025	001-2200-421.23-05	CASE INVESTIGATION	110.99	
						VENDOR TOTAL *	110.99	
0007329	00	MORGAN, AMANDA						

VEND NO / INVOICE NO	SEQ#	VENDOR NAME / VOUCHER	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0007329	00	MORGAN, AMANDA							
MEALS 3/18-21		006176		00	03/18/2025	001-4000-461.23-05	CONNECTION CPRS CONF	255.00	
							VENDOR TOTAL *	255.00	
0007563	00	NIETO, FRANCISCO							
MEALS 3/19		006177		00	03/19/2025	001-2200-421.23-06	MUNITIONS INSTRUCTOR	112.50	
							VENDOR TOTAL *	112.50	
0008001	00	N2W ENGINEERING, INC							
0794		PI4413	032037	00	04/02/2025	680-8000-454.95-12	WWTP OWNER ADVISOR	7,802.50	
							VENDOR TOTAL *	7,802.50	
0004076	00	O'REILLY AUTO PARTS							
6117-241594		PI4532	032976	00	04/05/2025	702-3800-480.38-52	OIL FILTER #60-61	42.64	
							VENDOR TOTAL *	42.64	
0007435	00	ONLINE INFORMATION SERVICES							
1312497		PI4441	033181	00	03/30/2025	761-3100-480.23-51	UB CREDIT CHECK	473.44	
							VENDOR TOTAL *	473.44	
0004434	00	ORANGE COUNTY WINWATER WORKS							
168957 03		PI4411		00	03/21/2025	660-0000-131.00-00	INVENTORY	3,291.06	
170718 02		PI4412		00	03/29/2025	660-0000-131.00-00	INVENTORY	1,024.49	
							VENDOR TOTAL *	4,315.55	
0006764	00	P&P UNIFORMS							
431975/4		PI4518	033035	00	03/13/2025	001-2210-421.36-04	UNIFORM-RAVAGO	277.96	
							VENDOR TOTAL *	277.96	
0002487	00	PARKHOUSE TIRE, INC.							
2010939917		PI4419	032932	00	04/04/2025	702-3800-480.38-52	TIRES #1005	300.68	
2010940081		PI4420	032932	00	03/05/2025	702-3800-480.38-52	TIRES #90	365.41	
							VENDOR TOTAL *	666.09	
0007789	00	PARTS AUTHORITY							
062-127293		PI4421	032939	00	04/04/2025	702-3800-480.38-52	OIL FILTER #242	384.60	
091-349565		PI4422	032939	00	04/04/2025	702-3800-480.38-52	OIL FILTER #242	42.73	
091-349686		PI4423	032939	00	04/05/2025	702-3800-480.38-52	CABIN AIR FILTER #1006	22.03	
							VENDOR TOTAL *	449.36	
0008943	00	PETRONE, VINCENT							
49269-24382 AC		006172		00	03/06/2025	675-7020-473.42-35	RESIDENTIAL AC REBATE	2,400.00	
							VENDOR TOTAL *	2,400.00	
0008787	00	PINNACLE PETROMLEUM INC							
0365540		PI4427	033189	00	04/04/2025	702-3800-480.36-11	DIESEL FUEL	1,816.40	
0365539		PI4499	033189	00	04/04/2025	702-3800-480.36-11	87 REG UNLEADED FUEL	23,938.33	
							VENDOR TOTAL *	25,754.73	
0008324	00	PRESCOTT, KEVIN							

VEND NO / INVOICE NO	SEQ#	VENDOR NAME / VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0008324	00	PRESCOTT, KEVIN							
MEALS 3/18-20		006177		00	03/18/2025	001-2200-421.23-06	2025 INLAND GANG CONF	64.25	
							VENDOR TOTAL *	64.25	
0005998	00	SAN BERNARDINO PUBLIC EMPLOYEES							
FEBRUARY 2025		006455		00	02/28/2025	001-0000-204.51-00	TEAMSTER DUES	2,608.47	
							VENDOR TOTAL *	2,608.47	
0008235	00	SATELLITE PHONE STORE							
9408-1398550		PI4497	032428	00	03/31/2025	703-3700-480.30-19	IRIDIUM MNTH EMERGY PLAN	307.95	
							VENDOR TOTAL *	307.95	
0005336	00	SCCI, INC DBA							
245186		PI4443	033337	00	03/26/2025	660-6300-471.23-06	SAFETY MEETING 02/13/25	250.00	
							VENDOR TOTAL *	250.00	
0006127	00	SMITH, BRANDON							
MEALS 3/25-26		006177		00	03/25/2025	001-2200-421.23-06	POST TRNG COORDINATOR	42.00	
							VENDOR TOTAL *	42.00	
0007671	00	SORIANO, NATLLELY							
MEALS 3/25-26		006177		00	03/25/2025	001-2200-421.23-06	POST TRNG COORDINATOR	42.00	
							VENDOR TOTAL *	42.00	
0001376	00	SOUTHERN CALIFORNIA GAS CO							
09242310481FB25		006173		00	03/07/2025	702-3800-480.36-61	NATUAL GAS VEHICLE FUEL	6,663.16	
							VENDOR TOTAL *	6,663.16	
0007997	00	TEC EQUIPMENT, INC							
1835323F		PI4424	032941	00	04/04/2025	702-3800-480.38-52	FUEL FILTER #863	363.67	
							VENDOR TOTAL *	363.67	
0007933	00	VACA, YVETTE							
MEALS 3/25-26		006177		00	03/25/2025	001-2200-421.23-06	POST TRNG COORDINATOR	42.00	
							VENDOR TOTAL *	42.00	
0008296	00	VCS ENVIRONMENTAL							
25250		PI4514	032000	00	03/07/2025	673-7000-473.96-42	MSHCP/CEQA WILDFIRE MIT	10,240.00	
							VENDOR TOTAL *	10,240.00	
0007007	00	VEOLIA WATER CONTRACT OPERATIONS US							
9000202126		PI4495	031245	00	03/31/2025	680-8000-454.23-38	O&M FEE MARCH 2025	76,371.36	
							VENDOR TOTAL *	76,371.36	
0007743	00	VESTIS SERVICES LLC							
5880869728		PI4513	033216	00	04/06/2025	761-3110-480.25-02	UNIFORM-FSR	107.13	
							VENDOR TOTAL *	107.13	
0000464	00	WESTERN WATER WORKS SUPPLY CO							
1411108-00		PI4410		00	03/23/2025	660-0000-131.00-00	INVENTORY	612.02	

VEND NO / INVOICE NO	SEQ#	VENDOR NAME / VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0000464	00	WESTERN WATER WORKS SUPPLY CO							
							VENDOR TOTAL *	612.02	
0006662	00	XENIA PACIFIC, INC							
6498		PI4444 033403 00			03/22/2025	610-5800-434.36-00	POSTERS (4)	172.40	
							VENDOR TOTAL *	172.40	
							TOTAL EXPENDITURES ****	677,761.83	
							GRAND TOTAL **********		677,761.83

CHECK NO	VENDOR NO	VENDOR NAME	VOUCHER NO	P.O. NO	DATE	ACCOUNT	REMITTANCE AMOUNT (NET OF DISC/RETAIN)		CHECK TOTAL
194876	7801	AB FENCE COMPANY, INC	PI4490	033395	03/20/2025	001-3600-461.30-07	5,000.00		
							5,000.00	*	5,000.00
194877	4781	ADVANCED WORKPLACE STRATE	006497		03/20/2025	001-1300-412.33-32	106.45		
							106.45	*	106.45
194878	3065	ALBERT A. WEBB ASSOCIATES	PI4680	030269	03/20/2025	101-4900-431.93-16	10,061.50		
			PI4681	031727	03/20/2025	101-4900-431.93-16	432.00		
			PI4682	032633	03/20/2025	681-8000-454.95-12	10,401.75		
			PI4683	033234	03/20/2025	661-6300-471.33-11	1,698.18		
							22,593.43	*	22,593.43
194879	7098	ALL STAR ELITE SPORTS	PI4660	033100	03/20/2025	001-5400-446.41-60	560.39		
							560.39	*	560.39
194880	8714	ALTA LANGUAGE SERVICES IN	006499		03/20/2025	001-1300-412.33-11	276.00		
							276.00	*	276.00
194881	7468	AMAZON BUSINESS	PI4484	033121	03/20/2025	001-4000-461.36-00	16.92		
			PI4485	033121	03/20/2025	001-4000-461.36-00	7.74		
			PI4504	033023	03/20/2025	001-2700-442.36-00	27.72		
			PI4507	033044	03/20/2025	670-7000-473.45-16	53.85		
			PI4523	033045	03/20/2025	705-4500-412.36-00	7.53		
			PI4594	032929	03/20/2025	702-3800-480.38-52	62.96		
			PI4601	033032	03/20/2025	660-6300-471.36-00	128.03		
			PI4609	033023	03/20/2025	001-2700-442.36-00	287.44		
			PI4612	033032	03/20/2025	660-6300-471.36-00	47.76		
			PI4613	033032	03/20/2025	660-6300-471.36-00	69.43		
			PI4614	033032	03/20/2025	660-6300-471.36-00	19.38		
			PI4641	033108	03/20/2025	001-4050-461.36-00	143.10		
			PI4642	033121	03/20/2025	001-5400-446.41-60	176.17		
			PI4643	033121	03/20/2025	001-4000-461.36-00	333.42		
			PI4644	033121	03/20/2025	001-5400-446.41-60	628.69		
			PI4655	032945	03/20/2025	001-1400-412.36-00	40.90		
			PI4656	032947	03/20/2025	100-4900-431.36-00	180.30		
			PI4674	032946	03/20/2025	810-9700-490.90-59	55.91		
			PI4678	033045	03/20/2025	810-9700-490.90-59	267.83		
			PI4679	033045	03/20/2025	705-4500-412.36-00	57.77		
			PI4691	033045	03/20/2025	001-1000-411.36-07	10.18		
			PI4692	033045	03/20/2025	705-4500-412.36-00	10.18		
			PI4693	033045	03/20/2025	705-4500-412.36-00	24.88		
			PI4694	033045	03/20/2025	810-9700-490.90-59	12.45		
			PI4695	033045	03/20/2025	001-1910-412.36-00	203.80		
							2,874.34	*	2,874.34
194882	7048	ANIXTER, INC	PI4648		03/20/2025	670-0000-131.00-00	131,670.50		
							131,670.50	*	131,670.50
194883	6899	ASBURY ENVIRONMENTAL SERV	PI4659	032991	03/20/2025	702-3800-480.23-49	137.00		
							137.00	*	137.00

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194884	921	ASSOCIATED BAG COMPANY	PI4548	033322	03/20/2025	670-7000-473.45-16	1,814.10		
							1,814.10	*	1,814.10
194885	6175	AT&T CALNET 2	006585		03/20/2025	001-2200-421.26-05	103.97		
			006586		03/20/2025	001-2200-421.26-05	217.63		
							321.60	*	321.60
194886	7667	ATBACKGROUNDS	006514		03/20/2025	001-1300-412.33-11	602.06		
							602.06	*	602.06
194887	7937	ATWORK PERSONNEL SERVICES	PI4453	033074	03/20/2025	001-3000-442.23-27	219.42		
			PI4454	033074	03/20/2025	660-6300-471.23-27	329.14		
			PI4455	033074	03/20/2025	680-8000-454.23-27	329.14		
			PI4456	033074	03/20/2025	702-3800-480.23-27	219.42		
			PI4469	033334	03/20/2025	001-2740-442.23-27	1,363.65		
			PI4489	033334	03/20/2025	001-2740-442.23-27	1,022.74		
			PI4580	033263	03/20/2025	761-3100-480.33-11	1,326.78		
			PI4603	033146	03/20/2025	001-2200-421.23-27	142.56		
			PI4605	033334	03/20/2025	001-2740-442.23-27	1,363.65		
							6,316.50	*	6,316.50
194888	6942	AUER, WILLIAM	006540		03/20/2025	001-2200-421.25-09	621.00		
							621.00	*	621.00
194889	6774	BABCOCK LABORATORIES, INC	PI4556	032373	03/20/2025	660-6300-471.23-32	261.91		
			PI4557	032373	03/20/2025	660-6300-471.23-32	86.94		
			PI4558	032373	03/20/2025	660-6300-471.23-32	309.53		
			PI4559	032373	03/20/2025	660-6300-471.23-32	39.34		
			PI4560	032373	03/20/2025	660-6300-471.23-32	86.94		
			PI4561	032373	03/20/2025	660-6300-471.23-32	261.91		
			PI4562	032373	03/20/2025	660-6300-471.23-32	71.43		
			PI4563	032373	03/20/2025	680-8000-454.23-32	39.34		
			PI4564	032373	03/20/2025	660-6300-471.23-32	23.81		
			PI4565	032373	03/20/2025	660-6300-471.23-32	86.94		
			PI4566	032373	03/20/2025	660-6300-471.23-32	261.91		
			PI4671	032373	03/20/2025	660-6300-471.23-32	261.91		
			PI4684	032373	03/20/2025	660-6300-471.23-32	57.96		
							1,849.87	*	1,849.87
194890	5297	BANNING VETERINARY HOSPIT	006503		03/20/2025	001-2300-424.33-90	71.63		
			006504		03/20/2025	001-2300-424.33-90	147.75		
			006505		03/20/2025	001-2300-424.33-90	147.75		
			006506		03/20/2025	001-2300-424.33-90	147.75		
			006562		03/20/2025	001-2300-424.33-90	147.75		
			006563		03/20/2025	001-2300-424.33-90	147.75		
							810.38	*	810.38
194891	6091	BEAUMONT DO IT BEST HOME	PI4462	032952	03/20/2025	600-5100-435.30-01	136.11		
			PI4482	033114	03/20/2025	001-3600-461.30-01	9.69		
			PI4483	033114	03/20/2025	001-3600-461.30-06	76.47		
			PI4486	033144	03/20/2025	001-4000-461.30-02	20.54		

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194891	6091	BEAUMONT DO IT BEST HOME	PI4571	032952	03/20/2025	704-3200-412.30-02	45.77		
			PI4629	032952	03/20/2025	100-4900-431.36-00	71.07		
			PI4675	032952	03/20/2025	704-3200-412.30-02	13.99		
			PI4676	032952	03/20/2025	704-3200-412.30-02	15.60		
							389.24	*	389.24
194892	8271	BLAISDELL'S BUSINESS PROD	PI4704	033224	03/20/2025	001-2200-421.36-00	693.76		
			PI4705	033224	03/20/2025	705-4500-412.36-00	1,090.19		
							1,783.95	*	1,783.95
194893	6870	BOA ARCHITECTURE	PI4621	031900	03/20/2025	001-1200-412.33-11	785.00		
							785.00	*	785.00
194894	3991	BURKE, WILLIAMS & SORENSO	006480		03/20/2025	700-5300-480.33-04	310.00		
			006482		03/20/2025	700-5300-480.33-04	1,505.00		
			006484		03/20/2025	700-5300-480.33-04	9,412.50		
			006495		03/20/2025	700-5300-480.33-04	5,500.00		
							16,727.50	*	16,727.50
194895	8394	CABAZON WATER DISTRICT	006564		03/20/2025	660-6300-471.42-51	27,368.21		
							27,368.21	*	27,368.21
194896	4042	CALIFORNIA WATER ENVIRONM	006566		03/20/2025	680-8000-454.23-03	239.00		
			006567		03/20/2025	680-8000-454.23-03	106.00		
			006568		03/20/2025	680-8000-454.23-03	106.00		
							451.00	*	451.00
194897	95	CALOLYMPIC GLOVE & SAFETY	PI4505	033029	03/20/2025	670-7000-473.41-29	191.08		
							191.08	*	191.08
194898	7078	CANON FINANCIAL SERVICES,	PI4541	032336	03/20/2025	001-4000-461.32-06	178.45		
			PI4542	032336	03/20/2025	660-6300-471.32-06	178.45		
			PI4543	032336	03/20/2025	670-7000-473.32-06	38.47		
			PI4544	032336	03/20/2025	670-7000-473.32-06	154.45		
			PI4545	032336	03/20/2025	705-4500-412.32-06	613.99		
			PI4546	032336	03/20/2025	761-3100-480.32-06	178.45		
							1,342.26	*	1,342.26
194899	6874	CASC ENGINEERING AND CONS	PI4701	032893	03/20/2025	001-2800-441.33-42	57,712.75		
							57,712.75	*	57,712.75
194900	4253	CDW GOVERNMENT, LLC	PI4668	033075	03/20/2025	703-3700-480.30-19	97.73		
							97.73	*	97.73
194901	7561	CELL BUSINESS EQUIP-LEASI	PI4706	032577	03/20/2025	705-4500-412.33-11	439.04		
			PI4707	032577	03/20/2025	705-4500-412.33-11	439.04		
			PI4708	032577	03/20/2025	705-4500-412.33-11	439.04		
			PI4709	032577	03/20/2025	705-4500-412.33-11	582.58		
							1,899.70	*	1,899.70
194902	7033	CELL BUSINESS EQUIPMENT (	PI4703	033052	03/20/2025	001-2200-421.32-06	168.98		

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194902	7033	CELL BUSINESS EQUIPMENT (					168.98	*	168.98
194903	5307	CENTER ELECTRIC SERVICES,	PI4572	033082	03/20/2025	660-6300-471.45-06	3,361.03		
			PI4573	033082	03/20/2025	660-6300-471.45-06	515.44		
			PI4574	033082	03/20/2025	660-6300-471.45-06	902.02		
			PI4575	033082	03/20/2025	660-6300-471.45-06	773.16		
							5,551.65	*	5,551.65
194904	7061	CINTAS CORPORATION	PI4463	032953	03/20/2025	100-4900-431.25-02	79.77		
			PI4464	032953	03/20/2025	704-3200-412.25-02	11.03		
			PI4478	032953	03/20/2025	704-3200-412.36-00	534.49		
			PI4479	032953	03/20/2025	704-3200-412.36-00	506.53		
			PI4487	033161	03/20/2025	001-3600-461.25-02	52.32		
			PI4488	033162	03/20/2025	001-4000-461.36-03	77.57		
			PI4593	032901	03/20/2025	702-3800-480.25-02	87.40		
			PI4595	032937	03/20/2025	610-5800-434.25-02	123.27		
			PI4596	032937	03/20/2025	610-5850-434.25-02	7.84		
			PI4598	032953	03/20/2025	100-4900-431.25-02	79.77		
			PI4599	032953	03/20/2025	704-3200-412.25-02	11.03		
			PI4645	033161	03/20/2025	001-3600-461.25-02	52.32		
							1,623.34	*	1,623.34
194905	8274	CITY OF BANNING (BNG)	006588		03/20/2025	001-3600-461.32-02	197.57		
							197.57	*	197.57
194906	8153	CONCENTRA MEDICAL CENTERS	006491		03/20/2025	001-1300-412.33-32	144.00		
			006493		03/20/2025	001-1300-412.33-32	252.00		
			006498		03/20/2025	001-1300-412.33-32	270.00		
			006576		03/20/2025	001-1300-412.33-32	45.00		
			006591		03/20/2025	001-1300-412.33-32	126.00		
			006592		03/20/2025	001-1300-412.33-32	126.00		
							963.00	*	963.00
194907	120	CONSOLIDATED ELECTRICAL	PI4657	032967	03/20/2025	704-3200-412.30-02	1,034.40		
							1,034.40	*	1,034.40
194908	7772	CORE & MAIN, LP	PI4584		03/20/2025	660-0000-131.00-00	3,991.92		
			PI4670		03/20/2025	660-0000-131.00-00	195.16-		
							3,796.76	*	3,796.76
194909	5345	COUTS HEATING & COOLING,	PI4465	032968	03/20/2025	704-3200-412.30-21	616.43		
							616.43	*	616.43
194910	8220	DANIEL R HOUSER INC	PI4662	033405	03/20/2025	761-3100-480.33-11	9,900.00		
							9,900.00	*	9,900.00
194911	8789	DEGRAVE COMMUNICATIONS IN	PI4457	033218	03/20/2025	680-8000-454.33-11	682.50		
			PI4458	033218	03/20/2025	690-9600-453.33-11	585.00		
							1,267.50	*	1,267.50
194912	8123	DELTA DENTAL INSURANCE CO	006489		03/20/2025	001-0000-204.32-00	913.52		

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194912	8123	DELTA DENTAL INSURANCE CO	006490		03/20/2025	001-0000-204.32-00	40.66-		
							872.86	*	872.86
194913	8108	DELTA DENTAL OF CALIFORNI	006487		03/20/2025	001-0000-204.32-00	8,130.19		
			006488		03/20/2025	001-0000-204.32-00	455.85-		
							7,674.34	*	7,674.34
194914	8830	EFFICIENCY SERVICES GROUP	PI4581	033349	03/20/2025	675-7020-473.42-58	3,700.00		
							3,700.00	*	3,700.00
194915	7775	ELITE FIRE PROTECTION, I	PI4480	032970	03/20/2025	810-9700-490.90-59	1,567.81		
							1,567.81	*	1,567.81
194916	7565	ENGINEERING RESOURCES OF	PI4587	032552	03/20/2025	660-6300-471.33-11	10,948.00		
			PI4588	032552	03/20/2025	680-8000-454.33-11	4,692.00		
			PI4607	032559	03/20/2025	001-3000-442.33-53	92,356.60		
			PI4608	032559	03/20/2025	001-3000-442.33-53	38,322.07		
							146,318.67	*	146,318.67
194917	7536	ENTERPRISE FM TRUST	006516		03/20/2025	702-3800-480.32-06	314.77		
			006517		03/20/2025	001-2200-421.32-06	584.80		
			006518		03/20/2025	001-3000-442.32-06	661.46		
			006519		03/20/2025	670-7000-473.32-06	2,974.54		
			006520		03/20/2025	810-9700-490.90-59	275.79		
			006521		03/20/2025	001-2740-442.32-06	1,029.39		
			006522		03/20/2025	761-3110-480.32-06	441.65		
			006523		03/20/2025	001-3600-461.32-06	2,451.19		
			006524		03/20/2025	100-4900-431.32-06	4,935.96		
			006525		03/20/2025	660-6300-471.32-06	9,465.49		
			006526		03/20/2025	001-2300-424.32-06	927.47		
			006527		03/20/2025	001-2400-422.32-06	492.33		
			006528		03/20/2025	001-2400-422.32-06	442.06		
							24,996.90	*	24,996.90
194918	8518	EXECUTIVE FACILTIES SERVI	PI4472	032334	03/20/2025	704-3200-412.33-18	2,078.11		
							2,078.11	*	2,078.11
194919	6794	FAST LUBE & TUNE	PI4576	033199	03/20/2025	702-3800-480.30-05	71.78		
			PI4577	033199	03/20/2025	702-3800-480.30-05	63.16		
			PI4578	033199	03/20/2025	702-3800-480.30-05	74.02		
			PI4579	033199	03/20/2025	702-3800-480.30-05	75.23		
			PI4626	033199	03/20/2025	702-3800-480.30-05	71.78		
			PI4627	033199	03/20/2025	702-3800-480.30-05	63.16		
							419.13	*	419.13
194920	1081	FERRELLGAS LP	PI4616	033261	03/20/2025	660-6300-471.36-08	967.95		
							967.95	*	967.95
194921	7053	FRONTIER COMMUNICATIONS	006511		03/20/2025	705-4500-412.26-05	312.99		
			006512		03/20/2025	705-4500-412.23-42	17.54		
			006581		03/20/2025	001-2200-421.26-05	576.11		

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194921	7053	FRONTIER COMMUNICATIONS	006593		03/20/2025	001-2200-421.26-05	76.63		
							983.27	*	983.27
194922	2589	GARDA CL WEST INC	PI4604	033241	03/20/2025	761-3100-480.23-43	1,280.15		
			PI4615	033241	03/20/2025	761-3100-480.23-43	36.33		
							1,316.48	*	1,316.48
194923	1375	GAS COMPANY, THE	006501		03/20/2025	600-5100-435.26-06	183.27		
			006569		03/20/2025	001-2400-422.26-06	186.65		
							369.92	*	369.92
194924	8524	GRANICUS LLC	PI4634	033339	03/20/2025	001-2700-442.23-33	1,380.00		
							1,380.00	*	1,380.00
194925	7527	GREAT WESTERN INSTALLATIO	PI4669	033269	03/20/2025	001-3600-461.30-01	5,340.85		
							5,340.85	*	5,340.85
194926	6308	H&L CHARTER CO, INC	PI4646	033398	03/20/2025	001-4000-461.42-31	2,307.00		
							2,307.00	*	2,307.00
194927	6977	HAZEN AND SAWYER	PI4470	029243	03/20/2025	661-6300-471.90-78	6,482.43		
			PI4471	029243	03/20/2025	661-6300-471.95-08	15,118.47		
			PI4582	029243	03/20/2025	661-6300-471.90-78	178.56		
			PI4583	029243	03/20/2025	661-6300-471.95-08	416.44		
							22,195.90	*	22,195.90
194928	7697	HUERTA JR., GILBERT	006507		03/20/2025	001-4000-461.23-15	196.00		
			006509		03/20/2025	001-4000-461.23-15	196.00		
			006510		03/20/2025	001-4000-461.23-15	196.00		
							588.00	*	588.00
194929	5217	IBEW LOCAL 47 RETIREE MED	PR0321		03/20/2025	001-0000-204.80-10	3,073.02		
							3,073.02	*	3,073.02
194930	8667	IMEG CONSULTANTS CORP	PI4652	032682	03/20/2025	810-9700-490.90-60	1,698.50		
							1,698.50	*	1,698.50
194931	6490	INFOSEND, INC	PI4520	032788	03/20/2025	761-3100-480.23-02	.91		
			PI4521	032788	03/20/2025	761-3100-480.23-04	8.09		
			PI4522	032788	03/20/2025	761-3100-480.33-11	151.49		
							160.49	*	160.49
194932	6624	INNOVATIVE FEDERAL STRATE	PI4606	032524	03/20/2025	705-4500-412.33-11	4,750.00		
							4,750.00	*	4,750.00
194933	5794	KEMIRA WATER SOLUTIONS IN	PI4602	033122	03/20/2025	680-8000-454.36-08	4,872.10		
							4,872.10	*	4,872.10
194934	7850	KEN GRODY FORD REDLANDS	PI4625	033188	03/20/2025	702-3800-480.30-05	346.56		
							346.56	*	346.56

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194935	8101	KIMLEY-HORN AND ASSOCIATE	PI4653	032872	03/20/2025	681-8000-454.90-78	31,900.48		
							31,900.48	*	31,900.48
194936	6618	LEXISNEXIS RISK SOLUTIONS	PI4503	032332	03/20/2025	001-2200-421.30-17	112.55		
							112.55	*	112.55
194937	8577	LINCOLN FINANCIAL GROUP	006545		03/20/2025	001-0000-204.30-00	120.50		
			006547		03/20/2025	001-0000-204.30-00	120.50		
			006549		03/20/2025	001-0000-204.30-00	1,206.91		
			006550		03/20/2025	001-0000-204.14-00	4,513.71		
			006551		03/20/2025	001-0000-204.14-00	3,282.67		
			006552		03/20/2025	001-0000-204.30-00	2,353.34		
			006553		03/20/2025	001-0000-204.30-00	120.50		
							11,718.13	*	11,718.13
194938	8055	MARIPOSA LANDSCAPES, INC	PI4481	033041	03/20/2025	111-4900-432.23-29	6,517.60		
			PI4663	030833	03/20/2025	001-3600-461.23-29	8,517.45		
			PI4664	030833	03/20/2025	001-4010-461.23-29	1,090.80		
			PI4665	030833	03/20/2025	001-4000-461.23-29	499.99		
			PI4666	030833	03/20/2025	001-4050-461.23-29	481.73		
							17,107.57	*	17,107.57
194939	3577	MERLIN JOHNSON CONSTRUCTI	PI4618	033102	03/20/2025	660-6300-471.45-06	3,748.00		
			PI4619	033102	03/20/2025	660-6300-471.45-06	4,229.00		
							7,977.00	*	7,977.00
194940	99001	MIGUEL IBARRA	006597		03/20/2025	001-2700-351.35-20	182.00		
			006598		03/20/2025	001-2400-351.35-11	183.00		
							365.00	*	365.00
194941	7548	MILSOFT UTILITY SOLUTIONS	PI4686	033231	03/20/2025	761-3100-480.30-17	3,200.00		
							3,200.00	*	3,200.00
194942	7329	MORGAN, AMANDA	006494		03/20/2025	001-4000-461.23-05	44.55		
							44.55	*	44.55
194943	7805	NAPA AUTO PARTS	PI4672	032920	03/20/2025	702-3800-480.38-52	258.28		
							258.28	*	258.28
194944	4076	O'REILLY AUTO PARTS	PI4620	032976	03/20/2025	702-3800-480.38-52	9.46		
							9.46	*	9.46
194945	5076	ONESOURCE DISTRIBUTORS	PI4628		03/20/2025	670-0000-131.00-00	1,950.28		
			PI4649		03/20/2025	670-0000-131.00-00	22,103.15		
							24,053.43	*	24,053.43
194946	7787	PACKHAM & TOOMEY, INC	PI4661	033266	03/20/2025	702-3800-480.30-06	135.00		
							135.00	*	135.00
194947	2487	PARKHOUSE TIRE, INC.	PI4567	032932	03/20/2025	702-3800-480.38-52	1,978.87		
			PI4568	032932	03/20/2025	702-3800-480.38-52	631.80		

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194947	2487	PARKHOUSE TIRE, INC.	PI4622	032932	03/20/2025	702-3800-480.38-52	145.48		
			PI4623	032932	03/20/2025	702-3800-480.38-52	320.87		
			PI4687	032932	03/20/2025	702-3800-480.38-52	508.31		
							3,585.33	*	3,585.33
194948	5191	PARS	PR0321		03/20/2025	001-0000-204.25-00	303.82		
							303.82	*	303.82
194949	7789	PARTS AUTHORITY	PI4547	032939	03/20/2025	702-3800-480.38-52	19.40-		
			PI4549	032939	03/20/2025	702-3800-480.38-52	13.26		
			PI4550	032939	03/20/2025	702-3800-480.38-52	14.98		
			PI4551	032939	03/20/2025	702-3800-480.38-52	29.70		
			PI4552	032939	03/20/2025	702-3800-480.38-52	29.70		
			PI4553	032939	03/20/2025	702-3800-480.38-52	135.52		
			PI4554	032939	03/20/2025	702-3800-480.38-52	16.99		
			PI4555	032939	03/20/2025	702-3800-480.38-52	230.32		
			PI4569	032939	03/20/2025	702-3800-480.38-52	135.52-		
			PI4635	032939	03/20/2025	702-3800-480.38-52	110.90		
			PI4636	032939	03/20/2025	702-3800-480.38-52	19.40-		
			PI4637	032939	03/20/2025	702-3800-480.38-52	50.42		
			PI4638	032939	03/20/2025	702-3800-480.38-52	6.21		
			PI4639	032939	03/20/2025	702-3800-480.38-52	98.49		
			PI4640	032939	03/20/2025	702-3800-480.38-52	193.60		
			PI4688	032939	03/20/2025	702-3800-480.38-52	60.51		
			PI4689	032939	03/20/2025	702-3800-480.38-52	8.48		
			PI4690	032939	03/20/2025	702-3800-480.38-52	31.85		
							856.61	*	856.61
194950	8226	POULTER, HANNAH	006485		03/20/2025	001-2200-421.25-09	459.00		
							459.00	*	459.00
194951	1295	PRESS-ENTERPRISE, THE	PI4524	033228	03/20/2025	001-2800-441.23-01	126.17		
			PI4528	033228	03/20/2025	001-3000-442.23-01	252.35		
			PI4536	033228	03/20/2025	670-7000-473.23-01	136.77		
			PI4538	033228	03/20/2025	001-3000-442.23-01	123.53		
							638.82	*	638.82
194952	5242	PUBLIC AGENCY RETIREMENT	006594		03/20/2025	001-1900-412.33-11	300.00		
							300.00	*	300.00
194953	4759	RACEWAY FORD INC	PI4570	032940	03/20/2025	702-3800-480.38-52	311.41		
			PI4624	032940	03/20/2025	702-3800-480.38-52	222.02		
							533.43	*	533.43
194954	8243	REZENDES, DILLON	006600		03/20/2025	001-2200-421.23-06	1,150.00		
							1,150.00	*	1,150.00
194955	7337	RICHARDS WATSON GERSHON	005917		03/20/2025	002-0000-222.31-01	735.00-		
			005917		03/20/2025	002-0000-222.34-01	735.00		
			006137		03/20/2025	700-5300-480.33-04	12,297.98		
			006138		03/20/2025	700-5300-480.33-04	22.90		

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194955	7337	RICHARDS WATSON GERSHON	006139		03/20/2025	700-5300-480.33-04	251.90		
			006140		03/20/2025	700-5300-480.33-04	251.90		
			006141		03/20/2025	700-5300-480.33-04	160.30		
			006142		03/20/2025	700-5300-480.33-04	22.90		
			006143		03/20/2025	700-5300-480.33-04	22.90		
			006144		03/20/2025	700-5300-480.33-04	412.20		
			006145		03/20/2025	700-5300-480.33-04	11,203.99		
			006146		03/20/2025	700-5300-480.33-04	68.70		
			006147		03/20/2025	700-5300-480.33-04	91.60		
			006148		03/20/2025	700-5300-480.33-04	68.70		
			006149		03/20/2025	700-5300-480.33-04	3,732.30		
			006150		03/20/2025	002-0000-222.34-01	280.00		
			006151		03/20/2025	002-2800-361.41-02	280.00-		
			006152		03/20/2025	002-2800-441.33-04	280.00		
			006153		03/20/2025	700-5300-480.33-04	153.00		
			006153		03/20/2025	700-5300-480.33-04	280.00		
			006154		03/20/2025	700-5300-480.33-04	91.60		
			006154		03/20/2025	002-0000-222.34-01	640.90		
			006154		03/20/2025	002-2800-361.41-02	640.90-		
			006154		03/20/2025	002-2800-441.33-04	640.90		
			006154		03/20/2025	700-5300-480.33-04	2,863.75		
			006154		03/20/2025	700-5300-480.33-04	3,191.09		
			006154		03/20/2025	700-5300-480.33-04	3,242.20		
							39,350.81	*	39,350.81
194956	7998	RIVERSIDE UNIVERSITY HEAL	006596		03/20/2025	001-2200-421.33-31	1,200.00		
							1,200.00	*	1,200.00
194957	8758	ROADWAY ASSET SERVICES LL	PI4508	033069	03/20/2025	101-4900-431.93-16	58,831.06		
							58,831.06	*	58,831.06
194958	8456	RWC GROUP	PI4677	032975	03/20/2025	702-3800-480.38-52	389.65		
							389.65	*	389.65
194959	5998	SAN BERNARDINO PUBLIC EMP	006532		03/20/2025	001-0000-204.51-00	2,571.67		
							2,571.67	*	2,571.67
194960	8626	SCPPA	PI4415	032668	03/20/2025	670-7010-473.27-50	347.54		
			PI4416	032766	03/20/2025	675-7020-473.42-58	3,924.00		
			PI4432	032766	03/20/2025	675-7020-473.42-58	2,286.08		
							6,557.62	*	6,557.62
194961	5901	SGP DESIGN AND PRINT	PI4658	032974	03/20/2025	610-5800-434.36-00	290.93		
							290.93	*	290.93
194962	6993	SHRED-IT USA, LLC	PI4633	033351	03/20/2025	001-2200-421.23-07	327.00		
							327.00	*	327.00
194963	7095	SITEONE LANDSCAPE SUPPLY	PI4466	033227	03/20/2025	100-4900-431.36-00	317.07		
			PI4467	033227	03/20/2025	704-3200-412.30-01	102.67		
							419.74	*	419.74

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194964	8904	SLOVAK BARON EMPEY MURPHY	PI4525	033373	03/20/2025	700-5300-480.33-04	59,539.08		
			PI4526	033373	03/20/2025	700-5300-480.33-04	34,723.95		
			PI4527	033373	03/20/2025	700-5300-480.33-04	15,005.40		
							109,268.43	*	109,268.43
194965	7083	SOFTWARE ONE, INC	PI4539	032564	03/20/2025	703-3700-480.30-17	2,680.45		
			PI4540	032564	03/20/2025	703-3700-480.30-17	1,550.00		
							4,230.45	*	4,230.45
194966	1370	SOUTH COAST AIR QUALITY	006579		03/20/2025	001-2200-421.41-04	165.96		
			006580		03/20/2025	001-2200-421.41-04	541.04		
							707.00	*	707.00
194967	1371	SOUTHERN CALIFORNIA EDISO	006508		03/20/2025	670-7000-473.26-04	94.46		
			006570		03/20/2025	660-6300-471.26-04	93.66		
			006571		03/20/2025	660-6300-471.26-04	416.74		
			006572		03/20/2025	660-6300-471.26-04	282.55		
			006573		03/20/2025	660-6300-471.26-04	1,801.42		
			006574		03/20/2025	660-6300-471.26-04	73.84		
							2,762.67	*	2,762.67
194968	7084	STAPLES BUSINESS ADVANTAG	PI4506	033034	03/20/2025	001-2800-441.36-00	43.09		
			PI4535	033137	03/20/2025	705-4500-412.36-00	41.63		
			PI4630	033034	03/20/2025	001-2800-441.36-00	129.52		
			PI4696	033056	03/20/2025	001-1400-412.36-00	30.89		
			PI4697	033056	03/20/2025	001-1400-412.36-00	16.63		
			PI4698	033056	03/20/2025	001-1400-412.36-00	603.72		
			PI4699	033137	03/20/2025	705-4500-412.36-00	55.57		
							921.05	*	921.05
194969	7997	TEC EQUIPMENT, INC	PI4597	032941	03/20/2025	702-3800-480.38-52	102.08		
							102.08	*	102.08
194970	8576	TEXAS LIFE INSURANCE COMP	006602		03/20/2025	001-0000-204.30-00	5,820.07		
							5,820.07	*	5,820.07
194971	6861	TKE ENGINEERING, INC	PI4700	033235	03/20/2025	660-6300-471.95-10	10,745.00		
							10,745.00	*	10,745.00
194972	99001	TRI POINTE HOMES	006589		03/20/2025	001-2700-351.35-20	189.00		
			006590		03/20/2025	001-2700-351.35-20	378.00		
							567.00	*	567.00
194973	2403	TURBO DATA SYSTEMS INC	PI4667	032753	03/20/2025	001-2200-421.23-45	152.88		
							152.88	*	152.88
194974	7933	VACA, YVETTE	006578		03/20/2025	001-0000-116.21-01	1,911.49		
							1,911.49	*	1,911.49
194975	7743	VESTIS SERVICES LLC	PI4631	033216	03/20/2025	761-3110-480.25-02	107.13		
							107.13	*	107.13

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194976	7885	VIRTUAL PROJECT MANAGER,	PI4589	032629	03/20/2025	100-4900-431.30-17	200.00		
			PI4590	032629	03/20/2025	660-6300-471.30-17	400.00		
			PI4591	032629	03/20/2025	680-8000-454.30-17	300.00		
			PI4592	032629	03/20/2025	704-3200-412.30-17	100.00		
							1,000.00	*	1,000.00
194977	7381	WEST COAST SAND & GRAVEL,	PI4647	033297	03/20/2025	660-6300-471.45-17	586.11		
							586.11	*	586.11
194978	466	WILBUR'S POWER EQUIPMENT	PI4468	033292	03/20/2025	100-4900-431.36-00	253.17		
							253.17	*	253.17
194979	6184	WILLDAN ENGINEERING	PI4650	030055	03/20/2025	001-2700-442.33-11	39,280.00		
			PI4651	030055	03/20/2025	001-2700-442.33-11	24,920.00		
							64,200.00	*	64,200.00
194980	8096	YUNEX, LLC	PI4702	032407	03/20/2025	100-4900-431.30-09	648.00		
							648.00	*	648.00
						BANK/CHECK TOTAL	966,029.00		966,029.00
						ALL BANKS/CHECKS TOTAL	966,029.00		966,029.00

VEND NO / INVOICE NO	SEQ#	VENDOR NAME / VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0007801	00	AB FENCE COMPANY, INC							
2024-64		PI4490	033395	00	03/28/2025	001-3600-461.30-07	FENCING	5,000.00	
							VENDOR TOTAL *	5,000.00	
0004781	00	ADVANCED WORKPLACE STRATEGIES INC							
649587		006497		00	02/25/2025	001-1300-412.33-32	RANDOM DRUG/ALCOHOL SCRN	106.45	
							VENDOR TOTAL *	106.45	
0003065	00	ALBERT A. WEBB ASSOCIATES							
ARIV0007604		PI4680	030269	00	03/24/2025	101-4900-431.93-16	SUN LAKES BLVD EXTENSION	10,061.50	
ARIV0007510		PI4681	031727	00	03/24/2025	101-4900-431.93-16	OMAR RAMSEY INTST DESIGN	432.00	
ARIV0007330		PI4683	033234	00	03/24/2025	661-6300-471.33-11	BANNING NP-2	1,698.18	
ARIV0007584		PI4682	032633	00	03/24/2025	681-8000-454.95-12	EQUALIZATION BASIN	10,401.75	
							VENDOR TOTAL *	22,593.43	
0007098	00	ALL STAR ELITE SPORTS							
4872		PI4660	033100	00	04/11/2025	001-5400-446.41-60	SHIRTS W/LOGOS (40)	560.39	
							VENDOR TOTAL *	560.39	
0008714	00	ALTA LANGUAGE SERVICES INC							
IS770488		006499		00	02/28/2025	001-1300-412.33-11	BILINGUAL TESTING (4)	276.00	
							VENDOR TOTAL *	276.00	
0007468	00	AMAZON BUSINESS							
1CQQ-JWF3-KFYR		PI4691	033045	00	04/11/2025	001-1000-411.36-07	IPHONE CHARGER	10.18	
1LN9-9QDN-JLCP		PI4655	032945	00	04/15/2025	001-1400-412.36-00	OFFICE SIGNAGE	40.90	
13R3-RHTD-KVNF		PI4695	033045	00	04/15/2025	001-1910-412.36-00	PORTABLE MONITOR & SUPPLI	203.80	
1YDJ-VWX3-6GJY		PI4504	033023	00	03/27/2025	001-2700-442.36-00	DATE STAMP	27.72	
11DX-QQL3-4YQM		PI4609	033023	00	03/07/2025	001-2700-442.36-00	WIRELESS HEADSETS (3)	287.44	
11LG-DJ61-7FTX		PI4484	033121	00	03/28/2025	001-4000-461.36-00	FIRST AID SUPPLIES	16.92	
1LDM-NJGN-R9HM		PI4485	033121	00	03/30/2025	001-4000-461.36-00	CLEANING SPRAY	7.74	
1D4V-9R17-4VQX		PI4643	033121	00	04/05/2025	001-4000-461.36-00	MAGNETIC DRY ERASE BOARD	333.42	
11HK-VMLP-6VWQ		PI4641	033108	00	04/02/2025	001-4050-461.36-00	SENSORY TOYS	143.10	
1CXN-XLXN-G4HP		PI4642	033121	00	04/02/2025	001-5400-446.41-60	PARTY SUPPLIES	176.17	
13K6-6HWJ-7X4J		PI4644	033121	00	04/10/2025	001-5400-446.41-60	DISASTER PREP SUPPLIES	628.69	
14MF-WV3H-DCP3		PI4656	032947	00	04/14/2025	100-4900-431.36-00	SAFETY VEST (6)	180.30	
11KC-69HH-6PRL		PI4601	033032	00	04/10/2025	660-6300-471.36-00	TONER CARTRIDGE	128.03	
1J96-749R-DR6V		PI4612	033032	00	03/15/2025	660-6300-471.36-00	FOLDERS (2-50PK)	47.76	
1CJC-NVDC-PMXT		PI4613	033032	00	03/16/2025	660-6300-471.36-00	SUPPLIES	69.43	
1JQN-NXHF-PXT7		PI4614	033032	00	03/16/2025	660-6300-471.36-00	SUPPLIES	19.38	
1L6F-R4YD-FRFX		PI4507	033044	00	03/29/2025	670-7000-473.45-16	SUPPLIES	53.85	
1WLC-PRFT-6GJN		PI4594	032929	00	04/10/2025	702-3800-480.38-52	BATTERY CHGR UNIT WELL 10	62.96	
1THL-4VN3-G3GY		PI4523	033045	00	04/02/2025	705-4500-412.36-00	LETTER OPENER	7.53	
1X73-44GD-VV1W		PI4679	033045	00	04/12/2025	705-4500-412.36-00	RSTK SUPPLIES	57.77	
1CQQ-JWF3-KFYR		PI4692	033045	00	04/11/2025	705-4500-412.36-00	IPHONE CHARGER	10.18	
1HDW-CFTX-MGDM		PI4693	033045	00	04/15/2025	705-4500-412.36-00	HAND SOAP	24.88	
1LHP-W4FM-6Q1W		PI4674	032946	00	04/05/2025	810-9700-490.90-59	HP PRINT/INK-OPV	55.91	
1PJR-7Y76-RTLJ		PI4678	033045	00	04/11/2025	810-9700-490.90-59	HP PRINT/INK -OPV	267.83	
1HDW-CFTX-MGDM		PI4694	033045	00	04/15/2025	810-9700-490.90-59	HAND SOAP	12.45	
							VENDOR TOTAL *	2,874.34	
0007048	00	ANIXTER, INC							

VEND NO / INVOICE NO	SEQ#	VENDOR NAME / VOUCHER	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0007048	00	ANIXTER, INC							
5817434-00		PI4648		00	12/11/2024	670-0000-131.00-00	INVENTORY	131,670.50	
							VENDOR TOTAL *	131,670.50	
0006899	00	ASBURY ENVIRONMENTAL SERVICES DBA							
I500-01191159		PI4659	032991	00	04/16/2025	702-3800-480.23-49	USED OIL/EPA FEE	137.00	
							VENDOR TOTAL *	137.00	
0000921	00	ASSOCIATED BAG COMPANY							
F332065		PI4548	033322	00	01/18/2025	670-7000-473.45-16	BLUE DISPOSABLE WIPER/TWL	1,814.10	
							VENDOR TOTAL *	1,814.10	
0006175	00	AT&T CALNET 2							
000023119282		006585		00	03/01/2025	001-2200-421.26-05	MONTHLY SVC	103.97	
000023119538		006586		00	03/01/2025	001-2200-421.26-05	MONTHLY SVC	217.63	
							VENDOR TOTAL *	321.60	
0007667	00	ATBACKGROUNDS							
4553		006514		00	03/01/2025	001-1300-412.33-11	BACKGROUND SCREENING	602.06	
							VENDOR TOTAL *	602.06	
0007937	00	ATWORK PERSONNEL SERVICES							
310935		PI4603	033146	00	04/06/2025	001-2200-421.23-27	M BOND 03/02/25	142.56	
310934		PI4469	033334	00	04/06/2025	001-2740-442.23-27	INZUNZA 03/02/25	1,363.65	
310014		PI4489	033334	00	03/30/2025	001-2740-442.23-27	INZUNZA 02/23/25	1,022.74	
311762		PI4605	033334	00	04/13/2025	001-2740-442.23-27	INZUNZA 03/09/25	1,363.65	
310016		PI4453	033074	00	03/30/2025	001-3000-442.23-27	SANTELLO 02/23/25	219.42	
310016		PI4454	033074	00	03/30/2025	660-6300-471.23-27	SANTELLO 02/23/25	329.14	
310016		PI4455	033074	00	03/30/2025	680-8000-454.23-27	SANTELLO 02/23/25	329.14	
310016		PI4456	033074	00	03/30/2025	702-3800-480.23-27	SANTELLO 02/23/25	219.42	
311764		PI4580	033263	00	04/13/2025	761-3100-480.33-11	BURGER 03/09/25	1,326.78	
							VENDOR TOTAL *	6,316.50	
0006942	00	AUER, WILLIAM							
TUITION FY25 A		006540		00	01/06/2025	001-2200-421.25-09	TUITION REIMBURSEMENT	621.00	
							VENDOR TOTAL *	621.00	
0006774	00	BABCOCK LABORATORIES, INC							
CB50759-0030		PI4556	032373	00	03/17/2025	660-6300-471.23-32	COLIFORMS	261.91	
CC50048-0030		PI4557	032373	00	04/02/2025	660-6300-471.23-32	GENERAL PHYSICAL ANALYSIS	86.94	
CC50050-0030		PI4558	032373	00	04/02/2025	660-6300-471.23-32	COLIFORMS	309.53	
CC50103-0030		PI4559	032373	00	04/03/2025	660-6300-471.23-32	TDS ANALYSIS	39.34	
CB50756-0030		PI4560	032373	00	03/17/2025	660-6300-471.23-32	GENERAL PHYSICAL ANALYSIS	86.94	
CB51201-0030		PI4561	032373	00	03/26/2025	660-6300-471.23-32	COLIFORMS	261.91	
CB51207-0030		PI4562	032373	00	03/26/2025	660-6300-471.23-32	COLIFORMS	71.43	
CB51239-0030		PI4564	032373	00	03/27/2025	660-6300-471.23-32	COLIFORMS	23.81	
CB51337-0030		PI4565	032373	00	03/28/2025	660-6300-471.23-32	GENERAL PHYSICAL ANALYSIS	86.94	
CB51721-0030		PI4566	032373	00	03/30/2025	660-6300-471.23-32	COLIFORMS	261.91	
CC50354-0030		PI4671	032373	00	04/06/2025	660-6300-471.23-32	COLIFORMS	261.91	
CC50497-0030		PI4684	032373	00	04/10/2025	660-6300-471.23-32	GENERAL PHYSICAL ANALYSIS	57.96	

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0006774	00	BABCOCK LABORATORIES, INC							
CB51235-0030		PI4563	032373	00	03/27/2025	680-8000-454.23-32	TDS ANALYSIS	39.34	
							VENDOR TOTAL *	1,849.87	
0005297	00	BANNING VETERINARY HOSPITAL							
841983		006503		00	02/04/2025	001-2300-424.33-90	MEDICATION	71.63	
841983		006504		00	02/04/2025	001-2300-424.33-90	CREMATION	147.75	
841983		006505		00	02/04/2025	001-2300-424.33-90	CREMATION	147.75	
841983		006506		00	02/04/2025	001-2300-424.33-90	CREMATION	147.75	
842973		006562		00	02/25/2025	001-2300-424.33-90	CREMATION	147.75	
843098		006563		00	02/27/2025	001-2300-424.33-90	CREMATION	147.75	
							VENDOR TOTAL *	810.38	
0006091	00	BEAUMONT DO IT BEST HOME CENTER							
553407		PI4482	033114	00	03/24/2025	001-3600-461.30-01	FORK LATCH	9.69	
553606		PI4483	033114	00	03/29/2025	001-3600-461.30-06	JAW WRENCH/FOGGER	76.47	
553494		PI4486	033144	00	03/27/2025	001-4000-461.30-02	SUPPLIES	20.54	
554197		PI4629	032952	00	04/12/2025	100-4900-431.36-00	BROOM HANDLES (4)	71.07	
553875		PI4462	032952	00	04/04/2025	600-5100-435.30-01	SUPPLIES	136.11	
554022		PI4571	032952	00	04/09/2025	704-3200-412.30-02	FLAT WASHER/BOLT	45.77	
554186		PI4675	032952	00	04/12/2025	704-3200-412.30-02	DRN CLENR	13.99	
554241		PI4676	032952	00	04/13/2025	704-3200-412.30-02	FILTERS STATION #89	15.60	
							VENDOR TOTAL *	389.24	
0008271	00	BLAISDELL'S BUSINESS PRODUCTS							
1948607-0		PI4704	033224	00	04/10/2025	001-2200-421.36-00	PAPER-PD	693.76	
1948607-0		PI4705	033224	00	04/10/2025	705-4500-412.36-00	PAPER-CITY HALL	1,090.19	
							VENDOR TOTAL *	1,783.95	
0006870	00	BOA ARCHITECTURE							
23-3006-2		PI4621	031900	00	11/07/2024	001-1200-412.33-11	CONSTRUCTION DOCUMENTS	785.00	
							VENDOR TOTAL *	785.00	
0003991	00	BURKE, WILLIAMS & SORENSON LLP							
330057		006480		00	10/21/2024	700-5300-480.33-04	FEES-PROFESSIONAL SRVCS	310.00	
333604		006482		00	12/17/2024	700-5300-480.33-04	FEES-PROFESSIONAL SRVCS	1,505.00	
335446		006484		00	01/23/2025	700-5300-480.33-04	FEES-PROFESSIONAL SRVCS	9,412.50	
337392		006495		00	02/25/2025	700-5300-480.33-04	FEES-PROFESSIONAL SRVCS	5,500.00	
							VENDOR TOTAL *	16,727.50	
0008394	00	CABAZON WATER DISTRICT							
DWR INVOICE 3		006564		00	03/17/2025	660-6300-471.42-51	DWR IRWM GRNT46000015401	27,368.21	
							VENDOR TOTAL *	27,368.21	
0004042	00	CALIFORNIA WATER ENVIRONMENT							
FY25 DUES40511		006566		00	03/13/2025	680-8000-454.23-03	CWEA ASSOC DUES	239.00	
FY25 CERT435392		006567		00	03/13/2025	680-8000-454.23-03	CWEA CERT RENEWAL	106.00	
FY25 CERT478498		006568		00	03/13/2025	680-8000-454.23-03	CWEA CERT RENEWAL	106.00	
							VENDOR TOTAL *	451.00	
0000095	00	CALOLYMPIC GLOVE & SAFETY CO, INC							

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0000095	00	CALOLYMPIC GLOVE & SAFETY CO, INC							
410307		PI4505	033029	00	03/27/2025	670-7000-473.41-29	VEST (12)	191.08	
							VENDOR TOTAL *	191.08	
0007078	00	CANON FINANCIAL SERVICES, INC							
38536042		PI4541	032336	00	03/11/2025	001-4000-461.32-06	COPIER MAINTENANCE	178.45	
38536042		PI4542	032336	00	03/11/2025	660-6300-471.32-06	COPIER MAINTENANCE	178.45	
38536042		PI4543	032336	00	03/11/2025	670-7000-473.32-06	COPIER MAINTENANCE	38.47	
38536042		PI4544	032336	00	03/11/2025	670-7000-473.32-06	COPIER MAINTENANCE	154.45	
38536042		PI4545	032336	00	03/11/2025	705-4500-412.32-06	COPIER MAINTENANCE	613.99	
38536042		PI4546	032336	00	03/11/2025	761-3100-480.32-06	COPIER MAINTENANCE	178.45	
							VENDOR TOTAL *	1,342.26	
0006874	00	CASC ENGINEERING AND CONSULTING INC							
0052839		PI4701	032893	00	03/02/2025	001-2800-441.33-42	LAND USE CIRCU ELEMENTS	57,712.75	
							VENDOR TOTAL *	57,712.75	
0004253	00	CDW GOVERNMENT, LLC							
AC7CM7X		PI4668	033075	00	03/12/2025	703-3700-480.30-19	DESKTOP SWITCHES (5)	97.73	
							VENDOR TOTAL *	97.73	
0007561	00	CELL BUSINESS EQUIP-LEASING							
5033443060		PI4706	032577	00	03/28/2025	705-4500-412.33-11	FPI MAILING EQUIPMENT	439.04	
5033024038		PI4707	032577	00	02/27/2025	705-4500-412.33-11	FPI MAILING EQUIPMENT	439.04	
5032670108		PI4708	032577	00	01/30/2025	705-4500-412.33-11	FPI MAILING EQUIPMENT	439.04	
5032294380		PI4709	032577	00	12/29/2024	705-4500-412.33-11	FPI MAILING EQUIPMENT	582.58	
							VENDOR TOTAL *	1,899.70	
0007033	00	CELL BUSINESS EQUIPMENT (CBE)							
IN2821164		PI4703	033052	00	04/09/2025	001-2200-421.32-06	COPY COUNT-PD	168.98	
							VENDOR TOTAL *	168.98	
0005307	00	CENTER ELECTRIC SERVICES, INC							
11181		PI4572	033082	00	04/07/2025	660-6300-471.45-06	TROUBLESHOOT & REPAIR	3,361.03	
11184		PI4573	033082	00	04/07/2025	660-6300-471.45-06	TROUBLESHOOT & REPAIR	515.44	
11185		PI4574	033082	00	04/07/2025	660-6300-471.45-06	TROUBLESHOOT & REPAIR	902.02	
11190		PI4575	033082	00	04/07/2025	660-6300-471.45-06	TROUBLESHOOT & REPAIR	773.16	
							VENDOR TOTAL *	5,551.65	
0007061	00	CINTAS CORPORATION							
4222536320		PI4487	033161	00	03/29/2025	001-3600-461.25-02	UNIFORM-PARKS	52.32	
4223212806		PI4645	033161	00	04/05/2025	001-3600-461.25-02	UNIFORM-PARKS	52.32	
4222536346		PI4488	033162	00	03/29/2025	001-4000-461.36-03	CLEANING CHEMICALS	77.57	
4223212732		PI4463	032953	00	04/05/2025	100-4900-431.25-02	UNIFORM-STREETS	79.77	
4224003121		PI4598	032953	00	04/12/2025	100-4900-431.25-02	UNIFORM-STREETS	79.77	
4224003312		PI4595	032937	00	04/12/2025	610-5800-434.25-02	UNIFORM-TRANSIT	123.27	
4224003312		PI4596	032937	00	04/12/2025	610-5850-434.25-02	UNIFORM-DAR	7.84	
4224003110		PI4593	032901	00	04/12/2025	702-3800-480.25-02	UNIFORM-FLEET	87.40	
4223212732		PI4464	032953	00	04/05/2025	704-3200-412.25-02	UNIFORM-BUILD MAINT	11.03	
9310707942		PI4478	032953	00	03/30/2025	704-3200-412.36-00	FIRST AID FILL CITY YARD	534.49	

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0007061	00	CINTAS CORPORATION							
9310709906		PI4479	032953	00	03/30/2025	704-3200-412.36-00	FIRST AID FILL CITY HALL	506.53	
4224003121		PI4599	032953	00	04/12/2025	704-3200-412.25-02	UNIFORM-BUILD MAINT	11.03	
							VENDOR TOTAL *	1,623.34	
0008274	00	CITY OF BANNING (BNG)							
FC C-2 MAR25		006588		00	03/01/2025	001-3600-461.32-02	FC C-2 HANGER	197.57	
							VENDOR TOTAL *	197.57	
0008153	00	CONCENTRA MEDICAL CENTERS							
85894142		006491		00	02/12/2025	001-1300-412.33-32	PRE-EMPLOYMENT PHYSICALS	144.00	
85965391		006493		00	02/19/2025	001-1300-412.33-32	PRE-EMPLOYMENT PHYSICALS	252.00	
86029505		006498		00	02/26/2025	001-1300-412.33-32	PRE-EMPLOYMENT PHYSICALS	270.00	
85164239		006576		00	11/21/2024	001-1300-412.33-32	DOT PHYSICAL	45.00	
86100597		006591		00	03/05/2025	001-1300-412.33-32	PHYSICAL EXAM	126.00	
86102089		006592		00	03/05/2025	001-1300-412.33-32	PHYSICAL EXAM	126.00	
							VENDOR TOTAL *	963.00	
0000120	00	CONSOLIDATED ELECTRICAL							
0954-1043333		PI4657	032967	00	04/12/2025	704-3200-412.30-02	4FT LED (120)	1,034.40	
							VENDOR TOTAL *	1,034.40	
0007772	00	CORE & MAIN, LP							
W456549		PI4584		00	03/29/2025	660-0000-131.00-00	INVENTORY	3,991.92	
W379921		PI4670		00	03/02/2025	660-0000-131.00-00	INVENTORY	195.16-	
							VENDOR TOTAL *	3,796.76	
0005345	00	COUTS HEATING & COOLING, INC							
11717		PI4465	032968	00	04/04/2025	704-3200-412.30-21	SERVICE CALL CITY YARD	616.43	
							VENDOR TOTAL *	616.43	
0008220	00	DANIEL R HOUSER INC							
20250112		PI4662	033405	00	04/13/2025	761-3100-480.33-11	DATA CONVERSION	9,900.00	
							VENDOR TOTAL *	9,900.00	
0008789	00	DEGRAVE COMMUNICATIONS INC							
2086		PI4457	033218	00	03/30/2025	680-8000-454.33-11	OUTREACH SUPPORT	682.50	
2086		PI4458	033218	00	03/30/2025	690-9600-453.33-11	OUTREACH SUPPORT	585.00	
							VENDOR TOTAL *	1,267.50	
0008123	00	DELTA DENTAL INSURANCE COMPANY							
BE006413116		006489		00	02/01/2025	001-0000-204.32-00	DENTAL-HMO	913.52	
BE006413116		006490		00	02/01/2025	001-0000-204.32-00	DENTAL-HMO	40.66-	
							VENDOR TOTAL *	872.86	
0008108	00	DELTA DENTAL OF CALIFORNIA							
BE006412099		006487		00	02/01/2025	001-0000-204.32-00	DENTAL-PPO	8,130.19	
BE006412099		006488		00	02/01/2025	001-0000-204.32-00	DENTAL-PPO	455.85-	
							VENDOR TOTAL *	7,674.34	
0008830	00	EFFICIENCY SERVICES GROUP							

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0008830	00	EFFICIENCY SERVICES GROUP							
22927		PI4581	033349	00	04/09/2025	675-7020-473.42-58	ENERGY EFFIC PROG SVCS	3,700.00	
							VENDOR TOTAL *	3,700.00	
0007775	00	ELITE FIRE PROTECTION, INC							
58987		PI4480	032970	00	03/22/2025	810-9700-490.90-59	FIRE EXTINGUISHERS (26)	1,567.81	
							VENDOR TOTAL *	1,567.81	
0007565	00	ENGINEERING RESOURCES OF SO CA							
61131		PI4607	032559	00	03/19/2025	001-3000-442.33-53	INSPECTION SERVICES	92,356.60	
61165		PI4608	032559	00	03/28/2025	001-3000-442.33-53	PLAN CHECK SERVICES	38,322.07	
61175		PI4587	032552	00	04/02/2025	660-6300-471.33-11	STAFF AUGMENTATION	10,948.00	
61175		PI4588	032552	00	04/02/2025	680-8000-454.33-11	STAFF AUGMENTATION	4,692.00	
							VENDOR TOTAL *	146,318.67	
0007536	00	ENTERPRISE FM TRUST							
FBN5278794		006517		00	03/05/2025	001-2200-421.32-06	PD #40	584.80	
FBN5278794		006526		00	03/05/2025	001-2300-424.32-06	ANIMAL CONTROL #80	927.47	
FBN5278794		006527		00	03/05/2025	001-2400-422.32-06	CODE ENF #431	492.33	
FBN5278794		006528		00	03/05/2025	001-2400-422.32-06	FIRE #110	442.06	
FBN5278794		006521		00	03/05/2025	001-2740-442.32-06	CODE ENF #437 438	1,029.39	
FBN5278794		006518		00	03/05/2025	001-3000-442.32-06	ENGINEERING #1201	661.46	
FBN5278794		006523		00	03/05/2025	001-3600-461.32-06	PARKS #701-704	2,451.19	
FBN5278794		006524		00	03/05/2025	100-4900-431.32-06	STREETS #600 620 624-628	4,935.96	
FBN5278794		006525		00	03/05/2025	660-6300-471.32-06	WATER #800-802 804 817	9,465.49	
FBN5278794		006519		00	03/05/2025	670-7000-473.32-06	ELEC 302 310 314 317 318	2,974.54	
FBN5278794		006516		00	03/05/2025	702-3800-480.32-06	FLEET#204	314.77	
FBN5278794		006522		00	03/05/2025	761-3110-480.32-06	METER #505	441.65	
FBN5278794		006520		00	03/05/2025	810-9700-490.90-59	OPP VIL #205	275.79	
							VENDOR TOTAL *	24,996.90	
0008518	00	EXECUTIVE FACILTIES SERVICES INC							
33801		PI4472	032334	00	03/30/2025	704-3200-412.33-18	JANITORIAL SUPPLIES	2,078.11	
							VENDOR TOTAL *	2,078.11	
0006794	00	FAST LUBE & TUNE							
123301		PI4576	033199	00	04/09/2025	702-3800-480.30-05	OIL CHANGE #42	71.78	
123380		PI4577	033199	00	04/11/2025	702-3800-480.30-05	OIL CHANGE #704	63.16	
123386		PI4578	033199	00	04/11/2025	702-3800-480.30-05	OIL CHANGE #505	74.02	
123396		PI4579	033199	00	04/11/2025	702-3800-480.30-05	OIL CHANGE #1201	75.23	
123412		PI4626	033199	00	04/12/2025	702-3800-480.30-05	OIL CHANGE #43	71.78	
123426		PI4627	033199	00	04/12/2025	702-3800-480.30-05	OIL CHANGE #35	63.16	
							VENDOR TOTAL *	419.13	
0001081	00	FERRELLGAS LP							
1129583957		PI4616	033261	00	03/07/2025	660-6300-471.36-08	PROPANE	967.95	
							VENDOR TOTAL *	967.95	
0007053	00	FRONTIER COMMUNICATIONS							
9511970620MAR25006581				00	02/27/2025	001-2200-421.26-05	951-197-0620	576.11	

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0007053	00	FRONTIER COMMUNICATIONS							
9518496778MAR25006593				00	03/01/2025	001-2200-421.26-05	951-849-6778	76.63	
9518493260FEB25006511				00	02/28/2025	705-4500-412.26-05	951-849-3260	312.99	
9518493260FEB25006512				00	02/28/2025	705-4500-412.23-42	LATE FEE	17.54	
							VENDOR TOTAL *	983.27	
0002589	00	GARDA CL WEST INC							
10808851		PI4604 033241		00	03/31/2025	761-3100-480.23-43	ARMORED SVCS MARCH 2025	1,280.15	
20630920		PI4615 033241		00	03/30/2025	761-3100-480.23-43	ARMORED SVCS	36.33	
							VENDOR TOTAL *	1,316.48	
0001375	00	GAS COMPANY, THE							
12662493001MR25006569				00	03/13/2025	001-2400-422.26-06	3900 W WILSON	186.65	
13392459007FB25006501				00	02/25/2025	600-5100-435.26-06	408 S HATHAWAY ST	183.27	
							VENDOR TOTAL *	369.92	
0008524	00	GRANICUS LLC							
196506		PI4634 033339		00	02/23/2025	001-2700-442.23-33	PROJECT MGMT SMRT GOV	1,380.00	
							VENDOR TOTAL *	1,380.00	
0007527	00	GREAT WESTERN INSTALLATIONS INC							
2410017		PI4669 033269		00	02/01/2025	001-3600-461.30-01	COATING INSTALL PLAYGRND	5,340.85	
							VENDOR TOTAL *	5,340.85	
0006308	00	H&L CHARTER CO, INC							
31139		PI4646 033398		00	03/31/2025	001-4000-461.42-31	LA BREA TAR PITS	2,307.00	
							VENDOR TOTAL *	2,307.00	
0006977	00	HAZEN AND SAWYER							
20062-001-55		PI4470 029243		00	03/13/2025	661-6300-471.90-78	WELL C8 CONSTUCTION MGMT	6,482.43	
20062-001-55		PI4471 029243		00	03/13/2025	661-6300-471.95-08	WELL C8 CONSTUCTION MGMT	15,118.47	
20062-001-54		PI4582 029243		00	02/13/2025	661-6300-471.90-78	WELL C8 CONSTRUCTION MGMT	178.56	
20062-001-54		PI4583 029243		00	02/13/2025	661-6300-471.95-08	WELL C8 CONSTRUCTION MGMT	416.44	
							VENDOR TOTAL *	22,195.90	
0007697	00	HUERTA JR., GILBERT							
SEP/OCT/NOV 24		006507		00	01/10/2025	001-4000-461.23-15	BUSD MOVMNT & MARTIAL ART	196.00	
SEP/OCT/NOV 24		006509		00	01/10/2025	001-4000-461.23-15	BUSD MOVMNT & MARTIAL ART	196.00	
SEP/OCT/NOV 24		006510		00	01/10/2025	001-4000-461.23-15	BUSD MOVMNT & MARTIAL ART	196.00	
							VENDOR TOTAL *	588.00	
0005217	00	IBEW LOCAL 47 RETIREE MEDICAL TRUST							
20250321		PR0321		00	03/21/2025	001-0000-204.80-10	PAYROLL SUMMARY	3,073.02	
							VENDOR TOTAL *	3,073.02	
0008667	00	IMEG CONSULTANTS CORP							
24000102.00-10		PI4652 032682		00	04/02/2025	810-9700-490.90-60	COB VILLAGE SOUND WALL	1,698.50	
							VENDOR TOTAL *	1,698.50	
0006490	00	INFOSEND, INC							

VEND NO / INVOICE NO	SEQ#	VENDOR NAME / VOUCHER	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0006490	00	INFOSEND, INC							
282804		PI4520	032788	00	04/06/2025	761-3100-480.23-02	UB BILL SVC 03/07/25	.91	
282804		PI4521	032788	00	04/06/2025	761-3100-480.23-04	UB BILL SVC 03/07/25	8.09	
282804		PI4522	032788	00	04/06/2025	761-3100-480.33-11	UB BILL SVC 03/07/25	151.49	
							VENDOR TOTAL *	160.49	
0006624	00	INNOVATIVE FEDERAL STRATEGIES							
COB022025		PI4606	032524	00	03/30/2025	705-4500-412.33-11	FEDERAL LOBBYING SERVICES	4,750.00	
							VENDOR TOTAL *	4,750.00	
0005794	00	KEMIRA WATER SOLUTIONS INC							
9017880239		PI4602	033122	00	04/11/2025	680-8000-454.36-08	FERRIC SULFATE SOLUTION	4,872.10	
							VENDOR TOTAL *	4,872.10	
0007850	00	KEN GRODY FORD REDLANDS							
299763		PI4625	033188	00	04/11/2025	702-3800-480.30-05	PARTS/LABOR #29	346.56	
							VENDOR TOTAL *	346.56	
0008101	00	KIMLEY-HORN AND ASSOCIATES, INC							
194392004-0225		PI4653	032872	00	03/30/2025	681-8000-454.90-78	BANNING WWTP UPGRADE	31,900.48	
							VENDOR TOTAL *	31,900.48	
0006618	00	LEXISNEXIS RISK SOLUTIONS							
1100106828		PI4503	032332	00	03/30/2025	001-2200-421.30-17	SOFTWARE/MONTHLY	112.55	
							VENDOR TOTAL *	112.55	
0008577	00	LINCOLN FINANCIAL GROUP							
4770834654		006545		00	12/01/2024	001-0000-204.30-00	LINCOLN VOL LIFE BUY-UP	120.50	
4781442741		006547		00	01/01/2025	001-0000-204.30-00	LINCOLN VOL LIFE BUY-UP	120.50	
4793680232		006549		00	02/01/2025	001-0000-204.30-00	LINCOLN VOL LIFE BUY-UP	1,206.91	
4793680232		006550		00	02/01/2025	001-0000-204.14-00	LINCOLN STD (CURRENT)	4,513.71	
4793680232		006551		00	02/01/2025	001-0000-204.14-00	LINCOLN LTD (CURRENT)	3,282.67	
4793680232		006552		00	02/01/2025	001-0000-204.30-00	LINCOLN GRP LIFE(CURRENT)	2,353.34	
4793681287		006553		00	02/01/2025	001-0000-204.30-00	LINCOLN VOL AD&D	120.50	
							VENDOR TOTAL *	11,718.13	
0008055	00	MARIPOSA LANDSCAPES, INC							
112370		PI4663	030833	00	03/30/2025	001-3600-461.23-29	LANDSCAPE MAINT FEB 25	8,517.45	
112370		PI4665	030833	00	03/30/2025	001-4000-461.23-29	LANDSCAPE MAINT FEB 25	499.99	
112370		PI4664	030833	00	03/30/2025	001-4010-461.23-29	LANDSCAPE MAINT FEB 25	1,090.80	
112370		PI4666	030833	00	03/30/2025	001-4050-461.23-29	LANDSCAPE MAINT FEB 25	481.73	
112380		PI4481	033041	00	03/30/2025	111-4900-432.23-29	LANDSCAPE MAINT FEB 25	6,517.60	
							VENDOR TOTAL *	17,107.57	
0003577	00	MERLIN JOHNSON CONSTRUCTION, INC							
062261		PI4618	033102	00	02/05/2025	660-6300-471.45-06	WELDING	3,748.00	
062262		PI4619	033102	00	02/26/2025	660-6300-471.45-06	WELDING	4,229.00	
							VENDOR TOTAL *	7,977.00	
0099001	00	MIGUEL IBARRA							

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0099001	00	MIGUEL IBARRA							
BU25-00216		006598		00	02/28/2025	001-2400-351.35-11	REFUND BUILDING INSP FEE	183.00	
BU25-00216		006597		00	02/28/2025	001-2700-351.35-20	REFUND FIRE INSPECT FEE	182.00	
							VENDOR TOTAL *	365.00	
0007548	00	MILSOFT UTILITY SOLUTIONS, INC							
20250751		PI4686	033231	00	03/03/2025	761-3100-480.30-17	IXP HOSTED MONTHLY	3,200.00	
							VENDOR TOTAL *	3,200.00	
0007329	00	MORGAN, AMANDA							
MILEAGE 12/12		006494		00	12/12/2024	001-4000-461.23-05	OFFICE OF AGING TRNG	44.55	
							VENDOR TOTAL *	44.55	
0007805	00	NAPA AUTO PARTS							
227600		PI4672	032920	00	04/12/2025	702-3800-480.38-52	NITRILE DISPOS GLOVE	258.28	
							VENDOR TOTAL *	258.28	
0004076	00	O'REILLY AUTO PARTS							
6117-224859		PI4620	032976	00	12/13/2024	702-3800-480.38-52	TEMP SENSOR #503	9.46	
							VENDOR TOTAL *	9.46	
0005076	00	ONESOURCE DISTRIBUTORS							
S007798205.002		PI4628		00	04/10/2025	670-0000-131.00-00	INVENTORY	1,950.28	
S007810389.002		PI4649		00	04/04/2025	670-0000-131.00-00	INVENTORY	22,103.15	
							VENDOR TOTAL *	24,053.43	
0007787	00	PACKHAM & TOOMEY, INC							
2025115		PI4661	033266	00	04/11/2025	702-3800-480.30-06	OPERATOR INSP & REPORT	135.00	
							VENDOR TOTAL *	135.00	
0002487	00	PARKHOUSE TIRE, INC.							
2010939896		PI4567	032932	00	04/09/2025	702-3800-480.38-52	TIRES #242	1,978.87	
2010940141		PI4568	032932	00	04/09/2025	702-3800-480.38-52	TIRES #235	631.80	
2010940798		PI4622	032932	00	04/12/2025	702-3800-480.38-52	TIRE PD	145.48	
2010940852		PI4623	032932	00	04/12/2025	702-3800-480.38-52	TIRES #840	320.87	
2010941247		PI4687	032932	00	04/16/2025	702-3800-480.38-52	NAIL HOLE/DISMOUNT/VALVE	508.31	
							VENDOR TOTAL *	3,585.33	
0005191	00	PARS							
20250321		PR0321		00	03/21/2025	001-0000-204.25-00	PAYROLL SUMMARY	303.82	
							VENDOR TOTAL *	303.82	
0007789	00	PARTS AUTHORITY							
091-062758		PI4547	032939	00	04/02/2025	702-3800-480.38-52	BATTERY CORE CREDIT	19.40-	
062-140660		PI4549	032939	00	04/09/2025	702-3800-480.38-52	OIL FILTER #062	13.26	
062-141831		PI4550	032939	00	04/09/2025	702-3800-480.38-52	FUEL FILTER #809	14.98	
062-141834		PI4551	032939	00	04/09/2025	702-3800-480.38-52	OIL FILTER #061	29.70	
091-349975		PI4552	032939	00	04/09/2025	702-3800-480.38-52	OIL FILTER #809	29.70	
091-349946		PI4553	032939	00	04/10/2025	702-3800-480.38-52	BATTERY #70	135.52	
062-149421		PI4554	032939	00	04/11/2025	702-3800-480.38-52	VAPOR CANISTER #316	16.99	

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0007789	00	PARTS AUTHORITY							
091-350138		PI4555	032939	00	04/11/2025	702-3800-480.38-52	BCI GROUP 48	230.32	
091-062840		PI4569	032939	00	04/09/2025	702-3800-480.38-52	BATTERY #70-RETURN	135.52-	
062-151571		PI4635	032939	00	04/11/2025	702-3800-480.38-52	LAMP/ADAPTOR#316	110.90	
091-062876		PI4636	032939	00	04/11/2025	702-3800-480.38-52	BATTERY CORE CREDIT	19.40-	
091-350190		PI4637	032939	00	04/11/2025	702-3800-480.38-52	FILTERS #316	50.42	
091-350216		PI4638	032939	00	04/11/2025	702-3800-480.38-52	ADAPTOR PLUG	6.21	
101-200381		PI4639	032939	00	04/11/2025	702-3800-480.38-52	BACK-UP LAMP #316	98.49	
091-350252		PI4640	032939	00	04/12/2025	702-3800-480.38-52	SPARK PLUGS #840	193.60	
062-167219		PI4688	032939	00	04/17/2025	702-3800-480.38-52	OIL FILTER	60.51	
091-350539		PI4689	032939	00	04/17/2025	702-3800-480.38-52	UPPER INTAKE MA	8.48	
091-350540		PI4690	032939	00	04/17/2025	702-3800-480.38-52	CABIN AIR	31.85	
							VENDOR TOTAL *	856.61	
0008226	00	POULTER, HANNAH							
TUITION FY25 A		006485		00	01/27/2025	001-2200-421.25-09	TUITION REIMBURSEMENT	459.00	
							VENDOR TOTAL *	459.00	
0001295	00	PRESS-ENTERPRISE, THE							
0011723257		PI4524	033228	00	04/04/2025	001-2800-441.23-01	BID NOTICE RFP 24-096	126.17	
0011722359		PI4528	033228	00	03/29/2025	001-3000-442.23-01	BID NOTICE IFB24-097	252.35	
0011717230		PI4538	033228	00	02/28/2025	001-3000-442.23-01	BID NOTICE RFP 24-093	123.53	
0011720123		PI4536	033228	00	03/15/2025	670-7000-473.23-01	BID NOTICE RFP 24-095	136.77	
							VENDOR TOTAL *	638.82	
0005242	00	PUBLIC AGENCY RETIREMENT SERVICES							
57522		006594		00	03/07/2025	001-1900-412.33-11	PARS PLN ID#PH-ARS05A	300.00	
							VENDOR TOTAL *	300.00	
0004759	00	RACEWAY FORD INC							
3761457		PI4570	032940	00	04/05/2025	702-3800-480.38-52	LAMP ASY REAR #839	311.41	
3761666		PI4624	032940	00	04/12/2025	702-3800-480.38-52	WIRE ASY IGNITION #840	222.02	
							VENDOR TOTAL *	533.43	
0008243	00	REZENDES, DILLON							
MEALS 3/30-4/11		006600		00	03/31/2025	001-2200-421.23-06	ICI HOMICIDE SCHOOL	1,150.00	
							VENDOR TOTAL *	1,150.00	
0007337	00	RICHARDS WATSON GERSHON							
251513		005917		00	01/31/2025	002-0000-222.31-01	0014 BUTTERFIELD	735.00-	
251513		005917		00	01/31/2025	002-0000-222.34-01	0014 BUTTERFIELD	735.00	
251830		006150		00	02/24/2025	002-0000-222.34-01	0014 BUTTERFIELD	280.00	
251834		006154		00	02/24/2025	002-0000-222.34-01	0062 CFD NO2020-02 ATWELL	640.90	
251830		006151		00	02/24/2025	002-2800-361.41-02	0014 BUTTERFIELD	280.00-	
251830		006152		00	02/24/2025	002-2800-441.33-04	0014 BUTTERFIELD	280.00	
251834		006154		00	02/24/2025	002-2800-361.41-02	0062 CFD NO2020-02 ATWELL	640.90-	
251834		006154		00	02/24/2025	002-2800-441.33-04	0062 CFD NO2020-02 ATWELL	640.90	
251819		006137		00	02/24/2025	700-5300-480.33-04	0001 GENERAL SVCS	12,297.98	
251820		006138		00	02/24/2025	700-5300-480.33-04	0003 CITY MANAGER	22.90	
251821		006139		00	02/24/2025	700-5300-480.33-04	0004 CITY CLERK	251.90	

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0007337	00	RICHARDS WATSON GERSHON							
251821		006140		00	02/24/2025	700-5300-480.33-04	0010 POLICE DEPARTMENT	251.90	
251822		006141		00	02/24/2025	700-5300-480.33-04	0005 COMMUNITY DEV	160.30	
251823		006142		00	02/24/2025	700-5300-480.33-04	0006 COMMUNITY SVCS	22.90	
251824		006143		00	02/24/2025	700-5300-480.33-04	0007 ELECTRIC UTILITY	22.90	
251825		006144		00	02/24/2025	700-5300-480.33-04	0008 ADMIN SVCS	412.20	
251826		006145		00	02/24/2025	700-5300-480.33-04	0010 POLICE DEPARTMENT	11,203.99	
251827		006146		00	02/24/2025	700-5300-480.33-04	0011 PUBLIC WORKS	68.70	
251827		006147		00	02/24/2025	700-5300-480.33-04	0012 WATER/WASTEWATER	91.60	
251828		006148		00	02/24/2025	700-5300-480.33-04	0012 WATER/WASTEWATER	68.70	
251829		006149		00	02/24/2025	700-5300-480.33-04	0013 PERSONNEL MATTERS	3,732.30	
251831		006153		00	02/24/2025	700-5300-480.33-04	0021 CODE ENFORCEMENT	153.00	
251832		006153		00	02/24/2025	700-5300-480.33-04	0040 THE FLUME	280.00	
251833		006154		00	02/24/2025	700-5300-480.33-04	0061 SOLID WASTE	91.60	
251835		006154		00	02/24/2025	700-5300-480.33-04	0078 AVD PASS ACTION GRP	2,863.75	
251836		006154		00	02/24/2025	700-5300-480.33-04	0089 2244 CHARLES ARE	3,191.09	
251837		006154		00	02/24/2025	700-5300-480.33-04	0091 IN RE BRUCE ELIEFF	3,242.20	
							VENDOR TOTAL *	39,350.81	
0007998	00	RIVERSIDE UNIVERSITY HEALTH SYSTEM							
COB PD 2025-02		006596		00	03/03/2025	001-2200-421.33-31	CLINIC EXAM	1,200.00	
							VENDOR TOTAL *	1,200.00	
0008758	00	ROADWAY ASSET SERVICES LLC							
RAS821295		PI4508	033069	00	03/28/2025	101-4900-431.93-16	FIXED ASSET INSPECTION	58,831.06	
							VENDOR TOTAL *	58,831.06	
0008456	00	RWC GROUP							
XA301206956:01		PI4677	032975	00	04/13/2025	702-3800-480.38-52	MIRROR SWITCH TERMINAL	389.65	
							VENDOR TOTAL *	389.65	
0005998	00	SAN BERNARDINO PUBLIC EMPLOYEES							
JANUARY 2025		006532		00	01/31/2025	001-0000-204.51-00	TEAMSTER DUES	2,571.67	
							VENDOR TOTAL *	2,571.67	
0008626	00	SCPPA							
0325		PI4415	032668	00	04/04/2025	670-7010-473.27-50	BUREAU OF RECLAMATION	347.54	
0325		PI4416	032766	00	01/02/2024	675-7020-473.42-58	SYNERGY COB RESDI	3,924.00	
0225		PI4432	032766	00	12/05/2024	675-7020-473.42-58	SYNERGY COB RESDI	2,286.08	
							VENDOR TOTAL *	6,557.62	
0005901	00	SGP DESIGN AND PRINT							
13276		PI4658	032974	00	04/05/2025	610-5800-434.36-00	DAILY TRIP SHEETS (1000)	290.93	
							VENDOR TOTAL *	290.93	
0006993	00	SHRED-IT USA, LLC							
8009873266		PI4633	033351	00	03/20/2025	001-2200-421.23-07	SHREDDING SVCS-PD	327.00	
							VENDOR TOTAL *	327.00	
0007095	00	SITEONE LANDSCAPE SUPPLY							

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0007095	00	SITEONE LANDSCAPE SUPPLY							
150421443-001		PI4466	033227	00	04/03/2025	100-4900-431.36-00	LANDSCAPE SUPPLIES	317.07	
150421443-001		PI4467	033227	00	04/03/2025	704-3200-412.30-01	LANDSCAPE SUPPLIES	102.67	
							VENDOR TOTAL *	419.74	
0008904	00	SLOVAK BARON EMPEY MURPHY & PINKNEY							
92593		PI4525	033373	00	04/05/2025	700-5300-480.33-04	GENERAL SVCS	59,539.08	
92596		PI4526	033373	00	04/05/2025	700-5300-480.33-04	SUN LAKES HIGHLAND	34,723.95	
92614		PI4527	033373	00	04/05/2025	700-5300-480.33-04	TWO BROTHERS 14 CORP	15,005.40	
							VENDOR TOTAL *	109,268.43	
0007083	00	SOFTWARE ONE, INC							
US-PSI-1550049		PI4539	032564	00	04/10/2025	703-3700-480.30-17	AZURE SIMPLE SOFTWARE	2,680.45	
US-PSI-1550342		PI4540	032564	00	04/11/2025	703-3700-480.30-17	BACKUP SIMPLE STANDARD	1,550.00	
							VENDOR TOTAL *	4,230.45	
0001370	00	SOUTH COAST AIR QUALITY							
4493698		006579		00	02/18/2025	001-2200-421.41-04	EMMISSIONS FEE	165.96	
4491076		006580		00	02/18/2025	001-2200-421.41-04	ICE EM ELEC GEN DIESEL	541.04	
							VENDOR TOTAL *	707.00	
0001371	00	SOUTHERN CALIFORNIA EDISON							
360580366MAR25		006570		00	03/13/2025	660-6300-471.26-04	DEL RITA BOOSTER STATION	93.66	
183084312MAR25		006571		00	03/13/2025	660-6300-471.26-04	WELL 12	416.74	
181920312MAR25		006572		00	03/13/2025	660-6300-471.26-04	WELL 11	282.55	
183041165MAR25		006573		00	03/13/2025	660-6300-471.26-04	WELL 10	1,801.42	
181978512MAR25		006574		00	03/13/2025	660-6300-471.26-04	WELL 9	73.84	
360828122FEB25		006508		00	02/28/2025	670-7000-473.26-04	SRVC HIGHLAND HOME RD/WE	94.46	
							VENDOR TOTAL *	2,762.67	
0007084	00	STAPLES BUSINESS ADVANTAGE							
6026110852		PI4696	033056	00	04/03/2025	001-1400-412.36-00	SUPPLES	30.89	
6026174275		PI4697	033056	00	04/04/2025	001-1400-412.36-00	ADDRESS LABELS	16.63	
6026174276		PI4698	033056	00	04/04/2025	001-1400-412.36-00	TONER/NOTEBOOK	603.72	
6024708815		PI4506	033034	00	03/22/2025	001-2800-441.36-00	WEBCAM	43.09	
6026394416		PI4630	033034	00	04/06/2025	001-2800-441.36-00	TONER CARTRIDGE	129.52	
6025038770		PI4535	033137	00	03/27/2025	705-4500-412.36-00	SUPPLIES	41.63	
6026599113		PI4699	033137	00	04/09/2025	705-4500-412.36-00	SUPPLIES	55.57	
							VENDOR TOTAL *	921.05	
0007997	00	TEC EQUIPMENT, INC							
1838011F		PI4597	032941	00	04/11/2025	702-3800-480.38-52	SENSOR BUS #242	102.08	
							VENDOR TOTAL *	102.08	
0008576	00	TEXAS LIFE INSURANCE COMPANY							
SM0FNY202501201006602				00	01/01/2025	001-0000-204.30-00	TEXAS LIFE INSURANCE	5,820.07	
							VENDOR TOTAL *	5,820.07	
0006861	00	TKE ENGINEERING, INC							
2025-204		PI4700	033235	00	04/16/2025	660-6300-471.95-10	BOOSTER STATIONS CNST MGT	10,745.00	

VEND NO / INVOICE NO	SEQ#	VENDOR NAME / VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0006861	00	TKE ENGINEERING, INC							
							VENDOR TOTAL *	10,745.00	
0099001	00	TRI POINTE HOMES							
PU25-00090		006589		00	03/13/2025	001-2700-351.35-20	REFUND FIRE PLAN CK FEE	189.00	
PU25-00090		006590		00	03/13/2025	001-2700-351.35-20	REFUND FIRE INSPECT FEE	378.00	
							VENDOR TOTAL *	567.00	
0002403	00	TURBO DATA SYSTEMS INC							
45116		PI4667	032753	00	03/30/2025	001-2200-421.23-45	CITATION PROCESSING	152.88	
							VENDOR TOTAL *	152.88	
0007933	00	VACA, YVETTE							
GUN LOAN FY25		006578		00	02/28/2025	001-0000-116.21-01	EMPLOYEE GUN LOAN	1,911.49	
							VENDOR TOTAL *	1,911.49	
0007743	00	VESTIS SERVICES LLC							
5880875670		PI4631	033216	00	04/13/2025	761-3110-480.25-02	UNIFORM-FSR	107.13	
							VENDOR TOTAL *	107.13	
0007885	00	VIRTUAL PROJECT MANAGER, LLC							
12-4413		PI4589	032629	00	04/02/2025	100-4900-431.30-17	WEB BASED PRJCT MGMT SYST	200.00	
12-4413		PI4590	032629	00	04/02/2025	660-6300-471.30-17	WEB BASED PRJCT MGMT SYST	400.00	
12-4413		PI4591	032629	00	04/02/2025	680-8000-454.30-17	WEB BASED PRJCT MGMT SYST	300.00	
12-4413		PI4592	032629	00	04/02/2025	704-3200-412.30-17	WEB BASED PRJCT MGMT SYST	100.00	
							VENDOR TOTAL *	1,000.00	
0007381	00	WEST COAST SAND & GRAVEL, INC.							
816517		PI4647	033297	00	03/28/2025	660-6300-471.45-17	RECYCLED CLASS 2 BASE	586.11	
							VENDOR TOTAL *	586.11	
0000466	00	WILBUR'S POWER EQUIPMENT							
14504		PI4468	033292	00	04/03/2025	100-4900-431.36-00	TOOLS/SUPPLIES	253.17	
							VENDOR TOTAL *	253.17	
0006184	00	WILLDAN ENGINEERING							
002-34264		PI4650	030055	00	04/04/2025	001-2700-442.33-11	PERMIT TECH/PLAN REVIEW	39,280.00	
002-34265		PI4651	030055	00	04/04/2025	001-2700-442.33-11	PLAN REVIEW/INSPECTION	24,920.00	
							VENDOR TOTAL *	64,200.00	
0008096	00	YUNEX, LLC							
90003964		PI4702	032407	00	04/12/2025	100-4900-431.30-09	TRAFFIC SIGN MAIN- FEB25	648.00	
							VENDOR TOTAL *	648.00	
							TOTAL EXPENDITURES ****	966,029.00	
							GRAND TOTAL **********		966,029.00

CHECK NO	VENDOR NO	VENDOR NAME	VOUCHER NO	P.O. NO	DATE	ACCOUNT	REMITTANCE AMOUNT (NET OF DISC/RETAIN)		CHECK TOTAL
194981	7468	AMAZON BUSINESS	PI4712	032945	03/31/2025	001-1400-412.36-00	14.91		
			PI4717	033032	03/31/2025	660-6300-471.36-00	37.68		
			PI4760	033002	03/31/2025	761-3100-480.36-00	139.60		
			PI4769	033043	03/31/2025	675-7020-473.36-00	206.55		
			PI4770	033043	03/31/2025	675-7020-473.89-48	422.86		
			PI4771	033044	03/31/2025	670-7000-473.36-00	204.55		
							1,026.15	*	1,026.15
194982	3072	ARCCOPS	006659		03/31/2025	001-2200-421.23-03	300.00		
							300.00	*	300.00
194983	6899	ASBURY ENVIRONMENTAL SERV	PI4734	032991	03/31/2025	702-3800-480.23-49	55.00		
							55.00	*	55.00
194984	8147	AT&T MOBILITY LLC	006614		03/31/2025	001-2200-421.26-05	1,207.20		
			006657		03/31/2025	001-2200-421.26-05	1,990.10		
							3,197.30	*	3,197.30
194985	7937	ATWORK PERSONNEL SERVICES	PI4713	033074	03/31/2025	001-3000-442.23-27	297.52		
			PI4714	033074	03/31/2025	660-6300-471.23-27	446.29		
			PI4715	033074	03/31/2025	680-8000-454.23-27	446.29		
			PI4716	033074	03/31/2025	702-3800-480.23-27	297.52		
			PI4773	033263	03/31/2025	761-3100-480.33-11	1,132.42		
							2,620.04	*	2,620.04
194986	6091	BEAUMONT DO IT BEST HOME	PI4735	033114	03/31/2025	001-3600-461.30-01	19.38		
			PI4736	033114	03/31/2025	001-3600-461.30-01	154.48		
			PI4737	033114	03/31/2025	001-3600-461.30-01	112.03		
			PI4742	033144	03/31/2025	001-4000-461.36-00	39.50		
			PI4755	032952	03/31/2025	704-3200-412.30-02	32.40		
			PI4756	032952	03/31/2025	670-7000-473.45-16	287.91		
			PI4757	032952	03/31/2025	100-4900-431.30-13	287.91		
			PI4758	032952	03/31/2025	670-7000-473.45-16	287.91		
			PI4759	032952	03/31/2025	100-4900-431.30-13	287.91		
			PI4761	032952	03/31/2025	100-4900-431.30-13	287.91-		
			PI4762	032952	03/31/2025	670-7000-473.45-16	287.91-		
			PI4776	032952	03/31/2025	100-4900-431.36-00	3.23		
			PI4777	032952	03/31/2025	704-3200-412.30-01	40.37		
			PI4778	032952	03/31/2025	704-3200-412.30-02	50.61		
							1,027.82	*	1,027.82
194987	8271	BLAISDELL'S BUSINESS PROD	PI4710	033224	03/31/2025	660-6300-471.36-00	222.99		
			PI4711	033224	03/31/2025	670-7000-473.36-00	223.00		
							445.99	*	445.99
194988	7078	CANON FINANCIAL SERVICES,	PI4796	033119	03/31/2025	001-2200-421.32-06	332.16		
							332.16	*	332.16
194989	6874	CASC ENGINEERING AND CONS	PI4775	032079	03/31/2025	100-4900-431.90-10	2,691.25		
			PI4804	032079	03/31/2025	100-4900-431.90-10	8,335.61		
							11,026.86	*	11,026.86

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194990	4253	CDW GOVERNMENT, LLC	PI4746	033033	03/31/2025	001-2800-441.89-48	375.55		
			PI4780	033075	03/31/2025	703-3700-480.30-19	842.48		
							1,218.03	*	1,218.03
194991	7033	CELL BUSINESS EQUIPMENT (	PI4720	032562	03/31/2025	001-2740-442.32-06	16.39		
			PI4793	033052	03/31/2025	001-2200-421.32-06	162.36		
							178.75	*	178.75
194992	8150	CHARTER COMMUNICATIONS	006672		03/31/2025	001-2400-422.26-09	243.46		
							243.46	*	243.46
194993	8150	CHARTER COMMUNICATIONS	006673		03/31/2025	001-2060-446.26-09	121.49		
							121.49	*	121.49
194994	8150	CHARTER COMMUNICATIONS	006674		03/31/2025	670-7000-473.26-07	990.58		
							990.58	*	990.58
194995	8150	CHARTER COMMUNICATIONS	006675		03/31/2025	670-7000-473.26-07	990.58		
							990.58	*	990.58
194996	7061	CINTAS CORPORATION	PI4751	033256	03/31/2025	670-7000-473.25-02	336.70		
			PI4752	033256	03/31/2025	670-7000-473.25-02	340.32		
			PI4783	032901	03/31/2025	702-3800-480.25-02	87.40		
			PI4789	032953	03/31/2025	100-4900-431.25-02	79.77		
			PI4790	032953	03/31/2025	704-3200-412.25-02	11.03		
			PI4794	033083	03/31/2025	660-6300-471.25-02	246.61		
			PI4795	033083	03/31/2025	680-8000-454.25-02	46.13		
			PI4811	032937	03/31/2025	610-5800-434.25-02	123.27		
			PI4812	032937	03/31/2025	610-5850-434.25-02	7.84		
							1,279.07	*	1,279.07
194997	8234	CLEAN DIESEL SPECIALISTS	PI4803	033414	03/31/2025	702-3800-480.30-05	1,255.44		
							1,255.44	*	1,255.44
194998	7772	CORE & MAIN, LP	PI4781		03/31/2025	660-0000-131.00-00	545.17		
							545.17	*	545.17
194999	5345	COUTS HEATING & COOLING,	PI4807	032968	03/31/2025	704-3200-412.30-21	480.00		
							480.00	*	480.00
195000	3061	CRAFCO INC	PI4808	033105	03/31/2025	100-4900-431.38-58	471.41		
							471.41	*	471.41
195001	7696	D&M JOB INC.	PI4768	033022	03/31/2025	670-7000-473.23-02	161.63		
							161.63	*	161.63
195002	7082	DIAMOND HILLS CHEVROLET B	PI4744	033411	03/31/2025	702-3800-480.30-05	5,885.50		
							5,885.50	*	5,885.50
195003	7565	ENGINEERING RESOURCES OF	PI4763	032552	03/31/2025	660-6300-471.33-11	10,640.00		
			PI4764	032552	03/31/2025	680-8000-454.33-11	4,560.00		

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195003	7565	ENGINEERING RESOURCES OF	PI4765	032559	03/31/2025	001-3000-442.33-53	71,657.43		
			PI4766	032559	03/31/2025	001-3000-442.33-53	27,182.01		
							114,039.44	*	114,039.44
195004	4927	FLUID COMPONENTS INTERNAT	PI4792	033000	03/31/2025	680-8000-454.30-04	3,104.41		
							3,104.41	*	3,104.41
195005	7053	FRONTIER COMMUNICATIONS	006669		03/31/2025	670-7000-473.26-07	1,010.00		
							1,010.00	*	1,010.00
195006	1375	GAS COMPANY, THE	006611		03/31/2025	001-2200-421.26-06	1,116.51		
			006662		03/31/2025	001-4000-461.26-06	112.62		
			006663		03/31/2025	001-3600-461.26-06	35.98		
			006664		03/31/2025	001-4050-461.26-06	585.44		
			006665		03/31/2025	001-4010-461.26-06	1,644.00		
							3,494.55	*	3,494.55
195007	7766	HEMET VALLEY TOOL, INC	PI4819	033253	03/31/2025	660-6300-471.45-16	98.78		
							98.78	*	98.78
195008	5365	HOME DEPOT #8987	PI4267	033026	03/31/2025	761-3110-480.36-00	172.17		
			PI4359	033098	03/31/2025	675-7020-473.42-65	1,382.87-		
			PI4360	033098	03/31/2025	670-7000-473.45-16	41.80		
			PI4498	033098	03/31/2025	670-7000-473.45-16	34.92		
			PI4585		03/31/2025	660-0000-131.00-00	270.11		
			PI4586		03/31/2025	660-0000-131.00-00	243.17		
			PI4600	032957	03/31/2025	704-3200-412.30-02	53.84		
			PI4610	033027	03/31/2025	660-6300-471.30-02	48.47		
			PI4611	033027	03/31/2025	680-8000-454.45-16	10.73		
			PI4654		03/31/2025	660-0000-131.00-00	26.94-		
			PI4748	033098	03/31/2025	670-7000-473.45-16	116.11		
			PI4749	033098	03/31/2025	670-7000-473.45-16	376.05		
			PI4750	033098	03/31/2025	670-7000-473.45-16	387.21		
							344.77	*	344.77
195009	6448	HYDROTEX PARTNERS, LTD	PI4817	032989	03/31/2025	660-6300-471.36-08	1,531.11		
							1,531.11	*	1,531.11
195010	2740	J & R CONCRETE PRODUCTS,	PI4721		03/31/2025	670-0000-131.00-00	716.54		
			PI4743	033393	03/31/2025	670-7000-473.45-16	8.62		
							725.16	*	725.16
195011	5701	JOE A GONSALVES & SON	PI4782	032066	03/31/2025	001-1000-411.33-11	4,235.00		
							4,235.00	*	4,235.00
195012	7850	KEN GRODY FORD REDLANDS	PI4797	033188	03/31/2025	702-3800-480.30-05	1,246.51		
							1,246.51	*	1,246.51
195013	1757	MC CALL'S METER SALES	PI4818	033195	03/31/2025	660-6300-471.45-06	660.00		
			PI4820	033195	03/31/2025	660-6300-471.45-06	550.00		
			PI4821	033195	03/31/2025	660-6300-471.45-06	660.00		

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195013	1757	MC CALL'S METER SALES					1,870.00	*	1,870.00
195014	3909	MYERS & SONS HI-WAY SAFET	PI4779	032956	03/31/2025	100-4900-431.89-54	236.27		
							236.27	*	236.27
195015	8350	NHA ADVISORS, LLC	PI4753	032895	03/31/2025	670-7000-473.33-11	7,250.00		
							7,250.00	*	7,250.00
195016	4076	O'REILLY AUTO PARTS	PI4791	032976	03/31/2025	702-3800-480.38-52	8.07		
							8.07	*	8.07
195017	7787	PACKHAM & TOOMEY, INC	PI4772	033101	03/31/2025	600-5100-435.30-06	670.00		
							670.00	*	670.00
195018	2487	PARKHOUSE TIRE, INC.	PI4806	032932	03/31/2025	702-3800-480.30-06	74.56		
			PI4810	032932	03/31/2025	702-3800-480.38-52	844.90		
							919.46	*	919.46
195019	7789	PARTS AUTHORITY	PI4725	032939	03/31/2025	702-3800-480.38-52	15.93		
			PI4726	032939	03/31/2025	702-3800-480.38-52	15.93		
			PI4727	032939	03/31/2025	702-3800-480.38-52	24.73		
			PI4728	032939	03/31/2025	702-3800-480.38-52	24.73		
			PI4729	032939	03/31/2025	702-3800-480.38-52	11.96		
			PI4730	032939	03/31/2025	702-3800-480.38-52	11.96		
			PI4731	032939	03/31/2025	702-3800-480.38-52	42.50		
			PI4732	032939	03/31/2025	702-3800-480.38-52	186.25		
			PI4733	032939	03/31/2025	702-3800-480.38-52	24.39		
			PI4747	032939	03/31/2025	702-3800-480.38-52	53.17		
			PI4813	032939	03/31/2025	702-3800-480.38-52	31.65		
			PI4814	032939	03/31/2025	702-3800-480.38-52	5.31		
			PI4815	032939	03/31/2025	702-3800-480.38-52	119.56		
			PI4816	032939	03/31/2025	702-3800-480.38-52	5.31		
							573.38	*	573.38
195020	4759	RACEWAY FORD INC	PI4745	032940	03/31/2025	702-3800-480.38-52	185.90		
			PI4785	032940	03/31/2025	702-3800-480.38-52	58.51		
			PI4786	032940	03/31/2025	702-3800-480.38-52	231.46		
			PI4787	032940	03/31/2025	702-3800-480.38-52	3,590.63		
							4,066.50	*	4,066.50
195021	4536	RAILROAD MANAGEMENT CO, L	006667		03/31/2025	660-6300-471.41-04	616.96		
							616.96	*	616.96
195022	7740	SATEC, INC	PI4767	032779	03/31/2025	670-7000-473.30-17	4,850.00		
							4,850.00	*	4,850.00
195023	5336	SCCI, INC DBA	PI4802	033337	03/31/2025	660-6300-471.23-06	250.00		
			PI4809	033337	03/31/2025	660-6300-471.23-06	250.00		
							500.00	*	500.00
195024	6993	SHRED-IT USA, LLC	PI4774	033351	03/31/2025	670-7000-473.33-11	137.28		

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195024	6993	SHRED-IT USA, LLC					137.28	*	137.28
195025	1561	SMART & FINAL	PI4739	033138	03/31/2025	001-4050-461.36-00	101.72		
			PI4740	033138	03/31/2025	201-4050-446.36-00	39.98		
			PI4741	033138	03/31/2025	201-4050-446.36-00	66.32		
							208.02	*	208.02
195026	1370	SOUTH COAST AIR QUALITY	006654		03/31/2025	680-8000-454.41-04	541.04		
			006655		03/31/2025	680-8000-454.41-04	165.96		
							707.00	*	707.00
195027	7084	STAPLES BUSINESS ADVANTAG	PI4800	033267	03/31/2025	670-7000-473.36-00	5.97		
			PI4801	033267	03/31/2025	670-7000-473.36-00	150.11		
							156.08	*	156.08
195028	4000	STATE OF CALIFORNIA DOJ	PI4798	033226	03/31/2025	001-2200-421.33-94	1,022.00		
			PI4799	033226	03/31/2025	001-2200-421.33-31	210.00		
							1,232.00	*	1,232.00
195029	8249	STC TRAFFIC INC	PI4738	033117	03/31/2025	100-4900-431.90-10	1,055.00		
							1,055.00	*	1,055.00
195030	7997	TEC EQUIPMENT, INC	PI4788	032941	03/31/2025	702-3800-480.38-52	3,481.14		
							3,481.14	*	3,481.14
195031	6583	TELEPACIFIC COMMUNICATION	006670		03/31/2025	705-4500-412.26-05	1,619.94		
							1,619.94	*	1,619.94
195032	7297	TETRA TECH INC.	PI4784	032926	03/31/2025	660-6300-471.33-11	1,927.50		
							1,927.50	*	1,927.50
195033	4540	TRENCH SHORING COMPANY	PI4718	033177	03/31/2025	660-6300-471.32-05	513.00		
			PI4719	033177	03/31/2025	660-6300-471.32-05	617.20		
							1,130.20	*	1,130.20
195034	5369	VERIZON WIRELESS SERVICES	006617		03/31/2025	001-1400-412.26-05	67.88		
			006618		03/31/2025	001-1200-412.26-05	126.15		
			006619		03/31/2025	001-1200-412.26-05	232.87		
			006620		03/31/2025	001-1230-412.26-05	35.75		
			006621		03/31/2025	001-1220-412.26-05	41.57		
			006622		03/31/2025	001-2060-446.26-05	26.31		
			006623		03/31/2025	001-1000-411.26-05	208.15		
			006624		03/31/2025	001-1210-412.26-05	57.88		
			006625		03/31/2025	001-1300-412.26-05	129.71		
			006626		03/31/2025	001-2200-421.26-05	1,982.22		
			006627		03/31/2025	001-2210-421.26-05	67.95		
			006628		03/31/2025	001-2300-424.26-08	46.57		
			006629		03/31/2025	001-2740-442.26-05	61.59		
			006630		03/31/2025	001-1900-412.26-05	269.42		
			006631		03/31/2025	001-1910-412.26-05	46.57		
			006632		03/31/2025	001-2700-442.26-08	174.81		

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195034	5369	VERIZON WIRELESS SERVICES	006633		03/31/2025	001-2800-441.26-05	239.68		
			006634		03/31/2025	001-2400-422.26-08	40.01		
			006635		03/31/2025	001-3000-442.26-05	251.30		
			006636		03/31/2025	001-3200-412.26-05	83.14		
			006637		03/31/2025	100-4900-431.26-05	290.99		
			006638		03/31/2025	610-5850-434.26-05	193.73		
			006639		03/31/2025	610-5800-434.26-05	947.51		
			006640		03/31/2025	001-9600-453.26-08	46.57		
			006641		03/31/2025	001-4000-461.26-05	270.88		
			006642		03/31/2025	001-3600-461.26-05	117.12		
			006643		03/31/2025	001-4050-461.26-05	41.57		
			006644		03/31/2025	001-4000-461.36-09	41.57		
			006645		03/31/2025	761-3100-480.26-05	46.57		
			006646		03/31/2025	761-3110-480.26-05	190.81		
			006647		03/31/2025	702-3800-480.26-05	140.69		
			006648		03/31/2025	703-3700-480.26-05	186.28		
			006649		03/31/2025	660-6300-471.26-05	1,071.38		
			006650		03/31/2025	680-8000-454.26-05	124.71		
			006651		03/31/2025	670-7000-473.26-05	1,806.90		
			006652		03/31/2025	001-2200-421.89-48	592.46		
							10,299.27	*	10,299.27
195035	7743	VESTIS SERVICES LLC	PI4754	032351	03/31/2025	761-3110-480.25-02	107.13		
							107.13	*	107.13
195036	4984	WALKER, BRIAN	006660		03/31/2025	001-2200-421.23-06	240.25		
							240.25	*	240.25
195037	1437	WASTE MANAGEMENT OF THE I	006661		03/31/2025	670-7000-473.23-54	4,030.02		
							4,030.02	*	4,030.02
195038	7680	WEBB MUNICIPAL FINANCE, L	PI4805	033359	03/31/2025	105-6100-455.33-11	5,264.67		
							5,264.67	*	5,264.67
195039	7021	WESTERN MUNICIPAL WATER D	006671		03/31/2025	660-6300-471.41-04	650.00		
							650.00	*	650.00
195040	6184	WILLDAN ENGINEERING	PI4722	030055	03/31/2025	001-3000-442.33-11	93.36		
			PI4723	030055	03/31/2025	660-6300-471.33-11	93.32		
			PI4724	030055	03/31/2025	680-8000-454.33-11	93.32		
							280.00	*	280.00
						BANK/CHECK TOTAL	217,768.30		217,768.30
						ALL BANKS/CHECKS TOTAL	217,768.30		217,768.30

VEND NO / INVOICE NO	SEQ#	VENDOR NAME / VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0007468	00	AMAZON BUSINESS							
16M3-K9NC-HDXV		PI4712	032945	00	04/16/2025	001-1400-412.36-00	OFFICE SIGNAGE	14.91	
11NJ-VJND-LKLR		PI4717	033032	00	04/17/2025	660-6300-471.36-00	LAPTOP STAND	37.68	
1RNW-N14C-P43V		PI4771	033044	00	04/17/2025	670-7000-473.36-00	COMPUTER HARDWARE	204.55	
1P1P-QYGY-HDCX		PI4769	033043	00	04/15/2025	675-7020-473.36-00	GIFT BAGS/SUPPLIES	206.55	
1WPJ-WLYV-9TTF		PI4770	033043	00	04/16/2025	675-7020-473.89-48	INKJET PRINTER	422.86	
1DMC-FQQX-JTPH		PI4760	033002	00	04/20/2025	761-3100-480.36-00	SUPPLIES	139.60	
							VENDOR TOTAL *	1,026.15	
0003072	00	ARCCOPS							
2025-01		006659		00	03/12/2025	001-2200-421.23-03	ANNUAL MEMBERSHIP DUES	300.00	
							VENDOR TOTAL *	300.00	
0006899	00	ASBURY ENVIRONMENTAL SERVICES DBA							
I500-01192192		PI4734	032991	00	04/18/2025	702-3800-480.23-49	METAL FILTERS RECYCLE	55.00	
							VENDOR TOTAL *	55.00	
0008147	00	AT&T MOBILITY LLC							
287332160031625006614				00	03/08/2025	001-2200-421.26-05	MONTHLY SVC	1,207.20	
992351038031925006657				00	03/11/2025	001-2200-421.26-05	MONTHLY SVC	1,990.10	
							VENDOR TOTAL *	3,197.30	
0007937	00	ATWORK PERSONNEL SERVICES							
310936		PI4713	033074	00	04/06/2025	001-3000-442.23-27	SANTELLO 03/02/25	297.52	
310936		PI4714	033074	00	04/06/2025	660-6300-471.23-27	SANTELLO 03/02/25	446.29	
310936		PI4715	033074	00	04/06/2025	680-8000-454.23-27	SANTELLO 03/02/25	446.29	
310936		PI4716	033074	00	04/06/2025	702-3800-480.23-27	SANTELLO 03/02/25	297.52	
312494		PI4773	033263	00	04/20/2025	761-3100-480.33-11	BURGER 03/16/25	1,132.42	
							VENDOR TOTAL *	2,620.04	
0006091	00	BEAUMONT DO IT BEST HOME CENTER							
553717		PI4735	033114	00	03/31/2025	001-3600-461.30-01	BIT SET	19.38	
553886		PI4736	033114	00	04/04/2025	001-3600-461.30-01	SUPPLIES	154.48	
554083		PI4737	033114	00	04/10/2025	001-3600-461.30-01	HOSES/NOZZLES	112.03	
553756		PI4742	033144	00	04/02/2025	001-4000-461.36-00	SUPPLIES	39.50	
554317		PI4757	032952	00	04/17/2025	100-4900-431.30-13	CONCRETE-PALLET DEPO	287.91	
554319		PI4759	032952	00	04/17/2025	100-4900-431.30-13	CONCRETE-PALLET DEPO	287.91	
554318		PI4761	032952	00	04/17/2025	100-4900-431.30-13	RETURN-PALLET DEPO	287.91-	
554402		PI4776	032952	00	04/18/2025	100-4900-431.36-00	SPONGE	3.23	
554320		PI4756	032952	00	04/17/2025	670-7000-473.45-16	CONCRETE-PALLET DEPO	287.91	
554317		PI4758	032952	00	04/17/2025	670-7000-473.45-16	CONCRETE-PALLET DEPO	287.91	
554318		PI4762	032952	00	04/17/2025	670-7000-473.45-16	RETURN-PALLET DEPO	287.91-	
554286		PI4755	032952	00	04/16/2025	704-3200-412.30-02	CORD PLUGS	32.40	
554440		PI4777	032952	00	04/19/2025	704-3200-412.30-01	CLAMP	40.37	
554451		PI4778	032952	00	04/19/2025	704-3200-412.30-02	OUTLET-WALL PLATE	50.61	
							VENDOR TOTAL *	1,027.82	
0008271	00	BLAISDELL'S BUSINESS PRODUCTS							
1948606-0		PI4710	033224	00	04/10/2025	660-6300-471.36-00	PAPER -WATER	222.99	
1948606-0		PI4711	033224	00	04/10/2025	670-7000-473.36-00	PAPER-ELEC	223.00	

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0008271	00	BLAISDELL'S BUSINESS PRODUCTS							
							VENDOR TOTAL *	445.99	
0007078	00	CANON FINANCIAL SERVICES, INC							
39520524		PI4796 033119	00		04/20/2025	001-2200-421.32-06	COPIER LEASE	332.16	
							VENDOR TOTAL *	332.16	
0006874	00	CASC ENGINEERING AND CONSULTING INC							
0052529		PI4775 032079	00		12/30/2024	100-4900-431.90-10	DESIGN OF SAN G & RLROAD	2,691.25	
0053072		PI4804 032079	00		03/30/2025	100-4900-431.90-10	DESIGN OF SAN GORGOINO AV	8,335.61	
							VENDOR TOTAL *	11,026.86	
0004253	00	CDW GOVERNMENT, LLC							
AD1MA1R		PI4746 033033	00		04/04/2025	001-2800-441.89-48	DELL DOCKS (2)	375.55	
AD2615I		PI4780 033075	00		04/16/2025	703-3700-480.30-19	DELL DOCKS (3)	842.48	
							VENDOR TOTAL *	1,218.03	
0007033	00	CELL BUSINESS EQUIPMENT (CBE)							
IN2823759		PI4793 033052	00		04/19/2025	001-2200-421.32-06	COPY COUNT-PD	162.36	
IN2822792		PI4720 032562	00		04/16/2025	001-2740-442.32-06	COPIER MAINTENANCE	16.39	
							VENDOR TOTAL *	178.75	
0008150	00	CHARTER COMMUNICATIONS							
189282601032125006672				00	03/21/2025	001-2400-422.26-09	3900 W WILSON	243.46	
							VENDOR TOTAL *	243.46	
0008150	00	CHARTER COMMUNICATIONS,CK GRP-A							
189283501032125006673				00	03/21/2025	001-2060-446.26-09	CITY HALL	121.49	
							VENDOR TOTAL *	121.49	
0008150	00	CHARTER COMMUNICATIONS,CK GRP-B							
189283801032125006674				00	03/21/2025	670-7000-473.26-07	CORPORATE YARD FIBER	990.58	
							VENDOR TOTAL *	990.58	
0008150	00	CHARTER COMMUNICATIONS,CK GRP-C							
189283601032125006675				00	03/21/2025	670-7000-473.26-07	CITY HALL FIBER	990.58	
							VENDOR TOTAL *	990.58	
0007061	00	CINTAS CORPORATION							
4224725598		PI4789 032953	00		04/19/2025	100-4900-431.25-02	UNIFORM-STREETS	79.77	
4224725775		PI4811 032937	00		04/19/2025	610-5800-434.25-02	UNIFORM-TRANSIT	123.27	
4224725775		PI4812 032937	00		04/19/2025	610-5850-434.25-02	UNIFORM-DAR	7.84	
4224725916		PI4794 033083	00		04/19/2025	660-6300-471.25-02	UNIFORM-WATER	246.61	
4224003259		PI4751 033256	00		04/12/2025	670-7000-473.25-02	UNIFORM-ELEC	336.70	
4224725701		PI4752 033256	00		04/19/2025	670-7000-473.25-02	UNIFORM-ELEC	340.32	
4224725916		PI4795 033083	00		04/19/2025	680-8000-454.25-02	UNIFORM-WASTEWATER	46.13	
4224725713		PI4783 032901	00		04/19/2025	702-3800-480.25-02	UNIFORM-FLEET	87.40	
4224725598		PI4790 032953	00		04/19/2025	704-3200-412.25-02	UNIFORM-BUILD MAINT	11.03	
							VENDOR TOTAL *	1,279.07	
0008234	00	CLEAN DIESEL SPECIALISTS							

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0008234	00	CLEAN DIESEL SPECIALISTS							
4-122524		PI4803	033414	00	04/19/2025	702-3800-480.30-05	CARB CLEAN TRUCK CHECK	1,255.44	
							VENDOR TOTAL *	1,255.44	
0007772	00	CORE & MAIN, LP							
INV0014991		PI4781		00	04/11/2025	660-0000-131.00-00	INVENTORY	545.17	
							VENDOR TOTAL *	545.17	
0005345	00	COUTS HEATING & COOLING, INC							
11803		PI4807	032968	00	04/19/2025	704-3200-412.30-21	SERVICE CALL 172 N MURRAY	480.00	
							VENDOR TOTAL *	480.00	
0003061	00	CRAFCO INC							
9403405369		PI4808	033105	00	04/18/2025	100-4900-431.38-58	COLD PATCH BAG	471.41	
							VENDOR TOTAL *	471.41	
0007696	00	D&M JOB INC.							
16696		PI4768	033022	00	04/17/2025	670-7000-473.23-02	METER REPORT BKS(10-25PK)	161.63	
							VENDOR TOTAL *	161.63	
0007082	00	DIAMOND HILLS CHEVROLET BUICK GMC							
27029146		PI4744	033411	00	02/27/2025	702-3800-480.30-05	TRANSMISSION/LABOR	5,885.50	
							VENDOR TOTAL *	5,885.50	
0007565	00	ENGINEERING RESOURCES OF SO CA							
61214		PI4765	032559	00	04/06/2025	001-3000-442.33-53	INSECTION SRVCS	71,657.43	
61218		PI4766	032559	00	04/16/2025	001-3000-442.33-53	PLAN CHECK SVCS	27,182.01	
61219		PI4763	032552	00	04/16/2025	660-6300-471.33-11	STAFF AUGMENTATION	10,640.00	
61219		PI4764	032552	00	04/16/2025	680-8000-454.33-11	STAFF AUGMENTATION	4,560.00	
							VENDOR TOTAL *	114,039.44	
0004927	00	FLUID COMPONENTS INTERNATIONAL LLC							
1164285		PI4792	033000	00	04/04/2025	680-8000-454.30-04	REPAIR-MASS FLOW METER	3,104.41	
							VENDOR TOTAL *	3,104.41	
0007053	00	FRONTIER COMMUNICATIONS							
9511970006		MAR25006669		00	03/05/2025	670-7000-473.26-07	FIBER OPTIC INTERNET	1,010.00	
							VENDOR TOTAL *	1,010.00	
0001375	00	GAS COMPANY, THE							
07702683751		MR25006611		00	03/20/2025	001-2200-421.26-06	125 E RAMSEY ST	1,116.51	
05192710001		MR25006663		00	03/20/2025	001-3600-461.26-06	PARKS & REC	35.98	
03292684002		MR25006662		00	03/20/2025	001-4000-461.26-06	COMMUNITY CENTER	112.62	
16108344439		MR25006665		00	03/20/2025	001-4010-461.26-06	AQUATICS	1,644.00	
09142474007		MR25006664		00	03/20/2025	001-4050-461.26-06	SENIOR CENTER	585.44	
							VENDOR TOTAL *	3,494.55	
0007766	00	HEMET VALLEY TOOL, INC							
184915		PI4819	033253	00	04/10/2025	660-6300-471.45-16	TOOLS	98.78	
							VENDOR TOTAL *	98.78	
0005365	00	HOME DEPOT #8987							

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0005365	00	HOME DEPOT #8987							
9900223		PI4585		00	04/02/2025	660-0000-131.00-00	60LB QUIKRETE MIX/PALLET	270.11	
6900539		PI4586		00	04/05/2025	660-0000-131.00-00	60LB QUIKRETE/PALLET DEP	243.17	
9372009		PI4654		00	04/02/2025	660-0000-131.00-00	PALLET DEPOSIT REFUND	26.94-	
1904503		PI4610	033027	00	03/21/2025	660-6300-471.30-02	TOOLS	48.47	
9533575		PI4360	033098	00	03/23/2025	670-7000-473.45-16	SUPPLIES	41.80	
6513018		PI4498	033098	00	04/05/2025	670-7000-473.45-16	SUPPLIES	34.92	
0530009		PI4748	033098	00	04/11/2025	670-7000-473.45-16	TOOLS MISC/SUPPLIES	116.11	
5515359		PI4749	033098	00	04/16/2025	670-7000-473.45-16	TOOLS MISC/SUPPLIES	376.05	
5613613		PI4750	033098	00	04/16/2025	670-7000-473.45-16	TOOLS MISC/SUPPLIES	387.21	
7903950		PI4359	033098	00	03/15/2025	675-7020-473.42-65	CREDIT FOR INV #9903737	1,382.87-	
1904503		PI4611	033027	00	03/21/2025	680-8000-454.45-16	TOOLS	10.73	
1971375		PI4600	032957	00	04/10/2025	704-3200-412.30-02	LED LIGHT	53.84	
4534346		PI4267	033026	00	03/28/2025	761-3110-480.36-00	BATTERIES/HAND PUMP	172.17	
							VENDOR TOTAL *	344.77	
0006448	00	HYDROTEX PARTNERS, LTD							
546463		PI4817	032989	00	04/11/2025	660-6300-471.36-08	DRIP OIL	1,531.11	
							VENDOR TOTAL *	1,531.11	
0002740	00	J & R CONCRETE PRODUCTS, INC.							
84765		PI4721		00	04/10/2025	670-0000-131.00-00	INVENTORY	716.54	
84765		PI4743	033393	00	04/10/2025	670-7000-473.45-16	INVENTORY	8.62	
							VENDOR TOTAL *	725.16	
0005701	00	JOE A GONSALVES & SON							
162341		PI4782	032066	00	04/13/2025	001-1000-411.33-11	LOBBYING SERVICES	4,235.00	
							VENDOR TOTAL *	4,235.00	
0007850	00	KEN GRODY FORD REDLANDS							
300362		PI4797	033188	00	04/19/2025	702-3800-480.30-05	PARTS/LABOR #71	1,246.51	
							VENDOR TOTAL *	1,246.51	
0001757	00	MC CALL'S METER SALES							
37428		PI4818	033195	00	04/10/2025	660-6300-471.45-06	CERTIFIED FLOW TEST (12)	660.00	
37374		PI4820	033195	00	03/22/2025	660-6300-471.45-06	CERTIFIED FLOW TEST (10)	550.00	
37396		PI4821	033195	00	03/29/2025	660-6300-471.45-06	CERTIFIED FLOW TEST (12)	660.00	
							VENDOR TOTAL *	1,870.00	
0003909	00	MYERS & SONS HI-WAY SAFETY INC.							
168973		PI4779	032956	00	04/13/2025	100-4900-431.89-54	TRAFFIC CONTROL SUPPLIES	236.27	
							VENDOR TOTAL *	236.27	
0008350	00	NHA ADVISORS, LLC							
01620		PI4753	032895	00	04/19/2025	670-7000-473.33-11	COB 24-25 CONSULTING-ELEC	7,250.00	
							VENDOR TOTAL *	7,250.00	
0004076	00	O'REILLY AUTO PARTS							
6117-244564		PI4791	032976	00	04/23/2025	702-3800-480.38-52	IGNITION #11	8.07	
							VENDOR TOTAL *	8.07	
0007787	00	PACKHAM & TOOMEY, INC							

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0007787	00	PACKHAM & TOOMEY, INC							
2025114		PI4772	033101	00	04/11/2025	600-5100-435.30-06	MONTHLY SPCC INSPECTION	670.00	
							VENDOR TOTAL *	670.00	
0002487	00	PARKHOUSE TIRE, INC.							
2010942334		PI4806	032932	00	04/23/2025	702-3800-480.30-06	REPAIR #362	74.56	
2010942335		PI4810	032932	00	04/24/2025	702-3800-480.38-52	TIRES #45 #840	844.90	
							VENDOR TOTAL *	919.46	
0007789	00	PARTS AUTHORITY							
062-169764		PI4725	032939	00	04/17/2025	702-3800-480.38-52	CABIN AIR #1003	15.93	
091-350621		PI4726	032939	00	04/17/2025	702-3800-480.38-52	AIR FILTER #1003	15.93	
095-435172		PI4727	032939	00	04/17/2025	702-3800-480.38-52	SPARKPLUG #38	24.73	
097-452303		PI4728	032939	00	04/17/2025	702-3800-480.38-52	SPARKPLUG #38	24.73	
062-171807		PI4729	032939	00	04/18/2025	702-3800-480.38-52	AIR FILTER #05	11.96	
091-350643		PI4730	032939	00	04/18/2025	702-3800-480.38-52	AIR FILTER #05	11.96	
091-350647		PI4731	032939	00	04/18/2025	702-3800-480.38-52	OIL FILTER #94	42.50	
091-350668		PI4732	032939	00	04/18/2025	702-3800-480.38-52	BATTERY #53	186.25	
091-350686		PI4733	032939	00	04/18/2025	702-3800-480.38-52	BELT UNIT #246	24.39	
091-350575		PI4747	032939	00	04/17/2025	702-3800-480.38-52	FILTERS #609	53.17	
065-588364		PI4813	032939	00	04/19/2025	702-3800-480.38-52	SENSOR #73	31.65	
062-186188		PI4814	032939	00	04/23/2025	702-3800-480.38-52	OIL FILTER #11	5.31	
091-350958		PI4815	032939	00	04/23/2025	702-3800-480.38-52	BATTERY #201	119.56	
091-350982		PI4816	032939	00	04/23/2025	702-3800-480.38-52	OIL FILTER #12	5.31	
							VENDOR TOTAL *	573.38	
0004759	00	RACEWAY FORD INC							
3761798		PI4745	032940	00	04/17/2025	702-3800-480.38-52	WEATHERSTRIP #235	185.90	
3761822		PI4785	032940	00	04/19/2025	702-3800-480.38-52	COVER #05	58.51	
3761876		PI4786	032940	00	04/19/2025	702-3800-480.38-52	PARTS #73	231.46	
3761889		PI4787	032940	00	04/19/2025	702-3800-480.38-52	PARTS #36	3,590.63	
							VENDOR TOTAL *	4,066.50	
0004536	00	RAILROAD MANAGEMENT CO, LLC							
510664		006667		00	08/28/2024	660-6300-471.41-04	LICENSE FEES PRESET	616.96	
							VENDOR TOTAL *	616.96	
0007740	00	SATEC, INC							
36914		PI4767	032779	00	04/13/2025	670-7000-473.30-17	CLOUD FILE TRANSFER	4,850.00	
							VENDOR TOTAL *	4,850.00	
0005336	00	SCCI, INC DBA							
246315		PI4802	033337	00	04/19/2025	660-6300-471.23-06	SAFETY MEETING	250.00	
246387		PI4809	033337	00	04/23/2025	660-6300-471.23-06	SAFETY MEETING 3/17/25	250.00	
							VENDOR TOTAL *	500.00	
0006993	00	SHRED-IT USA, LLC							
8010177566		PI4774	033351	00	04/17/2025	670-7000-473.33-11	SHREDDING SVCS-ELEC	137.28	
							VENDOR TOTAL *	137.28	
0001561	00	SMART & FINAL							

VEND NO / INVOICE NO	SEQ#	VENDOR NAME / VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0001561	00	SMART & FINAL							
322744		PI4739	033138	00	04/02/2025	001-4050-461.36-00	COFFEE/CUPS	101.72	
738777		PI4740	033138	00	04/02/2025	201-4050-446.36-00	SNACKS	39.98	
309422		PI4741	033138	00	04/11/2025	201-4050-446.36-00	BEVERAGES	66.32	
							VENDOR TOTAL *	208.02	
0001370	00	SOUTH COAST AIR QUALITY							
4497996		006654		00	03/04/2025	680-8000-454.41-04	ICE EM ELEC GEN DIESEL	541.04	
4501617		006655		00	03/04/2025	680-8000-454.41-04	EMISSIONS FLAT FEE	165.96	
							VENDOR TOTAL *	707.00	
0007084	00	STAPLES BUSINESS ADVANTAGE							
6026540065		PI4800	033267	00	04/10/2025	670-7000-473.36-00	SPONGES	5.97	
6026540066		PI4801	033267	00	04/10/2025	670-7000-473.36-00	COFFEE/SUPPLIES	150.11	
							VENDOR TOTAL *	156.08	
0004000	00	STATE OF CALIFORNIA DOJ							
801442		PI4798	033226	00	04/04/2025	001-2200-421.33-94	FINGERPRINTING	1,022.00	
806222		PI4799	033226	00	04/10/2025	001-2200-421.33-31	BLOOD ANALYSIS	210.00	
							VENDOR TOTAL *	1,232.00	
0008249	00	STC TRAFFIC INC							
7809		PI4738	033117	00	04/11/2025	100-4900-431.90-10	DESIGN OF TS HARDWARE	1,055.00	
							VENDOR TOTAL *	1,055.00	
0007997	00	TEC EQUIPMENT, INC							
1840571F		PI4788	032941	00	04/19/2025	702-3800-480.38-52	PARTS #244 #245 #246	3,481.14	
							VENDOR TOTAL *	3,481.14	
0006583	00	TELEPACIFIC COMMUNICATIONS							
184797835-0		006670		00	03/16/2025	705-4500-412.26-05	CENTRAL SVCS PHONE SVC	1,619.94	
							VENDOR TOTAL *	1,619.94	
0007297	00	TETRA TECH INC.							
52393477		PI4784	032926	00	04/11/2025	660-6300-471.33-11	SCADA SUPPORT	1,927.50	
							VENDOR TOTAL *	1,927.50	
0004540	00	TRENCH SHORING COMPANY							
RI20463288		PI4718	033177	00	01/05/2025	660-6300-471.32-05	TRENCH TOP RENTAL	513.00	
RI20463289		PI4719	033177	00	01/05/2025	660-6300-471.32-05	TRENCH TOP RENTAL	617.20	
							VENDOR TOTAL *	1,130.20	
0005369	00	VERIZON WIRELESS SERVICES, LLC							
6107485465		006623		00	03/01/2025	001-1000-411.26-05	CITY COUNCIL CELL PHONE	208.15	
6107485465		006618		00	03/01/2025	001-1200-412.26-05	CITY MANAGER CELL	126.15	
6107485465		006619		00	03/01/2025	001-1200-412.26-05	OPPORTUNITY VILLAGE	232.87	
6107485465		006624		00	03/01/2025	001-1210-412.26-05	ECONOMIC DEV CELL PHONE	57.88	
6107485465		006621		00	03/01/2025	001-1220-412.26-05	PUBLIC INFORM CELL PHONE	41.57	
6107485465		006620		00	03/01/2025	001-1230-412.26-05	GRANTS COORDINATOR	35.75	
6107485465		006625		00	03/01/2025	001-1300-412.26-05	HR CELL PHONE	129.71	

VEND NO / INVOICE NO	SEQ#	VENDOR NAME / VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0005369	00	VERIZON WIRELESS SERVICES, LLC							
6107485465		006617		00	03/01/2025	001-1400-412.26-05	CITY CLERK CELL PHONE	67.88	
6107485465		006630		00	03/01/2025	001-1900-412.26-05	FINANCE CELL PHONE	269.42	
6107485465		006631		00	03/01/2025	001-1910-412.26-05	PURCHASING CELL PHONE	46.57	
6107485465		006622		00	03/01/2025	001-2060-446.26-05	GOV ACCESS CELL PHONE	26.31	
6107485465		006626		00	03/01/2025	001-2200-421.26-05	POLICE DEPT CELLS	1,982.22	
6107485465		006652		00	03/01/2025	001-2200-421.89-48	POLICE DEPT NEW PHONE	592.46	
6107485465		006627		00	03/01/2025	001-2210-421.26-05	DISPATCH CELLS	67.95	
6107485465		006628		00	03/01/2025	001-2300-424.26-08	ANIMAL CONTROL CELL PHONE	46.57	
6107485465		006634		00	03/01/2025	001-2400-422.26-08	FIRE DEPT CELL PHONE	40.01	
6107485465		006632		00	03/01/2025	001-2700-442.26-08	BUILDING & SAFETY CELLS	174.81	
6107485465		006629		00	03/01/2025	001-2740-442.26-05	CODE ENFORCE CELL PHONE	61.59	
6107485465		006633		00	03/01/2025	001-2800-441.26-05	PLANNING CELL PHONE	239.68	
6107485465		006635		00	03/01/2025	001-3000-442.26-05	ENGINEERING CELL PHONE	251.30	
6107485465		006636		00	03/01/2025	001-3200-412.26-05	BUILDING MAINT CELL PHONE	83.14	
6107485465		006642		00	03/01/2025	001-3600-461.26-05	PARKS CELL PHONE	117.12	
6107485465		006641		00	03/01/2025	001-4000-461.26-05	RECREATION CELLS	270.88	
6107485465		006644		00	03/01/2025	001-4000-461.36-09	OEP GRANT CELL PHONE	41.57	
6107485465		006643		00	03/01/2025	001-4050-461.26-05	SENIOR CENTER CELL PHONE	41.57	
6107485465		006640		00	03/01/2025	001-9600-453.26-08	REFUSE CELL PHONE	46.57	
6107485465		006637		00	03/01/2025	100-4900-431.26-05	STREETS DEPT CELLS	290.99	
6107485465		006639		00	03/01/2025	610-5800-434.26-05	TRANSIT CELL PHONE	947.51	
6107485465		006638		00	03/01/2025	610-5850-434.26-05	DIAL-A-RIDE CELL PHONE	193.73	
6107485465		006649		00	03/01/2025	660-6300-471.26-05	WATER CELL PHONE	1,071.38	
6107485465		006651		00	03/01/2025	670-7000-473.26-05	ELECTRIC CELL PHONE	1,806.90	
6107485465		006650		00	03/01/2025	680-8000-454.26-05	WASTEWATER CELL PHONE	124.71	
6107485465		006647		00	03/01/2025	702-3800-480.26-05	FLEET CELL PHONE	140.69	
6107485465		006648		00	03/01/2025	703-3700-480.26-05	INFO SERVICES CELL PHONE	186.28	
6107485465		006645		00	03/01/2025	761-3100-480.26-05	UTILITY BILLING CELL	46.57	
6107485465		006646		00	03/01/2025	761-3110-480.26-05	METER SERVICES CELL PHONE	190.81	
							VENDOR TOTAL *	10,299.27	
0007743	00	VESTIS SERVICES LLC							
5880881632		PI4754 032351		00	04/20/2025	761-3110-480.25-02	UNIFORMS-FSR	107.13	
							VENDOR TOTAL *	107.13	
0004984	00	WALKER, BRIAN							
MEALS 3/18-20		006660		00	03/18/2025	001-2200-421.23-06	INTERNAL AFFAIRS SEMINAR	240.25	
							VENDOR TOTAL *	240.25	
0001437	00	WASTE MANAGEMENT OF THE IE							
7967790-0149-7		006661		00	03/17/2025	670-7000-473.23-54	40 YD SPCL WST BIN	4,030.02	
							VENDOR TOTAL *	4,030.02	
0007680	00	WEBB MUNICIPAL FINANCE, LLC							
ARIV0000393		PI4805 033359		00	03/24/2025	105-6100-455.33-11	MUNICIPAL ASSESSMENT SVCS	5,264.67	
							VENDOR TOTAL *	5,264.67	
0007021	00	WESTERN MUNICIPAL WATER DISTRICT							
IN-16393		006671		00	03/19/2025	660-6300-471.41-04	NOTICE OF GROUNDWATER	650.00	

VEND NO / INVOICE NO	SEQ#	VENDOR NAME / VOUCHER	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0007021	00	WESTERN MUNICIPAL WATER DISTRICT							
							VENDOR TOTAL *	650.00	
0006184	00	WILLDAN ENGINEERING							
002-34266		PI4722	030055	00	04/04/2025	001-3000-442.33-11	PW PERMIT TECHNICIAN	93.36	
002-34266		PI4723	030055	00	04/04/2025	660-6300-471.33-11	PW PERMIT TECHNICIAN	93.32	
002-34266		PI4724	030055	00	04/04/2025	680-8000-454.33-11	PW PERMIT TECHNICIAN	93.32	
							VENDOR TOTAL *	280.00	
							TOTAL EXPENDITURES ****	217,768.30	
							GRAND TOTAL **********		217,768.30

Voided Checks

March 2025

Issue Date (Original)	Check (Original)	Vendor #	Reason	Void Amount	Issue Date (Reissue)	Check (Reissue)	Vendor #	Reissued Amount
2/6/2025	194404	8915	Address correction	$ 192.46	3/6/2025	194739	8915	$ 192.46
2/20/2025	194530	5872	Did not attend trainging	$ 181.25				
TOTALS				**$373.71**				**$192.46**

BANK: 00 **********

CHECK NO	VENDOR NO	VENDOR NAME	CHECK DATE	CHECK AMOUNT	DATE VOIDED	BANK CODE	ORIGINAL AMOUNT
194404	8915	ANDREW CHAPAROSA	02/06/2025	.00	03/06/2025	00	192.46
194530	5872	VINCENT AVILA	02/20/2025	.00	03/06/2025	00	181.25

BANK: 00 **********

NO. OF CHECKS: 2 CHECKS VOIDED .00 373.71 ***

BANK: 00 **********

CHECK NO	VENDOR NO	VENDOR NAME	CHECK DATE	CHECK AMOUNT	DATE VOIDED	BANK CODE	ORIGINAL AMOUNT

TOTAL FOR ALL BANKS

NO. OF CHECKS: 2 TOTAL CHECKS VOIDED .00 373.71 ***

ACH

March 2025

Date	Check #	Vendor #	Vendor Name		Amount
3/7/2025	9008210	8102	CSC	$	36.00
3/7/2025	9008211	2484	Internal Revnue Service	$	23,292.19
3/7/2025	9008212	2256	Wells Fargo	$	630,758.73
3/10/2025	9008213	997	CA St Public Employees Retirement System	$	(2,580.63)
3/10/2025	9008214	997	CA St Public Employees Retirement System	$	205,111.21
3/10/2025	9008215	2484	Internal Revnue Service	$	262,901.65
3/10/2025	9008216	985	CA State Employment Dev. Dept. (SIT)	$	5,358.68
3/10/2025	9008217	985	CA State Employment Dev. Dept. (SIT)	$	49,843.49
3/11/2025	9008218	2295	American Fidelity	$	8,616.54
3/11/2025	9008219	8702	Empower Annuity Insurance Co.	$	45,627.70
3/11/2025	9008220	5885	TASC Section 125	$	546.91
3/11/2025	9008221	4228	Wells Fargo - CalVEBA	$	14,101.49
3/11/2025	9008222	4228	Wells Fargo - CalVEBA	$	200.00
3/11/2025	9008223	8102	CSC	$	24.00
3/13/2025	9008224	997	CA St Public Employees Retirement System	$	171,324.03
3/14/2025	9008225	997	CA St Public Employees Retirement System	$	1,893.60
3/17/2025	9008226	8102	CSC	$	36.00
3/17/2025	9008227	8344	Windstream	$	1,111.51
3/17/2025	9008228	8344	Windstream	$	5,366.08
3/17/2025	9008229	8344	Windstream	$	1,103.28
3/20/2025	9008230	8211	Quadient	$	100.00
3/10/2025	9008231	4821	Wells Fargo Card Services	$	44,549.40
3/21/2025	9008232	2484	Internal Revnue Service	$	39,726.99
3/21/2025	9008233	2256	Wells Fargo	$	626,635.99
3/24/2025	9008234	5885	TASC Section 125	$	546.91
3/24/2025	9008235	2484	Internal Revnue Service	$	259,553.53
3/24/2025	9008236	985	CA State Employment Dev. Dept. (SIT)	$	7,559.65
3/24/2025	9008237	985	CA State Employment Dev. Dept. (SIT)	$	48,736.02
3/25/2025	9008238	8702	Empower Annuity Insurance Co.	$	45,789.75
3/28/2025	9008239	997	CA St Public Employees Retirement System	$	175,657.95
3/31/2025	9008240	8102	CSC	$	28.00
				$	**2,673,556.65**

WELLS FARGO PAYMENTS	$	1,257,394.72
OTHER PAYMENTS	$	1,416,161.93

Wires

March 2025

Date	Wire #	Vendor #	Vendor Name		Amount
3/17/2025	~~1163~~ 1166	4433	RPU-Riverside Public Utilites	$	1,106,788.96
TOTALS				$	1,106,788.96

CHECK NO	VENDOR NO	VENDOR NAME	VOUCHER NO	P.O. NO	DATE	ACCOUNT	REMITTANCE AMOUNT (NET OF DISC/RETAIN)		CHECK TOTAL
1166*	4433	RIVERSIDE PUBLIC UTILITIE	007865		03/17/2025	670-7010-473.27-09	61,204.00		
			007866		03/17/2025	670-7010-473.27-70	189,364.93		
			007867		03/17/2025	670-7010-473.27-60	359,676.92		
			007868		03/17/2025	670-7010-473.27-50	596,499.67		
			007869		03/17/2025	670-7000-356.38-17	22,964.72-		
			007870		03/17/2025	670-7000-356.38-10	893.92-		
			007871		03/17/2025	670-7000-331.20-01	3,874.51-		
			007871		03/17/2025	670-7000-356.38-20	72,223.41-		
							1,106,788.96	*	1,106,788.96
9008210*	8102	CORPORATION SERVICE COMPA	007789		03/07/2025	001-1400-412.23-07	16.00		
			007790		03/07/2025	001-2740-442.23-07	20.00		
							36.00	*	36.00
9008211*	2484	INTERNAL REVENUE SERVICE	007791		03/07/2025	001-0000-204.11-00	15,444.23		
			007792		03/07/2025	001-0000-204.13-00	7,847.96		
							23,292.19	*	23,292.19
9008212*	2256	WELLS FARGO BANK	007794		03/07/2025	001-0000-204.10-00	630,758.73		
							630,758.73	*	630,758.73
9008213*	997	CA. ST. PUBLIC EMPLOYEES	007795		03/10/2025	001-0000-204.31-00	1,263.73		
			007796		03/10/2025	001-0000-204.31-00	3,838.18-		
			007797		03/10/2025	001-1300-412.41-18	6.18-		
							2,580.63-	*	2,580.63-
9008214*	997	CA. ST. PUBLIC EMPLOYEES	007798		03/10/2025	001-0000-204.31-00	2,383.89		
			007799		03/10/2025	001-0000-204.31-00	34,961.87		
			007800		03/10/2025	001-0000-204.31-00	78,092.15		
			007802		03/10/2025	001-0000-204.31-00	72,083.23		
			007803		03/10/2025	001-0000-204.31-00	926.52		
			007804		03/10/2025	001-0000-204.31-00	13,369.51		
			007805		03/10/2025	001-0000-204.31-00	3,791.19		
			007806		03/10/2025	001-0000-204.31-00	2,952.44		
			007807		03/10/2025	001-0000-204.31-00	926.52-		
			007808		03/10/2025	001-0000-204.31-00	1,853.04		
			007809		03/10/2025	001-0000-204.31-00	5,035.04-		
			007810		03/10/2025	001-1300-412.15-52	142.20		
			007811		03/10/2025	001-1300-412.41-18	490.69		
			007812		03/10/2025	001-1300-412.41-19	26.04		
							205,111.21	*	205,111.21
9008215*	2484	INTERNAL REVENUE SERVICE	007813		03/10/2025	001-0000-204.11-00	108,770.07		
			007814		03/10/2025	001-0000-204.13-00	154,131.58		
							262,901.65	*	262,901.65
9008216*	985	CA. ST. EMPLOYMENT DEV. D	007816		03/10/2025	001-0000-204.12-00	5,358.68		
							5,358.68	*	5,358.68
9008217*	985	CA. ST. EMPLOYMENT DEV. D	007817		03/10/2025	001-0000-204.12-00	49,843.49		
							49,843.49	*	49,843.49

CHECK NO	VENDOR NO	VENDOR NAME	VOUCHER NO	P.O. NO	DATE	ACCOUNT	REMITTANCE AMOUNT (NET OF DISC/RETAIN)		CHECK TOTAL
9008218*	2295	AMERICAN FIDELITY ASSURAN	007713		03/11/2025	001-0000-204.80-04	3,518.28		
			007713		03/11/2025	001-0000-204.80-05	789.99		
			007713		03/11/2025	001-0000-204.80-04	3,518.28		
			007713		03/11/2025	001-0000-204.80-05	789.99		
							8,616.54	*	8,616.54
9008219*	8702	EMPOWER ANNUITY INSURANCE	007818		03/11/2025	001-0000-204.16-00	32,394.34		
			007819		03/11/2025	001-0000-204.16-00	1,387.23		
			007820		03/11/2025	001-0000-204.16-00	11,846.13		
							45,627.70	*	45,627.70
9008220*	5885	TASC	007821		03/11/2025	001-0000-204.80-15	546.91		
							546.91	*	546.91
9008221*	4228	WELLS FARGO BANK	007822		03/11/2025	001-0000-204.80-14	14,101.49		
							14,101.49	*	14,101.49
9008222*	4228	WELLS FARGO BANK	007823		03/11/2025	001-0000-204.80-14	200.00		
							200.00	*	200.00
9008223*	8102	CORPORATION SERVICE COMPA	007824		03/11/2025	001-1400-412.23-07	24.00		
							24.00	*	24.00
9008224*	997	CA. ST. PUBLIC EMPLOYEES	007825		03/13/2025	001-0000-204.20-00	171,164.38		
			007826		03/13/2025	001-0000-204.20-00	24.47-		
			007827		03/13/2025	001-0000-204.20-00	31.90-		
			007828		03/13/2025	001-0000-204.20-00	45.79		
			007829		03/13/2025	001-0000-204.20-00	46.49		
			007830		03/13/2025	001-0000-204.20-00	14.43		
			007831		03/13/2025	001-0000-204.20-00	14.65		
			007832		03/13/2025	001-0000-204.20-00	56.94		
			007833		03/13/2025	001-0000-204.20-00	57.80		
			007834		03/13/2025	001-0000-204.20-00	8.72-		
			007835		03/13/2025	001-0000-204.20-00	11.36-		
							171,324.03	*	171,324.03
9008225*	997	CA. ST. PUBLIC EMPLOYEES	007836		03/14/2025	001-0000-204.20-00	1,893.60		
							1,893.60	*	1,893.60
9008226*	8102	CORPORATION SERVICE COMPA	007837		03/17/2025	001-1400-412.23-07	16.00		
			007838		03/17/2025	001-2740-442.23-07	20.00		
							36.00	*	36.00
9008227*	8344	WINDSTREAM SERVICES, LLC	007713		03/17/2025	001-2200-421.26-05	1,111.51		
							1,111.51	*	1,111.51
9008228*	8344	WINDSTREAM SERVICES, LLC	007713		03/17/2025	705-4500-412.26-05	5,366.08		
							5,366.08	*	5,366.08
9008229*	8344	WINDSTREAM SERVICES, LLC	007713		03/17/2025	705-4500-412.26-05	1,103.28		
							1,103.28	*	1,103.28

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9008230*	8211	QUADIENT POSTAGE FUNDING	007712		03/20/2025	705-4500-412.23-04	100.00		
							100.00	*	100.00
9008232*	2484	INTERNAL REVENUE SERVICE	007839		03/21/2025	001-0000-204.11-00	25,198.84		
			007840		03/21/2025	001-0000-204.13-00	14,525.58		
			007841		03/21/2025	001-0000-204.13-00	2.57		
							39,726.99	*	39,726.99
9008233*	2256	WELLS FARGO BANK	007842		03/21/2025	001-0000-204.10-00	626,635.99		
							626,635.99	*	626,635.99
9008234*	5885	TASC	007843		03/24/2025	001-0000-204.80-15	546.91		
							546.91	*	546.91
9008235*	2484	INTERNAL REVENUE SERVICE	007844		03/24/2025	001-0000-204.11-00	107,253.21		
			007845		03/24/2025	001-0000-204.13-00	152,300.32		
							259,553.53	*	259,553.53
9008236*	985	CA. ST. EMPLOYMENT DEV. D	007847		03/24/2025	001-0000-204.12-00	7,559.65		
							7,559.65	*	7,559.65
9008237*	985	CA. ST. EMPLOYMENT DEV. D	007848		03/24/2025	001-0000-204.12-00	48,736.02		
							48,736.02	*	48,736.02
9008238*	8702	EMPOWER ANNUITY INSURANCE	007849		03/25/2025	001-0000-204.16-00	32,241.61		
			007850		03/25/2025	001-0000-204.16-00	1,387.23		
			007851		03/25/2025	001-0000-204.16-00	12,206.67		
			007852		03/25/2025	001-0000-204.16-00	45.76-		
							45,789.75	*	45,789.75
9008239*	997	CA. ST. PUBLIC EMPLOYEES	007853		03/28/2025	001-0000-204.20-00	176,119.41		
			007854		03/28/2025	001-0000-204.20-00	8.72		
			007855		03/28/2025	001-0000-204.20-00	11.36		
			007856		03/28/2025	001-0000-204.20-00	1,291.00-		
			007857		03/28/2025	001-0000-204.20-00	1,691.12-		
			007858		03/28/2025	001-0000-204.20-00	113.15-		
			007859		03/28/2025	001-0000-204.20-00	368.39-		
			007860		03/28/2025	001-0000-204.20-00	1,291.00		
			007861		03/28/2025	001-0000-204.20-00	1,691.12		
							175,657.95	*	175,657.95
9008240*	8102	CORPORATION SERVICE COMPA	007862		03/31/2025	001-2740-442.23-07	28.00		
							28.00	*	28.00
						BANK/CHECK TOTAL	3,735,796.21		3,735,796.21
						ALL BANKS/CHECKS TOTAL	3,735,796.21		3,735,796.21

VEND NO / INVOICE NO	SEQ#	VENDOR NAME / VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0002295	00	AMERICAN FIDELITY ASSURANCE							
2515278B		007713		00	03/11/2025	001-0000-204.80-04	HEALTH FSA	CHECK #: 9008218	3,518.28
2515278B		007713		00	03/11/2025	001-0000-204.80-05	DEPENDENT CARE	CHECK #: 9008218	789.99
2515279B		007713		00	03/11/2025	001-0000-204.80-04	HEALTH FSA	CHECK #: 9008218	3,518.28
2515279B		007713		00	03/11/2025	001-0000-204.80-05	DEPENDENT CARE	CHECK #: 9008218	789.99
							VENDOR TOTAL *	.00	8,616.54
0000985	00	CA. ST. EMPLOYMENT DEV. DEPT.							
MC 03/05/2025		007816		00	03/10/2025	001-0000-204.12-00	STATE INCOME TAX	CHECK #: 9008216	5,358.68
PPE 03/02/2025		007817		00	03/10/2025	001-0000-204.12-00	STATE INCOME TAX	CHECK #: 9008217	49,843.49
MC 03/19/2025		007847		00	03/24/2025	001-0000-204.12-00	STATE INCOME TAX	CHECK #: 9008236	7,559.65
PPE 03/16/2025		007848		00	03/24/2025	001-0000-204.12-00	STATE INCOME TAX	CHECK #: 9008237	48,736.02
							VENDOR TOTAL *	.00	111,497.84
0000997	00	CA. ST. PUBLIC EMPLOYEES							
10000001783450600795				00	03/10/2025	001-0000-204.31-00	PERS PLATINUM	CHECK #: 9008213	1,263.73
10000001783450600796				00	03/10/2025	001-0000-204.31-00	BL SHIELD TRIO	CHECK #: 9008213	3,838.18-
10000001783450300798				00	03/10/2025	001-0000-204.31-00	ANTHEM BL CROSS	CHECK #: 9008214	2,383.89
10000001783450300799				00	03/10/2025	001-0000-204.31-00	BL SHIELD ACCESS	CHECK #: 9008214	34,961.87
10000001783450300800				00	03/10/2025	001-0000-204.31-00	BL SHIELD TRIO	CHECK #: 9008214	78,092.15
10000001783450300802				00	03/10/2025	001-0000-204.31-00	KAISER HMO	CHECK #: 9008214	72,083.23
10000001783450300803				00	03/10/2025	001-0000-204.31-00	KAISER HMO ACTIVE ELECT	CHECK #: 9008214	926.52
10000001783450300804				00	03/10/2025	001-0000-204.31-00	PERS GOLD	CHECK #: 9008214	13,369.51
10000001783450300805				00	03/10/2025	001-0000-204.31-00	PERS PLATINUM	CHECK #: 9008214	3,791.19
10000001783450300806				00	03/10/2025	001-0000-204.31-00	BL SHIELD TRIO	CHECK #: 9008214	2,952.44
10000001783450300807				00	03/10/2025	001-0000-204.31-00	KAISER HMO	CHECK #: 9008214	926.52-
10000001783450300808				00	03/10/2025	001-0000-204.31-00	KAISER HMO ACTIVE ELECT	CHECK #: 9008214	1,853.04
10000001783450300809				00	03/10/2025	001-0000-204.31-00	PERS PLATINUM	CHECK #: 9008214	5,035.04-
PPE 02/16/2025		007825		00	03/13/2025	001-0000-204.20-00	RETIREMENT BENEFITS	CHECK #: 9008224	171,164.38
PPE 02/16/2025		007826		00	03/13/2025	001-0000-204.20-00	PERS ADJUST	CHECK #: 9008224	24.47-
PPE 02/16/2025		007827		00	03/13/2025	001-0000-204.20-00	PERS ADJUST	CHECK #: 9008224	31.90-
PPE 02/16/2025		007828		00	03/13/2025	001-0000-204.20-00	PERS ADJUST	CHECK #: 9008224	45.79
PPE 02/16/2025		007829		00	03/13/2025	001-0000-204.20-00	PERS ADJUST	CHECK #: 9008224	46.49
PPE 02/16/2025		007830		00	03/13/2025	001-0000-204.20-00	PERS ADJUST	CHECK #: 9008224	14.43
PPE 02/16/2025		007831		00	03/13/2025	001-0000-204.20-00	PERS ADJUST	CHECK #: 9008224	14.65
PPE 02/16/2025		007832		00	03/13/2025	001-0000-204.20-00	PERS ADJUST	CHECK #: 9008224	56.94
PPE 02/16/2025		007833		00	03/13/2025	001-0000-204.20-00	PERS ADJUST	CHECK #: 9008224	57.80
PPE 02/16/2025		007834		00	03/13/2025	001-0000-204.20-00	PERS ADJUST	CHECK #: 9008224	8.72-
PPE 02/16/2025		007835		00	03/13/2025	001-0000-204.20-00	PERS ADJUST	CHECK #: 9008224	11.36-
MC 03/05/2025		007836		00	03/14/2025	001-0000-204.20-00	RETIREMENT BENEFITS	CHECK #: 9008225	1,893.60
PPE 03/02/2025		007853		00	03/28/2025	001-0000-204.20-00	RETIREMENT BENEFITS	CHECK #: 9008239	176,119.41
PPE 03/02/2025		007854		00	03/28/2025	001-0000-204.20-00	PERS ADJUST	CHECK #: 9008239	8.72
PPE 03/02/2025		007855		00	03/28/2025	001-0000-204.20-00	PERS ADJUST	CHECK #: 9008239	11.36
PPE 03/02/2025		007856		00	03/28/2025	001-0000-204.20-00	PERS ADJUST	CHECK #: 9008239	1,291.00-
PPE 03/02/2025		007857		00	03/28/2025	001-0000-204.20-00	PERS ADJUST	CHECK #: 9008239	1,691.12-
PPE 03/02/2025		007858		00	03/28/2025	001-0000-204.20-00	PERS ADJUST	CHECK #: 9008239	113.15-
PPE 03/02/2025		007859		00	03/28/2025	001-0000-204.20-00	PERS ADJUST	CHECK #: 9008239	368.39-
PERS Adj-PP05-C		007860		00	03/28/2025	001-0000-204.20-00	PERS ADJUST	CHECK #: 9008239	1,291.00
PERS Adj-PP05-C		007861		00	03/28/2025	001-0000-204.20-00	PERS ADJUST	CHECK #: 9008239	1,691.12
10000001783450600797				00	03/10/2025	001-1300-412.41-18	ADMIN FEE FOR ACTIVE	CHECK #: 9008213	6.18-

VEND NO / INVOICE NO	SEQ#	VENDOR NAME / VOUCHER	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0000997	00	CA. ST. PUBLIC EMPLOYEES							
100000017834503007810				00	03/10/2025	001-1300-412.15-52	PA BILLING ER SHARE-RETIR	CHECK #: 9008214	142.20
100000017834503007811				00	03/10/2025	001-1300-412.41-18	ADMIN FEE FOR ACTIVE	CHECK #: 9008214	490.69
100000017834503007812				00	03/10/2025	001-1300-412.41-19	ADMIN FEE FOR RETIRED	CHECK #: 9008214	26.04
							VENDOR TOTAL *	.00	551,406.16
0008102	00	CORPORATION SERVICE COMPANY							
8345718-030525		007789		00	03/07/2025	001-1400-412.23-07	PROCESSING FEES (2)	CHECK #: 9008210	16.00
8345718-030725		007824		00	03/11/2025	001-1400-412.23-07	RIVERSIDE COUNTY REC FEES	CHECK #: 9008223	24.00
8345718-031325		007837		00	03/17/2025	001-1400-412.23-07	PROC FEE FOR REC SVCS	CHECK #: 9008226	16.00
8345718-030525		007790		00	03/07/2025	001-2740-442.23-07	RELEASE OF LIENS	CHECK #: 9008210	20.00
8345718-031325		007838		00	03/17/2025	001-2740-442.23-07	LIEN RELEASE FEE	CHECK #: 9008226	20.00
8345718-032725		007862		00	03/31/2025	001-2740-442.23-07	REC FEE FOR LIEN RELEASE	CHECK #: 9008240	28.00
							VENDOR TOTAL *	.00	124.00
0008702	00	EMPOWER ANNUITY INSURANCE COMPANY							
PPE 03/02/2025		007818		00	03/11/2025	001-0000-204.16-00	457 PRE TAX CONTRIBUTIONS	CHECK #: 9008219	32,394.34
PPE 03/02/2025		007819		00	03/11/2025	001-0000-204.16-00	457 ROTH CONTRIBUTIONS	CHECK #: 9008219	1,387.23
PPE 03/02/2025		007820		00	03/11/2025	001-0000-204.16-00	457 LOAN PAYMENTS	CHECK #: 9008219	11,846.13
PPE 03/16/2025		007849		00	03/25/2025	001-0000-204.16-00	457 PRE TAX CONTRIBUTIONS	CHECK #: 9008238	32,241.61
PPE 03/16/2025		007850		00	03/25/2025	001-0000-204.16-00	457 ROTH CONTRIBUTIONS	CHECK #: 9008238	1,387.23
PPE 03/16/2025		007851		00	03/25/2025	001-0000-204.16-00	457 LOAN PAYMENTS	CHECK #: 9008238	12,206.67
PPE 03/16/2025		007852		00	03/25/2025	001-0000-204.16-00	457 LOAN PAYMENTS	CHECK #: 9008238	45.76-
							VENDOR TOTAL *	.00	91,417.45
0002484	00	INTERNAL REVENUE SERVICE							
PPE 03/02/2025		007791		00	03/07/2025	001-0000-204.11-00	FEDERAL INCOME TAX	CHECK #: 9008211	15,444.23
PPE 03/02/2025		007792		00	03/07/2025	001-0000-204.13-00	FICA MEDICARE/REGULAR	CHECK #: 9008211	7,847.96
PPE 03/02/2025		007813		00	03/10/2025	001-0000-204.11-00	FEDERAL INCOME TAX	CHECK #: 9008215	108,770.07
PPE 03/02/2025		007814		00	03/10/2025	001-0000-204.13-00	FICA MEDICARE/REGULAR	CHECK #: 9008215	154,131.58
MC 03/19/2025		007839		00	03/21/2025	001-0000-204.11-00	FEDERAL INCOME TAX	CHECK #: 9008232	25,198.84
MC 03/19/2025		007840		00	03/21/2025	001-0000-204.13-00	FICA MEDICARE/REGULAR	CHECK #: 9008232	14,525.58
MC 03/19/2025		007841		00	03/21/2025	001-0000-204.13-00	ADD'L MEDICARE	CHECK #: 9008232	2.57
PPE 03/16/2025		007844		00	03/24/2025	001-0000-204.11-00	FEDERAL INCOME TAX	CHECK #: 9008235	107,253.21
PPE 03/16/2025		007845		00	03/24/2025	001-0000-204.13-00	FICA MEDICARE/REGULAR	CHECK #: 9008235	152,300.32
							VENDOR TOTAL *	.00	585,474.36
0008211	00	QUADIENT POSTAGE FUNDING							
STMT 02/21/2025		007712		00	03/20/2025	705-4500-412.23-04	POSTAGE 02/20/2025	CHECK #: 9008230	100.00
							VENDOR TOTAL *	.00	100.00
0004433	00	RIVERSIDE PUBLIC UTILITIES							
302		007869		00	03/17/2025	670-7000-356.38-17	CRR REVENUE	CHECK #: 1166	22,964.72-
302		007870		00	03/17/2025	670-7000-356.38-10	ENERGY REVENUE	CHECK #: 1166	893.92-
302		007871		00	03/17/2025	670-7000-331.20-01	INTEREST REVENUE	CHECK #: 1166	3,874.51-
302		007871		00	03/17/2025	670-7000-356.38-20	TRANS REVENUE	CHECK #: 1166	72,223.41-
302		007865		00	03/17/2025	670-7010-473.27-09	S&D EXPENSE	CHECK #: 1166	61,204.00
302		007866		00	03/17/2025	670-7010-473.27-70	TRANS EXP	CHECK #: 1166	189,364.93
302		007867		00	03/17/2025	670-7010-473.27-60	ENERGY EXP	CHECK #: 1166	359,676.92
302		007868		00	03/17/2025	670-7010-473.27-50	CAPACITY EXP	CHECK #: 1166	596,499.67

VEND NO / INVOICE NO	SEQ#	VENDOR NAME / VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0004433	00	RIVERSIDE PUBLIC UTILITIES							
							VENDOR TOTAL *	.00	1,106,788.96
0005885	00	TASC							
PPE 03/02/2025		007821		00	03/11/2025	001-0000-204.80-15	TASC NESP	CHECK #: 9008220	546.91
PPE 03/16/2025		007843		00	03/24/2025	001-0000-204.80-15	TASC NESP	CHECK #: 9008234	546.91
							VENDOR TOTAL *	.00	1,093.82
0002256	00	WELLS FARGO BANK							
PPE 03/02/2025		007794		00	03/07/2025	001-0000-204.10-00	PAYROLL	CHECK #: 9008212	630,758.73
PPE 03/16/2025		007842		00	03/21/2025	001-0000-204.10-00	PAYROLL	CHECK #: 9008233	626,635.99
							VENDOR TOTAL *	.00	1,257,394.72
0004228	00	WELLS FARGO BANK							
MC 03/05/2025		007822		00	03/11/2025	001-0000-204.80-14	VEBA CONTRIBUTIONS	CHECK #: 9008221	14,101.49
PPE 03/02/2025		007823		00	03/11/2025	001-0000-204.80-14	VEBA CONTRIBUTIONS	CHECK #: 9008222	200.00
							VENDOR TOTAL *	.00	14,301.49
0008344	00	WINDSTREAM SERVICES, LLC							
76899437		007713		00	03/17/2025	001-2200-421.26-05	PHONE SVCS-125 E RAMSEY	CHECK #: 9008227	1,111.51
76901038		007713		00	03/17/2025	705-4500-412.26-05	PHONE SVCS-99 E RAMSEY	CHECK #: 9008228	5,366.08
76902270		007713		00	03/17/2025	705-4500-412.26-05	PHONE SVCS-176 E LINCOLN	CHECK #: 9008229	1,103.28
							VENDOR TOTAL *	.00	7,580.87
							HAND ISSUED TOTAL ***		3,735,796.21
							TOTAL EXPENDITURES ****	.00	3,735,796.21
							GRAND TOTAL **********		3,735,796.21

CHECK NO	VENDOR NO	VENDOR NAME	VOUCHER NO	P.O. NO	DATE	ACCOUNT	REMITTANCE AMOUNT (NET OF DISC/RETAIN)	CHECK TOTAL
9008231*	4821	WELLS FARGO CARD SERVICES	008350		03/10/2025	001-2200-421.23-03	50.00	
			008351		03/10/2025	001-2200-421.23-03	50.00	
			008352		03/10/2025	001-2200-421.36-00	603.40	
			008353		03/10/2025	001-2200-421.23-05	13.50	
			008354		03/10/2025	001-2200-421.23-05	125.00	
			008355		03/10/2025	001-2200-421.23-05	125.00	
			008356		03/10/2025	001-2200-421.23-05	125.00	
			008357		03/10/2025	001-2200-421.23-05	125.00	
			008358		03/10/2025	001-2200-421.23-05	125.00	
			008359		03/10/2025	001-2200-421.23-05	1,500.00	
			008360		03/10/2025	001-2200-421.36-01	404.66	
			008361		03/10/2025	001-2200-421.30-05	320.00	
			008362		03/10/2025	001-1900-412.23-03	60.00	
			008363		03/10/2025	001-1900-412.23-05	11.00	
			008364		03/10/2025	001-1900-412.23-05	652.66	
			008365		03/10/2025	001-1900-412.23-05	1,095.24	
			008366		03/10/2025	001-1900-412.23-05	90.00	
			008367		03/10/2025	703-3700-480.30-17	3,000.00	
			008368		03/10/2025	001-4000-461.23-05	495.00-	
			008369		03/10/2025	001-4000-461.23-03	125.00	
			008370		03/10/2025	001-4010-461.23-06	195.00	
			008371		03/10/2025	001-4000-461.36-09	175.53	
			008372		03/10/2025	001-4010-461.23-06	275.00-	
			008373		03/10/2025	001-4010-461.23-06	210.00	
			008374		03/10/2025	001-4000-461.36-09	30.65	
			008375		03/10/2025	001-4000-461.36-00	719.55	
			008376		03/10/2025	001-0000-201.10-00	51.75-	
			008377		03/10/2025	001-1300-412.41-16	51.56	
			008378		03/10/2025	001-2800-441.23-01	672.08	
			008379		03/10/2025	001-2800-441.23-01	907.20	
			008380		03/10/2025	001-2800-441.23-01	703.67	
			008381		03/10/2025	001-3000-442.23-01	35.00	
			008382		03/10/2025	001-1300-412.23-05	419.63	
			008383		03/10/2025	001-1300-412.23-05	419.63	
			008384		03/10/2025	001-1300-412.36-00	16.15	
			008385		03/10/2025	001-1300-412.36-00	45.87	
			008386		03/10/2025	001-1300-412.23-01	12.99	
			008387		03/10/2025	001-1300-412.23-06	40.00	
			008388		03/10/2025	001-1300-412.23-03	179.00	
			008389		03/10/2025	001-1300-412.23-03	1.79	
			008390		03/10/2025	001-1300-412.36-00	387.00	
			008391		03/10/2025	001-1300-412.23-05	420.03	
			008392		03/10/2025	001-1300-412.23-05	828.26	
			008393		03/10/2025	001-9600-453.41-46	18.50	
			008394		03/10/2025	001-2300-424.33-90	20.00	
			008395		03/10/2025	001-2300-424.33-90	20.00	
			008396		03/10/2025	001-2300-424.33-90	20.00	
			008397		03/10/2025	001-2300-424.33-90	20.00	
			008398		03/10/2025	001-2300-424.33-90	20.00	
			008399		03/10/2025	001-2300-424.33-90	20.00	
			008400		03/10/2025	001-2300-424.33-90	20.00	

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9008231*	4821	WELLS FARGO CARD SERVICES	008401		03/10/2025	001-2300-424.33-90	20.00	
			008402		03/10/2025	001-2300-424.33-90	20.00	
			008403		03/10/2025	001-2300-424.33-90	20.00	
			008404		03/10/2025	761-3100-480.23-04	31.40	
			008405		03/10/2025	001-1000-411.23-05	436.14	
			008406		03/10/2025	001-1000-411.23-05	436.14	
			008407		03/10/2025	001-1000-411.23-05	396.14	
			008408		03/10/2025	001-1000-411.23-05	436.14	
			008409		03/10/2025	001-1000-411.23-05	436.14	
			008410		03/10/2025	001-1000-411.23-05	175.00	
			008411		03/10/2025	001-1000-411.23-05	308.96	
			008412		03/10/2025	001-1000-411.23-05	250.00	
			008413		03/10/2025	001-1000-411.23-05	250.00	
			008414		03/10/2025	001-1000-411.23-05	250.00	
			008415		03/10/2025	001-1000-411.23-05	250.00	
			008416		03/10/2025	001-1200-412.23-05	250.00	
			008417		03/10/2025	001-1200-412.23-05	250.00	
			008418		03/10/2025	001-1910-412.23-05	965.00	
			008419		03/10/2025	001-1910-412.23-05	451.37	
			008420		03/10/2025	001-1900-412.23-05	448.96	
			008421		03/10/2025	001-1000-411.23-05	80.00	
			008422		03/10/2025	001-1000-411.23-05	80.00	
			008423		03/10/2025	001-1900-412.23-05	1,174.00	
			008424		03/10/2025	001-1900-412.23-05	395.62	
			008425		03/10/2025	001-1400-412.36-00	75.81	
			008426		03/10/2025	001-1400-412.23-06	595.00	
			008427		03/10/2025	001-1400-412.23-05	218.95	
			008428		03/10/2025	001-1400-412.23-05	355.59	
			008429		03/10/2025	001-1400-412.36-00	26.03	
			008430		03/10/2025	001-1210-412.41-46	701.19	
			008431		03/10/2025	001-1400-412.23-01	145.43	
			008432		03/10/2025	810-9700-490.90-59	130.95	
			008433		03/10/2025	810-9700-490.90-59	80.71	
			008434		03/10/2025	810-9700-490.90-59	136.83	
			008435		03/10/2025	810-9700-490.90-59	41.89	
			008436		03/10/2025	810-9700-490.90-59	11.08	
			008437		03/10/2025	810-9700-490.90-59	16.00	
			008438		03/10/2025	810-9700-490.90-59	39.41	
			008439		03/10/2025	810-9700-490.90-59	92.40	
			008440		03/10/2025	810-9700-490.90-59	13.09	
			008441		03/10/2025	810-9700-490.90-59	4.90	
			008442		03/10/2025	810-9700-490.90-59	31.89	
			008443		03/10/2025	810-9700-490.90-59	73.16	
			008444		03/10/2025	810-9700-490.90-59	69.96	
			008445		03/10/2025	810-9700-490.90-59	43.08	
			008446		03/10/2025	810-9700-490.90-59	39.93	
			008447		03/10/2025	810-9700-490.90-59	53.85	
			008448		03/10/2025	810-9700-490.90-59	48.88	
			008449		03/10/2025	810-9700-490.90-59	21.70	
			008450		03/10/2025	810-9700-490.90-59	44.70	
			008451		03/10/2025	810-9700-490.90-59	19.56	

CHECK NO	VENDOR NO	VENDOR NAME	VOUCHER NO	P.O. NO	DATE	ACCOUNT	REMITTANCE AMOUNT (NET OF DISC/RETAIN)	CHECK TOTAL
9008231*	4821	WELLS FARGO CARD SERVICES	008452		03/10/2025	810-9700-490.90-59	154.54	
			008453		03/10/2025	810-9700-490.90-59	18.30	
			008454		03/10/2025	810-9700-490.90-59	12.14	
			008455		03/10/2025	810-9700-490.90-59	20.00	
			008456		03/10/2025	810-9700-490.90-59	40.01	
			008457		03/10/2025	810-9700-490.90-59	44.40	
			008458		03/10/2025	810-9700-490.90-59	87.19	
			008459		03/10/2025	810-9700-490.90-59	28.66	
			008460		03/10/2025	810-9700-490.90-59	230.04	
			008461		03/10/2025	810-9700-490.90-59	36.91	
			008462		03/10/2025	810-9700-490.90-59	62.44	
			008463		03/10/2025	810-9700-490.90-59	33.59	
			008464		03/10/2025	810-9700-490.90-59	12.00	
			008465		03/10/2025	810-9700-490.90-59	89.14	
			008466		03/10/2025	810-9700-490.90-59	12.58	
			008467		03/10/2025	675-7020-473.23-03	39.99	
			008468		03/10/2025	675-7020-473.41-46	1,939.50	
			008469		03/10/2025	675-7020-473.41-46	2,673.23	
			008470		03/10/2025	675-7020-473.36-00	15.07	
			008471		03/10/2025	675-7020-473.23-02	112.06	
			008472		03/10/2025	702-3800-480.38-52	66.54	
			008473		03/10/2025	702-3800-480.38-52	431.48	
			008474		03/10/2025	702-3800-480.38-52	112.67	
			008475		03/10/2025	610-5800-434.23-01	22.17	
			008476		03/10/2025	702-3800-480.41-04	93.54	
			008477		03/10/2025	702-3800-480.41-04	2.80	
			008478		03/10/2025	001-1210-412.23-03	430.00	
			008479		03/10/2025	001-1210-412.23-05	49.87	
			008480		03/10/2025	001-1210-412.23-05	840.00	
			008481		03/10/2025	001-1210-412.23-05	25.00	
			008482		03/10/2025	001-1910-412.23-05	25.00	
			008483		03/10/2025	001-2800-441.23-05	25.00	
			008484		03/10/2025	001-1200-412.23-05	25.00	
			008485		03/10/2025	001-1300-412.23-05	25.00	
			008486		03/10/2025	001-1000-411.36-07	79.89	
			008487		03/10/2025	001-2060-446.23-03	13.99	
			008488		03/10/2025	670-7000-473.23-05	25.00	
			008489		03/10/2025	001-1200-412.36-00	23.77	
			008490		03/10/2025	001-0000-201.10-00	1.22-	
			008491		03/10/2025	001-5400-446.41-60	329.14	
			008492		03/10/2025	001-1200-412.23-03	18.00	
			008493		03/10/2025	001-2200-421.36-01	145.93	
			008494		03/10/2025	001-2200-421.23-06	834.96	
			008495		03/10/2025	001-2200-421.89-53	1,077.50	
			008496		03/10/2025	001-0000-201.10-00	77.50-	
			008497		03/10/2025	001-2200-421.36-00	677.87	
			008498		03/10/2025	001-0000-201.10-00	48.76-	
			008499		03/10/2025	001-2200-421.36-00	832.05	
			008500		03/10/2025	001-2200-421.23-05	1,074.56	
			008501		03/10/2025	660-6300-471.90-78	50.00	
			008502		03/10/2025	660-6300-471.90-78	1.14	

CHECK NO	VENDOR NO	VENDOR NAME	VOUCHER NO	P.O. NO	DATE	ACCOUNT	REMITTANCE AMOUNT (NET OF DISC/RETAIN)		CHECK TOTAL
9008231*	4821	WELLS FARGO CARD SERVICES	008503		03/10/2025	001-3000-442.23-06	46.13		
			008504		03/10/2025	001-3000-442.23-06	46.13		
			008505		03/10/2025	001-3000-442.23-03	306.25		
			008506		03/10/2025	001-2200-421.23-06	986.30		
			008507		03/10/2025	001-2200-421.23-06	189.52		
			008508		03/10/2025	001-2200-421.23-06	189.52		
			008509		03/10/2025	001-2200-421.23-06	288.00		
			008510		03/10/2025	001-2200-421.23-06	447.00		
			008511		03/10/2025	001-2200-421.23-06	11.85		
			008512		03/10/2025	001-2200-421.23-03	75.00		
			008513		03/10/2025	001-2200-421.23-06	768.07		
			008514		03/10/2025	001-2200-421.23-06	520.98		
			008515		03/10/2025	001-2200-421.23-06	619.00		
			008516		03/10/2025	001-2200-421.23-06	540.75		
			008517		03/10/2025	001-2200-421.23-06	295.00		
			008518		03/10/2025	001-2200-421.23-06	78.28		
			008519		03/10/2025	001-2200-421.23-06	224.54		
			008520		03/10/2025	670-7000-473.23-03	229.00		
			008521		03/10/2025	670-7000-473.23-03	229.00		
			008522		03/10/2025	670-7000-473.36-00	96.24		
			008523		03/10/2025	675-7020-473.23-03	119.88		
							44,549.40	*	44,549.40
						BANK/CHECK TOTAL	44,549.40		44,549.40
						ALL BANKS/CHECKS TOTAL	44,549.40		44,549.40

VEND NO / INVOICE NO	SEQ# / VOUCHER NO	VENDOR NAME / P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0004821	00	WELLS FARGO CARD SERVICES INC						
WELLS ONE FEB25008376			00	03/10/2025	001-0000-201.10-00	AMERICAN FLOOR MATS	CHECK #: 9008231	51.75-
WELLS ONE FEB25008490			00	03/10/2025	001-0000-201.10-00	NAMETAGCOUNTRY.COM	CHECK #: 9008231	1.22-
WELLS ONE FEB25008496			00	03/10/2025	001-0000-201.10-00	IN CLEAR CHOICE HEADSETS	CHECK #: 9008231	77.50-
WELLS ONE FEB25008498			00	03/10/2025	001-0000-201.10-00	IN CLEAR CHOICE HEADSETS	CHECK #: 9008231	48.76-
WELLS ONE FEB25008405			00	03/10/2025	001-1000-411.23-05	DELTA MARRIOTT 1/29-31	CHECK #: 9008231	436.14
WELLS ONE FEB25008406			00	03/10/2025	001-1000-411.23-05	DELTA MARRIOTT 1/29-31	CHECK #: 9008231	436.14
WELLS ONE FEB25008407			00	03/10/2025	001-1000-411.23-05	DELTA MARRIOTT 1/29-31	CHECK #: 9008231	396.14
WELLS ONE FEB25008408			00	03/10/2025	001-1000-411.23-05	DELTA MARRIOTT 1/29-31	CHECK #: 9008231	436.14
WELLS ONE FEB25008409			00	03/10/2025	001-1000-411.23-05	DELTA MARRIOTT 1/29-31	CHECK #: 9008231	436.14
WELLS ONE FEB25008410			00	03/10/2025	001-1000-411.23-05	NIGP	CHECK #: 9008231	175.00
WELLS ONE FEB25008411			00	03/10/2025	001-1000-411.23-05	SOUTHWEST 4/23-25	CHECK #: 9008231	308.96
WELLS ONE FEB25008412			00	03/10/2025	001-1000-411.23-05	CHAMBER CA	CHECK #: 9008231	250.00
WELLS ONE FEB25008413			00	03/10/2025	001-1000-411.23-05	CHAMBER CA	CHECK #: 9008231	250.00
WELLS ONE FEB25008414			00	03/10/2025	001-1000-411.23-05	CHAMBER CA	CHECK #: 9008231	250.00
WELLS ONE FEB25008415			00	03/10/2025	001-1000-411.23-05	CHAMBER CA	CHECK #: 9008231	250.00
WELLS ONE FEB25008421			00	03/10/2025	001-1000-411.23-05	BEAUMONT COC	CHECK #: 9008231	80.00
WELLS ONE FEB25008422			00	03/10/2025	001-1000-411.23-05	BEAUMONT COC	CHECK #: 9008231	80.00
WELLS ONE FEB25008486			00	03/10/2025	001-1000-411.36-07	SUBWAY 2/11	CHECK #: 9008231	79.89
WELLS ONE FEB25008416			00	03/10/2025	001-1200-412.23-05	CHAMBER CA	CHECK #: 9008231	250.00
WELLS ONE FEB25008417			00	03/10/2025	001-1200-412.23-05	CHAMBER CA	CHECK #: 9008231	250.00
WELLS ONE FEB25008484			00	03/10/2025	001-1200-412.23-05	CHAMBER CA	CHECK #: 9008231	25.00
WELLS ONE FEB25008489			00	03/10/2025	001-1200-412.36-00	NAMETAGCOUNTRY.COM	CHECK #: 9008231	23.77
WELLS ONE FEB25008492			00	03/10/2025	001-1200-412.23-03	PE SUBSCRIPTIONS	CHECK #: 9008231	18.00
WELLS ONE FEB25008430			00	03/10/2025	001-1210-412.41-46	4IMPRINT INC	CHECK #: 9008231	701.19
WELLS ONE FEB25008478			00	03/10/2025	001-1210-412.23-03	COSTAR GROUP INC	CHECK #: 9008231	430.00
WELLS ONE FEB25008479			00	03/10/2025	001-1210-412.23-05	HEMET REGIONAL ECO	CHECK #: 9008231	49.87
WELLS ONE FEB25008480			00	03/10/2025	001-1210-412.23-05	CALED 5/6-9	CHECK #: 9008231	840.00
WELLS ONE FEB25008481			00	03/10/2025	001-1210-412.23-05	CHAMBER CA	CHECK #: 9008231	25.00
WELLS ONE FEB25008377			00	03/10/2025	001-1300-412.41-16	LINDOS DINER	CHECK #: 9008231	51.56
WELLS ONE FEB25008382			00	03/10/2025	001-1300-412.23-05	HILTON HOTEL 1/29-31	CHECK #: 9008231	419.63
WELLS ONE FEB25008383			00	03/10/2025	001-1300-412.23-05	HILTON HOTEL SAN DIEGO	CHECK #: 9008231	419.63
WELLS ONE FEB25008384			00	03/10/2025	001-1300-412.36-00	AMAZON MKTPL	CHECK #: 9008231	16.15
WELLS ONE FEB25008385			00	03/10/2025	001-1300-412.36-00	AMAZON MKTPL	CHECK #: 9008231	45.87
WELLS ONE FEB25008386			00	03/10/2025	001-1300-412.23-01	CANVA	CHECK #: 9008231	12.99
WELLS ONE FEB25008387			00	03/10/2025	001-1300-412.23-06	CAJPA	CHECK #: 9008231	40.00
WELLS ONE FEB25008388			00	03/10/2025	001-1300-412.23-03	SUPER SURVEY	CHECK #: 9008231	179.00
WELLS ONE FEB25008389			00	03/10/2025	001-1300-412.23-03	CURRENCY CONVERSION FEE	CHECK #: 9008231	1.79
WELLS ONE FEB25008390			00	03/10/2025	001-1300-412.36-00	PAYPAL	CHECK #: 9008231	387.00
WELLS ONE FEB25008391			00	03/10/2025	001-1300-412.23-05	DLR FRONT DESK 2/23-26	CHECK #: 9008231	420.03
WELLS ONE FEB25008392			00	03/10/2025	001-1300-412.23-05	DLR FRONT DESK 2/23-26	CHECK #: 9008231	828.26
WELLS ONE FEB25008485			00	03/10/2025	001-1300-412.23-05	CHAMBER CA	CHECK #: 9008231	25.00
WELLS ONE FEB25008425			00	03/10/2025	001-1400-412.36-00	WM SUPERCENTER	CHECK #: 9008231	75.81
WELLS ONE FEB25008426			00	03/10/2025	001-1400-412.23-06	CITY CLERKS ASSOC	CHECK #: 9008231	595.00
WELLS ONE FEB25008427			00	03/10/2025	001-1400-412.23-05	SOUTHWEST 4/29-5/2	CHECK #: 9008231	218.95
WELLS ONE FEB25008428			00	03/10/2025	001-1400-412.23-05	SIGNIA HILTON 4/29-5/2	CHECK #: 9008231	355.59
WELLS ONE FEB25008429			00	03/10/2025	001-1400-412.36-00	PAYPAL	CHECK #: 9008231	26.03
WELLS ONE FEB25008431			00	03/10/2025	001-1400-412.23-01	COLUMN PUBLIC NOTICE	CHECK #: 9008231	145.43
WELLS ONE FEB25008362			00	03/10/2025	001-1900-412.23-03	CSMFO	CHECK #: 9008231	60.00
WELLS ONE FEB25008363			00	03/10/2025	001-1900-412.23-05	PALM SPRINGS AIRPORT 2/17	CHECK #: 9008231	11.00

VEND NO / INVOICE NO	SEQ# / VOUCHER NO	VENDOR NAME / P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0004821	00	WELLS FARGO CARD SERVICES INC						
WELLS ONE FEB25008364			00	03/10/2025	001-1900-412.23-05	SOUTHWEST 2/17-21	CHECK #: 9008231	652.66
WELLS ONE FEB25008365			00	03/10/2025	001-1900-412.23-05	HILTON HOTELS 2/17-21	CHECK #: 9008231	1,095.24
WELLS ONE FEB25008366			00	03/10/2025	001-1900-412.23-05	ONT AIRPT PRKING 2/17-21	CHECK #: 9008231	90.00
WELLS ONE FEB25008420			00	03/10/2025	001-1900-412.23-05	SOUTHWEST 2/18-20	CHECK #: 9008231	448.96
WELLS ONE FEB25008423			00	03/10/2025	001-1900-412.23-05	SUPERION LLC	CHECK #: 9008231	1,174.00
WELLS ONE FEB25008424			00	03/10/2025	001-1900-412.23-05	HILTON HOTELS 2/18-20	CHECK #: 9008231	395.62
WELLS ONE FEB25008418			00	03/10/2025	001-1910-412.23-05	NATIONAL INST OF GO	CHECK #: 9008231	965.00
WELLS ONE FEB25008419			00	03/10/2025	001-1910-412.23-05	DELTA AIR 7/26-31	CHECK #: 9008231	451.37
WELLS ONE FEB25008482			00	03/10/2025	001-1910-412.23-05	CHAMBER CA	CHECK #: 9008231	25.00
WELLS ONE FEB25008487			00	03/10/2025	001-2060-446.23-03	YOUTUBEPREMIUM	CHECK #: 9008231	13.99
WELLS ONE FEB25008350			00	03/10/2025	001-2200-421.23-03	WLLE RC	CHECK #: 9008231	50.00
WELLS ONE FEB25008351			00	03/10/2025	001-2200-421.23-03	CA POLICE CHIEFS	CHECK #: 9008231	50.00
WELLS ONE FEB25008352			00	03/10/2025	001-2200-421.36-00	THOMSON WEST	CHECK #: 9008231	603.40
WELLS ONE FEB25008353			00	03/10/2025	001-2200-421.23-05	PCI L749 RIV 2/24	CHECK #: 9008231	13.50
WELLS ONE FEB25008354			00	03/10/2025	001-2200-421.23-05	CHAMBER CA 3/27	CHECK #: 9008231	125.00
WELLS ONE FEB25008355			00	03/10/2025	001-2200-421.23-05	CHAMBER CA 3/27	CHECK #: 9008231	125.00
WELLS ONE FEB25008356			00	03/10/2025	001-2200-421.23-05	CHAMBER CA 3/27	CHECK #: 9008231	125.00
WELLS ONE FEB25008357			00	03/10/2025	001-2200-421.23-05	CHAMBER CA 3/27	CHECK #: 9008231	125.00
WELLS ONE FEB25008358			00	03/10/2025	001-2200-421.23-05	CHAMBER CA 3/27	CHECK #: 9008231	125.00
WELLS ONE FEB25008359			00	03/10/2025	001-2200-421.23-05	PAYPAL	CHECK #: 9008231	1,500.00
WELLS ONE FEB25008360			00	03/10/2025	001-2200-421.36-01	SP CC PAINTBALL	CHECK #: 9008231	404.66
WELLS ONE FEB25008361			00	03/10/2025	001-2200-421.30-05	SHELL OIL	CHECK #: 9008231	320.00
WELLS ONE FEB25008493			00	03/10/2025	001-2200-421.36-01	MIDWAYUSA	CHECK #: 9008231	145.93
WELLS ONE FEB25008494			00	03/10/2025	001-2200-421.23-06	HYATT REGENCY 1/20-24	CHECK #: 9008231	834.96
WELLS ONE FEB25008495			00	03/10/2025	001-2200-421.89-53	IN CLEAR CHOICE HEADSETS	CHECK #: 9008231	1,077.50
WELLS ONE FEB25008497			00	03/10/2025	001-2200-421.36-00	IN CLEAR CHOICE HEADSETS	CHECK #: 9008231	677.87
WELLS ONE FEB25008499			00	03/10/2025	001-2200-421.36-00	BOYDD PRODUCTS INC.	CHECK #: 9008231	832.05
WELLS ONE FEB25008500			00	03/10/2025	001-2200-421.23-05	AMERICAN AIR 2/2-27	CHECK #: 9008231	1,074.56
WELLS ONE FEB25008506			00	03/10/2025	001-2200-421.23-06	HYATT REGENCY 1/26-31	CHECK #: 9008231	986.30
WELLS ONE FEB25008507			00	03/10/2025	001-2200-421.23-06	RVSD SHERIFF CLARK 3/3	CHECK #: 9008231	189.52
WELLS ONE FEB25008508			00	03/10/2025	001-2200-421.23-06	RVSD SHERIFF CLARK 3/3	CHECK #: 9008231	189.52
WELLS ONE FEB25008509			00	03/10/2025	001-2200-421.23-06	1413 CONSULTING 3/17-19	CHECK #: 9008231	288.00
WELLS ONE FEB25008510			00	03/10/2025	001-2200-421.23-06	CSULB 4/7-9	CHECK #: 9008231	447.00
WELLS ONE FEB25008511			00	03/10/2025	001-2200-421.23-06	CSULB 4/7-9	CHECK #: 9008231	11.85
WELLS ONE FEB25008512			00	03/10/2025	001-2200-421.23-03	CLEARS	CHECK #: 9008231	75.00
WELLS ONE FEB25008513			00	03/10/2025	001-2200-421.23-06	SPRINGHILL SUITES 2/9-12	CHECK #: 9008231	768.07
WELLS ONE FEB25008514			00	03/10/2025	001-2200-421.23-06	SHERATON 2/9-12	CHECK #: 9008231	520.98
WELLS ONE FEB25008515			00	03/10/2025	001-2200-421.23-06	INTL FIREARM SP 3/10-13	CHECK #: 9008231	619.00
WELLS ONE FEB25008516			00	03/10/2025	001-2200-421.23-06	PMW ASSOCIATES 3/18-20	CHECK #: 9008231	540.75
WELLS ONE FEB25008517			00	03/10/2025	001-2200-421.23-06	SDDIFALLENO 5/27-30	CHECK #: 9008231	295.00
WELLS ONE FEB25008518			00	03/10/2025	001-2200-421.23-06	RVSD SHERIFF CLARK 3/6	CHECK #: 9008231	78.28
WELLS ONE FEB25008519			00	03/10/2025	001-2200-421.23-06	RVSD SHERIFF CLARK 3/3	CHECK #: 9008231	224.54
WELLS ONE FEB25008394			00	03/10/2025	001-2300-424.33-90	WEST COAST PET MEMORIAL	CHECK #: 9008231	20.00
WELLS ONE FEB25008395			00	03/10/2025	001-2300-424.33-90	WEST COAST PET MEMORIAL	CHECK #: 9008231	20.00
WELLS ONE FEB25008396			00	03/10/2025	001-2300-424.33-90	WEST COAST PET MEMORIAL	CHECK #: 9008231	20.00
WELLS ONE FEB25008397			00	03/10/2025	001-2300-424.33-90	WEST COAST PET MEMORIAL	CHECK #: 9008231	20.00
WELLS ONE FEB25008398			00	03/10/2025	001-2300-424.33-90	WEST COAST PET MEMORIAL	CHECK #: 9008231	20.00
WELLS ONE FEB25008399			00	03/10/2025	001-2300-424.33-90	WEST COAST PET MEMORIAL	CHECK #: 9008231	20.00
WELLS ONE FEB25008400			00	03/10/2025	001-2300-424.33-90	WEST COAST PET MEMORIAL	CHECK #: 9008231	20.00

VEND NO / INVOICE NO	SEQ# / VOUCHER NO	VENDOR NAME / P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0004821	00	WELLS FARGO CARD SERVICES INC						
WELLS ONE FEB25008401			00	03/10/2025	001-2300-424.33-90	WEST COAST PET MEMORIAL	CHECK #: 9008231	20.00
WELLS ONE FEB25008402			00	03/10/2025	001-2300-424.33-90	WEST COAST PET MEMORIAL	CHECK #: 9008231	20.00
WELLS ONE FEB25008403			00	03/10/2025	001-2300-424.33-90	WEST COAST PET MEMORIAL	CHECK #: 9008231	20.00
WELLS ONE FEB25008378			00	03/10/2025	001-2800-441.23-01	COLUMN PUBLIC NOTICE	CHECK #: 9008231	672.08
WELLS ONE FEB25008379			00	03/10/2025	001-2800-441.23-01	COLUMN PUBLIC NOTICE	CHECK #: 9008231	907.20
WELLS ONE FEB25008380			00	03/10/2025	001-2800-441.23-01	COLUMN PUBLIC NOTICE	CHECK #: 9008231	703.67
WELLS ONE FEB25008483			00	03/10/2025	001-2800-441.23-05	CHAMBER CA	CHECK #: 9008231	25.00
WELLS ONE FEB25008381			00	03/10/2025	001-3000-442.23-01	GFE OUTREACH	CHECK #: 9008231	35.00
WELLS ONE FEB25008503			00	03/10/2025	001-3000-442.23-06	APWAIE	CHECK #: 9008231	46.13
WELLS ONE FEB25008504			00	03/10/2025	001-3000-442.23-06	APWAIE	CHECK #: 9008231	46.13
WELLS ONE FEB25008505			00	03/10/2025	001-3000-442.23-03	WWW.APWA.NET	CHECK #: 9008231	306.25
WELLS ONE FEB25008368			00	03/10/2025	001-4000-461.23-05	PAYPAL	CHECK #: 9008231	495.00-
WELLS ONE FEB25008369			00	03/10/2025	001-4000-461.23-03	WHEN I WORK INC	CHECK #: 9008231	125.00
WELLS ONE FEB25008371			00	03/10/2025	001-4000-461.36-09	BDAYBEARS.COM	CHECK #: 9008231	175.53
WELLS ONE FEB25008374			00	03/10/2025	001-4000-461.36-09	FOOD4LESS 2/22	CHECK #: 9008231	30.65
WELLS ONE FEB25008375			00	03/10/2025	001-4000-461.36-00	AMERICAN FLOOR MATS	CHECK #: 9008231	719.55
WELLS ONE FEB25008370			00	03/10/2025	001-4010-461.23-06	FULLERTON AQUATICS	CHECK #: 9008231	195.00
WELLS ONE FEB25008372			00	03/10/2025	001-4010-461.23-06	RENAISSANCE CLUB	CHECK #: 9008231	275.00-
WELLS ONE FEB25008373			00	03/10/2025	001-4010-461.23-06	BREAKWATER AQUATICS 3/7-9	CHECK #: 9008231	210.00
WELLS ONE FEB25008491			00	03/10/2025	001-5400-446.41-60	4 ALL PROMOS	CHECK #: 9008231	329.14
WELLS ONE FEB25008393			00	03/10/2025	001-9600-453.41-46	DESERT PALM CLEANERS	CHECK #: 9008231	18.50
WELLS ONE FEB25008475			00	03/10/2025	610-5800-434.23-01	GODADDY	CHECK #: 9008231	22.17
WELLS ONE FEB25008501			00	03/10/2025	660-6300-471.90-78	ASSESSOR/CLERK/RECORD	CHECK #: 9008231	50.00
WELLS ONE FEB25008502			00	03/10/2025	660-6300-471.90-78	ASSESSOR/CLERK/RECORD	CHECK #: 9008231	1.14
WELLS ONE FEB25008488			00	03/10/2025	670-7000-473.23-05	CHAMBER CA	CHECK #: 9008231	25.00
WELLS ONE FEB25008520			00	03/10/2025	670-7000-473.23-03	IEEE PRODUCTS & SERVICES	CHECK #: 9008231	229.00
WELLS ONE FEB25008521			00	03/10/2025	670-7000-473.23-03	IEEE PRODUCTS & SERVICES	CHECK #: 9008231	229.00
WELLS ONE FEB25008522			00	03/10/2025	670-7000-473.36-00	SAMSCLUB.COM	CHECK #: 9008231	96.24
WELLS ONE FEB25008467			00	03/10/2025	675-7020-473.23-03	FAST 5 XPRESS BEAUMONT	CHECK #: 9008231	39.99
WELLS ONE FEB25008468			00	03/10/2025	675-7020-473.41-46	SP JACKERY INC	CHECK #: 9008231	1,939.50
WELLS ONE FEB25008469			00	03/10/2025	675-7020-473.41-46	SP JACKERY INC	CHECK #: 9008231	2,673.23
WELLS ONE FEB25008470			00	03/10/2025	675-7020-473.36-00	STAPLES	CHECK #: 9008231	15.07
WELLS ONE FEB25008471			00	03/10/2025	675-7020-473.23-02	STAPLES	CHECK #: 9008231	112.06
WELLS ONE FEB25008523			00	03/10/2025	675-7020-473.23-03	CRICUT	CHECK #: 9008231	119.88
WELLS ONE FEB25008472			00	03/10/2025	702-3800-480.38-52	ALLIANCE TRAILER CORP	CHECK #: 9008231	66.54
WELLS ONE FEB25008473			00	03/10/2025	702-3800-480.38-52	PETROLEUM MARKETING	CHECK #: 9008231	431.48
WELLS ONE FEB25008474			00	03/10/2025	702-3800-480.38-52	PETROLEUM MARKETING EQU	CHECK #: 9008231	112.67
WELLS ONE FEB25008476			00	03/10/2025	702-3800-480.41-04	CTC-VIS	CHECK #: 9008231	93.54
WELLS ONE FEB25008477			00	03/10/2025	702-3800-480.41-04	CTC-VIS SVC	CHECK #: 9008231	2.80
WELLS ONE FEB25008367			00	03/10/2025	703-3700-480.30-17	PDQ.COM	CHECK #: 9008231	3,000.00
WELLS ONE FEB25008404			00	03/10/2025	761-3100-480.23-04	USPS PO	CHECK #: 9008231	31.40
WELLS ONE FEB25008432			00	03/10/2025	810-9700-490.90-59	THE HOME DEPOT	CHECK #: 9008231	130.95
WELLS ONE FEB25008433			00	03/10/2025	810-9700-490.90-59	DENNYS	CHECK #: 9008231	80.71
WELLS ONE FEB25008434			00	03/10/2025	810-9700-490.90-59	KOHLS	CHECK #: 9008231	136.83
WELLS ONE FEB25008435			00	03/10/2025	810-9700-490.90-59	JACK IN THE BOX	CHECK #: 9008231	41.89
WELLS ONE FEB25008436			00	03/10/2025	810-9700-490.90-59	CARLS JR	CHECK #: 9008231	11.08
WELLS ONE FEB25008437			00	03/10/2025	810-9700-490.90-59	FAST 5 XPRESS BEAUMONT	CHECK #: 9008231	16.00
WELLS ONE FEB25008438			00	03/10/2025	810-9700-490.90-59	WIENERSCHNITZEL	CHECK #: 9008231	39.41
WELLS ONE FEB25008439			00	03/10/2025	810-9700-490.90-59	QUALITY INNS 2/5-6	CHECK #: 9008231	92.40

VEND NO / INVOICE NO	SEQ# / VOUCHER NO	VENDOR NAME / P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0004821	00	WELLS FARGO CARD SERVICES INC						
WELLS ONE FEB25008440			00	03/10/2025	810-9700-490.90-59	DEL TACO	CHECK #: 9008231	13.09
WELLS ONE FEB25008441			00	03/10/2025	810-9700-490.90-59	DENNYS	CHECK #: 9008231	4.90
WELLS ONE FEB25008442			00	03/10/2025	810-9700-490.90-59	GOOD CHINA EXPRESS	CHECK #: 9008231	31.89
WELLS ONE FEB25008443			00	03/10/2025	810-9700-490.90-59	JACK IN THE BOX	CHECK #: 9008231	73.16
WELLS ONE FEB25008444			00	03/10/2025	810-9700-490.90-59	GREYHOUND 2/6	CHECK #: 9008231	69.96
WELLS ONE FEB25008445			00	03/10/2025	810-9700-490.90-59	WAL-MART	CHECK #: 9008231	43.08
WELLS ONE FEB25008446			00	03/10/2025	810-9700-490.90-59	UBER TRIP 2/11	CHECK #: 9008231	39.93
WELLS ONE FEB25008447			00	03/10/2025	810-9700-490.90-59	SURIN THAI BANNING	CHECK #: 9008231	53.85
WELLS ONE FEB25008448			00	03/10/2025	810-9700-490.90-59	JACK IN THE BOX	CHECK #: 9008231	48.88
WELLS ONE FEB25008449			00	03/10/2025	810-9700-490.90-59	MCDONALDS	CHECK #: 9008231	21.70
WELLS ONE FEB25008450			00	03/10/2025	810-9700-490.90-59	UBER TRIP	CHECK #: 9008231	44.70
WELLS ONE FEB25008451			00	03/10/2025	810-9700-490.90-59	7-ELEVEN	CHECK #: 9008231	19.56
WELLS ONE FEB25008452			00	03/10/2025	810-9700-490.90-59	BJS RESTAURANTS	CHECK #: 9008231	154.54
WELLS ONE FEB25008453			00	03/10/2025	810-9700-490.90-59	JACK IN THE BOX	CHECK #: 9008231	18.30
WELLS ONE FEB25008454			00	03/10/2025	810-9700-490.90-59	VICKYS RESTAURANT	CHECK #: 9008231	12.14
WELLS ONE FEB25008455			00	03/10/2025	810-9700-490.90-59	FAST 5 XPRESS BEAUMONT	CHECK #: 9008231	20.00
WELLS ONE FEB25008456			00	03/10/2025	810-9700-490.90-59	MCDONALDS	CHECK #: 9008231	40.01
WELLS ONE FEB25008457			00	03/10/2025	810-9700-490.90-59	RAISED DONUTS & BAGEL	CHECK #: 9008231	44.40
WELLS ONE FEB25008458			00	03/10/2025	810-9700-490.90-59	QUALITY INNS	CHECK #: 9008231	87.19
WELLS ONE FEB25008459			00	03/10/2025	810-9700-490.90-59	LA VILLA BURGER	CHECK #: 9008231	28.66
WELLS ONE FEB25008460			00	03/10/2025	810-9700-490.90-59	WM SUPERCENTER	CHECK #: 9008231	230.04
WELLS ONE FEB25008461			00	03/10/2025	810-9700-490.90-59	TST* WABA GRILL	CHECK #: 9008231	36.91
WELLS ONE FEB25008462			00	03/10/2025	810-9700-490.90-59	MCDONALDS	CHECK #: 9008231	62.44
WELLS ONE FEB25008463			00	03/10/2025	810-9700-490.90-59	DOORDASH WINGSTOP	CHECK #: 9008231	33.59
WELLS ONE FEB25008464			00	03/10/2025	810-9700-490.90-59	HIGHLAND SPRINGS CAR WAS	CHECK #: 9008231	12.00
WELLS ONE FEB25008465			00	03/10/2025	810-9700-490.90-59	JACK IN THE BOX	CHECK #: 9008231	89.14
WELLS ONE FEB25008466			00	03/10/2025	810-9700-490.90-59	FAMILY DOLLAR	CHECK #: 9008231	12.58
						VENDOR TOTAL *	.00	44,549.40
						HAND ISSUED TOTAL ***		44,549.40
						TOTAL EXPENDITURES ****	.00	44,549.40
						GRAND TOTAL **********		44,549.40

Payroll

March 2025

Start	End	Date	Description		Check Total
13814	13814	3/5/2025	Warrant Register	$	25,572.34
13815	13822	3/7/2025	Warrant Register	$	1,688.38
13823	13823	3/19/2025	Warrant Register	$	74,516.34
13824	13830	3/21/2025	Warrant Register	$	1,659.47
TOTALS				**$**	**103,436.53**
	CHECKS USED	**17**			

Check History Listing
Summary
Check date range: 03/05/25 - 03/05/25

Employee	Employee Number	Check Date	Gross Pay	With Hold	Net Pay	Advance Out	Payed Back	Dir Dep	Check Amount	Check Number
***** Grand Totals ***			67932.69	42360.35	25572.34	.00	.00	.00	25572.34	13814
1 Employees	1 Checks									
	0 Regular checks amount -			.00						
	0 Supplemental checks amount -			.00						
	0 Advance checks amount -			.00						
	0 Void checks amount -			.00						
	1 Manual checks amount -			25,572.34						
	0 Replacement checks amount -			.00						

Dept/Div Activity	Check Payee	Social Security	Check Number	Amount
1900-412	PHILLIPS, JOYCE Y	6549	13815	.00
	CALIF. STATE DISBURSEMENT UNIT		13816	427.38
	FRANCHISE TAX BOARD		13817	50.00
	TEXAS CHILD SUPPORT SDU		13818	550.62
	FRANCHISE TAX BOARD		13819	125.00
	CALIF. STATE DISBURSEMENT UNIT		13820	241.15
	CALIF. STATE DISBURSEMENT UNIT		13821	255.23
	FRANCHISE TAX BOARD		13822	50.00
	Total Checks -		8	1,699.38

Employee	Employee Number	Check Date	Gross Pay	With Hold	Net Pay	Advance Out	Payed Back	Dir Dep	Check Amount	Check Number
***** Grand Totals ***			114540.19	40023.85	74516.34	.00	.00	.00	74516.34	13823

1 Employees
1 Checks
0 Regular checks amount - .00
0 Supplemental checks amount - .00
0 Advance checks amount - .00
0 Void checks amount - .00
1 Manual checks amount - 74,516.34
0 Replacement checks amount - .00

Dept/Div Activity	Check Payee	Social Security	Check Number	Amount
1900-412	PHILLIPS, JOYCE Y	6549	13824	.00
	CALIF. STATE DISBURSEMENT UNIT		13825	427.38
	TEXAS CHILD SUPPORT SDU		13826	550.62
	FRANCHISE TAX BOARD		13827	125.00
4000-461	GAITER, MARIAH	2531	13828	60.09
	CALIF. STATE DISBURSEMENT UNIT		13829	241.15
	CALIF. STATE DISBURSEMENT UNIT		13830	255.23
	Total Checks -		7	1,659.47

CITY OF BANNING
STAFF REPORT

TO: **CITY COUNCIL**

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

PREPARED BY: **Michelle Green, Interim Administrative Services Director**
Michelle Green, Interim Administrative Services Director

MEETING DATE: **August 26, 2025**

SUBJECT: **Receive and File Accounts Payable and Payroll Warrants Issued in the Month of April 2025**

RECOMMENDATION:

Receive and file.

BACKGROUND:

Staff compiles a monthly report to include accounts payable and payroll warrants issued.

JUSTIFICATION:

Description	Payment #	Amount	Total Amount
Checks:			
Checks Issued During Month	195041-195303	$2,509,099.90	
Voided/Reissue Checks		$ 0.00	
Check Total			**$2,509,099.90**
Wires Total	1167-1169		**$2,305,268.52**
ACH Payments:	9008241-9008262		
Payroll Direct Deposit	04/04/2025	$ 626,146.30	
Payroll Direct Deposit	04/18/2025	$ 692,919.56	
Other Payments		$1,347,555.24	
ACH Total			**$2,666,621.10**
Payroll Checks:	13831-13846		
Payroll-Regular	04/04/2025	$ 1,821.14	
Payroll-Regular	04/18/2025	$ 1,805.12	
Payroll Check Total			**$ 3,626.26**
Total Warrants Issued for April 2025			**$ 7,484,615.78**

FISCAL IMPACT:
No fiscal impact.

ALTERNATIVES:
Receive and file the warrants for period ending April 30, 2025.

BUDGETED?:
No

CONTRACT/AGREEMENT:
No

ATTACHMENTS:
1. Attachment 1 - Fund List_Updated 10.11.23.pdf
2. AP & PAYROLL WARRANTS-APRIL 2025.pdf

Budget Processes, Policies & Fund Structure

The following depicts the City's budgeted funds and how they fit in the organization for budget and accounting purposes. Note that departments in the General Fund may also have budget responsibility for other funds.

Appropriated Funds

Black = Major - Blue = Non-Major - Red = Retired Funds FY 20-21

Governmental Funds			Proprietary Funds			Fiduciary Funds	
General Fund	Special Revenue Funds	Capital Improvement Funds	Enterprise Funds	Enterprise Funds-BUA	Internal Service Funds	Sucessor Agency Funds	Agency Funds
General Fund (001) Departments	(002) Developer Deposit	(400) Police Facilities Development	(670) Electric Fund	(660) Water	(702) Fleet Maintenance	(805) Redevelopment Obligation-Retirement	(221) ATWEL #2020-02 CFD
- (1000) City Council	(005) Successor Agency Admin	(410) Fire Facilities Development	- (7000) Electric	(661) Water Capital Facilities	(700) Risk Management	(810) Sucessor Housing Agency	(360) Sun Lakes CFD #86-1
- (1200) City Manager	(100) Gas Tax Street	(420) Traffic Control Facility	- (7010) Generation & Trans.	(662) Irrigation Water Fund	- (5020) Workers Compensation	(830) Debt Service Successor Agncy	(365) Wilson Street #91-1 AD
- (1210) Economic Development	(101) Measure A Street	(421) Ramsey/Highland Signal	(672) Rate Stability/Debt Service Reserve	(663) BUA Water Capital Project	- (5030) Unemployment Insur.	(840) Bond Exp. Agreement -	(370) Area Police Computer
- (1220) Public Information	(102) RMRA (SB1) Gas Tax	(430) General Facilities	(673) Electric Improvement	(669) BUA Water Debt Service	- (5040) Liability Insurance	(BEA) Project	(375 Fair Oaks #2004-01-AD
- (1300) Human Resources	(103) SB 300 Street	(444) Wilson Median Fund	(674) Electric Revenue Bond Project		- (5300) City Attorney	(841) Bond Exp. Agreement -	(376) Cameo Homes
- (1400) City Clerk	(104) Article 3 Sidewalk	(451) Park Development Fund	(675) Public Benefit	(680) Wastewater	(703) Information Systems Services	(BEA) Low/Mod	
- (1500) Elections	(110) CDBG	(470) Capital Improvement	(678) Electric Revenue Bond Debt Service	(681) Wastewater Capital Facility	(704) Building Maintenance		
- (1800) City Attorney	(111) Landscape Maintenance	(475) Fair Oaks #2004-01-AD		(682) Wastewater Tertiary	(705) Support Services		
- (1900) Fiscal Services	(132) Air Quality Improvement		(600) Airport Fund	(683) BUA Wastewater Capital Project	(761) Utility Billing Admin.		
- (1910) Purchasing & AP	(140) Asset Forfeiture/Police		(610) Transit Fund	(685) State Revolving Loan	- (3100) Account & Collections		
- (2060) TV Government Access	(148) Supplemental Law-Enforcement		- (5800) Fixed Route	(689) BUA Wastewater Debt Service	- (3110) Meter Reading		
- (2200) Police	(150) State Park Bond		- (5850) Dial A Ride				
- (2210) Dispatch	(190) Housing Authority		(690) Refuse Fund				
- (2300) Animal Control	(200) Special Donation						
- (2400) Fire	(201) Sr. Center Activities						
- (2700) Building Safety	(202) Animal Control Reserve						
- (2740) Code Enforcement	(203) Police Volunteer						
- (2800) Planning	(222) Federal Funds						
- (3000) Engineering	(300) City Administration-COP Debt Service						
- (3200) Building Maintenance							
- (3600) Parks							
- (4000) Recreation							
- (4010) Aquatics							
- (4020) Day care							
- (4050) Senior Center							
- (4060) Sr. Advisory Board							
- (4500) Central Services							
- (4800) Debt Service							
- (5400) Community Enhancement							

VOUCHER USE LOG

April 2025

Start	End	Date	Description		Check Total		Remittance Total
195041	195100	4/3/2025	WARRANT REGISTER	$	466,312.18	$	466,312.18
195101	195231	4/18/2025	WARRANT REGISTER	$	1,584,064.59	$	1,584,064.59
195232	195303	4/24/2025	WARRANT REGISTER	$	458,723.13	$	458,723.13
TOTALS				**$**	**2,509,099.90**	**$**	**2,509,099.90**
				$	**2,509,099.90**	**$**	**2,509,099.90**
			VOIDED CHECKS	$	-		
			REMITTANCE AMOUNT			$	2,509,099.90
			WELLS FARGO ACH	$	1,319,065.86		
			OTHER ACH	$	1,347,555.24		
			WIRES	$	2,305,268.52		
			TOTAL WIRES/ACH			$	4,971,889.62
			PAYROLL			$	3,626.26
GRAND TOTAL REMITTANCE AMOUNT						**$**	**7,484,615.78**

CHECK NO	VENDOR NO	VENDOR NAME	VOUCHER NO	P.O. NO	DATE	ACCOUNT	REMITTANCE AMOUNT (NET OF DISC/RETAIN)		CHECK TOTAL
195041	8544	ABS FACILITY SERVICES INC	PI4823	033371	04/03/2025	704-3200-412.90-15	25,668.05		
							25,668.05	*	25,668.05
195042	8694	AED ENERGY SERVICES LLC	PI4865	032755	04/03/2025	702-3800-480.33-11	2,172.50		
							2,172.50	*	2,172.50
195043	7098	ALL STAR ELITE SPORTS	PI4873	033099	04/03/2025	001-4000-461.36-09	217.17		
			PI4874	033099	04/03/2025	001-4000-461.36-09	289.02		
							506.19	*	506.19
195044	7468	AMAZON BUSINESS	PI4824	033002	04/03/2025	761-3100-480.36-00	116.42		
			PI4845	033002	04/03/2025	761-3100-480.36-00	160.54		
			PI4872	033043	04/03/2025	675-7020-473.36-00	16.15		
			PI4877	033121	04/03/2025	001-5400-446.41-86	47.65		
							340.76	*	340.76
195045	7048	ANIXTER, INC	PI4864		04/03/2025	670-0000-131.00-00	2,190.02		
							2,190.02	*	2,190.02
195046	8902	ARMAS, JOSE	006713		04/03/2025	001-0000-116.21-03	4,421.62		
							4,421.62	*	4,421.62
195047	6175	AT&T CALNET 2	006704		04/03/2025	001-2200-421.26-05	210.67		
							210.67	*	210.67
195048	7937	ATWORK PERSONNEL SERVICES	PI4846	033263	04/03/2025	761-3100-480.33-11	1,332.45		
			PI4848	033146	04/03/2025	001-2200-421.23-27	213.84		
							1,546.29	*	1,546.29
195049	8602	AUTO GLASS NOW	PI4834	032930	04/03/2025	702-3800-480.30-05	711.21		
							711.21	*	711.21
195050	6593	AVILA, CHRISTINA	006695		04/03/2025	001-4000-461.23-15	735.00		
							735.00	*	735.00
195051	5297	BANNING VETERINARY HOSPIT	006681		04/03/2025	001-2300-424.33-90	147.75		
							147.75	*	147.75
195052	6091	BEAUMONT DO IT BEST HOME	PI4853	032952	04/03/2025	704-3200-412.30-02	60.94		
			PI4854	032952	04/03/2025	704-3200-412.30-02	41.44		
			PI4875	033114	04/03/2025	001-3600-461.36-00	139.26		
			PI4876	033114	04/03/2025	001-3600-461.30-01	34.87		
							276.51	*	276.51
195053	2051	BIO-TOX LABORATORIES	PI4881	033232	04/03/2025	001-2200-421.33-31	913.00		
			PI4882	033232	04/03/2025	001-2200-421.33-31	433.00		
			PI4883	033232	04/03/2025	001-2200-421.33-31	829.00		
							2,175.00	*	2,175.00
195054	4253	CDW GOVERNMENT, LLC	PI4886	033072	04/03/2025	670-7000-473.89-48	1,543.83		
			PI4887	033072	04/03/2025	670-7000-473.89-48	16.62		

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195054	4253	CDW GOVERNMENT, LLC	PI4888	033072	04/03/2025	670-7000-473.89-48	5.00		
							1,565.45	*	1,565.45
195055	7061	CINTAS CORPORATION	PI4836	032937	04/03/2025	610-5800-434.25-02	123.27		
			PI4837	032937	04/03/2025	610-5850-434.25-02	7.84		
			PI4855	032953	04/03/2025	100-4900-431.25-02	79.77		
			PI4856	032953	04/03/2025	704-3200-412.25-02	11.03		
			PI4898	032901	04/03/2025	702-3800-480.25-02	87.40		
			PI4901	033256	04/03/2025	670-7000-473.25-02	340.32		
							649.63	*	649.63
195056	6727	COST RECOVERY SYSTEMS, IN	PI4903	032608	04/03/2025	705-4500-412.33-11	7,750.00		
							7,750.00	*	7,750.00
195057	7774	CUSTOM TROPHIES & UNEEK A	PI4847	032949	04/03/2025	001-1400-412.36-00	294.15		
							294.15	*	294.15
195058	7082	DIAMOND HILLS CHEVROLET B	PI4826	033401	04/03/2025	001-2200-421.90-52	46,619.36		
							46,619.36	*	46,619.36
195059	7082	DIAMOND HILLS CHEVROLET B	PI4895	033401	04/03/2025	001-2200-421.90-52	52,789.00		
							52,789.00	*	52,789.00
195060	8531	EIDE BAILLY LLP	PI4822	032333	04/03/2025	705-4500-412.33-11	20,078.00		
							20,078.00	*	20,078.00
195061	7380	ELECTRIC POWER SYSTEMS IN	PI4828	033264	04/03/2025	673-7000-473.96-20	3,499.80		
			PI4829	033264	04/03/2025	673-7000-473.96-25	8,759.00		
			PI4830	033264	04/03/2025	673-7000-473.96-25	44,988.01		
							57,246.81	*	57,246.81
195062	8518	EXECUTIVE FACILTIES SERVI	PI4827	032334	04/03/2025	704-3200-412.33-18	2,077.35		
							2,077.35	*	2,077.35
195063	7053	FRONTIER COMMUNICATIONS	006703		04/03/2025	001-2200-421.26-05	1,304.83		
			006710		04/03/2025	703-3700-480.30-17	478.88		
							1,783.71	*	1,783.71
195064	1375	GAS COMPANY, THE	006689		04/03/2025	705-4500-412.26-06	68.01		
			006705		04/03/2025	670-7000-473.26-06	411.47		
			006706		04/03/2025	702-3800-480.26-06	411.46		
			006707		04/03/2025	660-6300-471.26-06	411.46		
			006708		04/03/2025	100-4900-431.26-06	184.45		
							1,486.85	*	1,486.85
195065	203	GRAYBAR ELECTRIC COMPANY,	PI4859		04/03/2025	670-0000-131.00-00	228.42		
							228.42	*	228.42
195066	5365	HOME DEPOT #8987	PI4825	032957	04/03/2025	704-3200-412.30-02	56.60		
			PI4878	033134	04/03/2025	001-4000-461.30-02	396.50		
							453.10	*	453.10

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195067	5217	IBEW LOCAL 47 RETIREE MED	PR0404		04/03/2025	001-0000-204.80-10	3,051.96		
							3,051.96	*	3,051.96
195068	7670	JACKSON, JOHN H.	006696		04/03/2025	001-4000-461.23-15	378.00		
							378.00	*	378.00
195069	8852	JACOBS, GAVIN	006697		04/03/2025	001-4000-461.23-15	483.00		
							483.00	*	483.00
195070	6879	JANUARY, JEREL	006698		04/03/2025	001-4000-461.23-15	672.00		
							672.00	*	672.00
195071	7850	KEN GRODY FORD REDLANDS	PI4858	033188	04/03/2025	702-3800-480.30-05	2,684.44		
			PI4892	033188	04/03/2025	702-3800-480.30-05	82.16		
							2,766.60	*	2,766.60
195072	8849	LOPEZ, JOSEPH	006699		04/03/2025	001-4000-461.23-15	462.00		
							462.00	*	462.00
195073	8055	MARIPOSA LANDSCAPES, INC	PI4894	032405	04/03/2025	704-3200-412.23-29	3,671.00		
			PI4897	032405	04/03/2025	704-3200-412.23-29	9,775.85		
			PI4899	033041	04/03/2025	111-4900-432.23-29	6,517.60		
							19,964.45	*	19,964.45
195074	3909	MYERS & SONS HI-WAY SAFET	PI4849	032956	04/03/2025	100-4900-431.89-54	159.25		
							159.25	*	159.25
195075	7805	NAPA AUTO PARTS	PI4831	032920	04/03/2025	702-3800-480.38-52	232.48		
			PI4832	032920	04/03/2025	702-3800-480.38-52	56.12		
			PI4833	032920	04/03/2025	702-3800-480.38-52	14.03		
							302.63	*	302.63
195076	8490	ONESOURCE SUPPLY SOLUTION	PI4860		04/03/2025	670-0000-131.00-00	827.52		
			PI4861		04/03/2025	670-0000-131.00-00	425.61		
			PI4862		04/03/2025	670-0000-131.00-00	902.95		
							2,156.08	*	2,156.08
195077	2487	PARKHOUSE TIRE, INC.	PI4835	032932	04/03/2025	702-3800-480.38-52	854.35		
							854.35	*	854.35
195078	5191	PARS	PR0404		04/03/2025	001-0000-204.25-00	284.26		
							284.26	*	284.26
195079	7789	PARTS AUTHORITY	PI4838	032939	04/03/2025	702-3800-480.38-52	6.16		
			PI4839	032939	04/03/2025	702-3800-480.38-52	7.33		
			PI4840	032939	04/03/2025	702-3800-480.38-52	151.31		
			PI4841	032939	04/03/2025	702-3800-480.38-52	8.23		
			PI4842	032939	04/03/2025	702-3800-480.38-52	4.69		
			PI4866	032939	04/03/2025	702-3800-480.38-52	19.40-		
			PI4867	032939	04/03/2025	702-3800-480.38-52	166.85-		
			PI4868	032939	04/03/2025	702-3800-480.38-52	298.68		

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195079	7789	PARTS AUTHORITY	PI4869	032939	04/03/2025	702-3800-480.38-52	53.22		
			PI4890	032939	04/03/2025	702-3800-480.38-52	19.40-		
							323.97	*	323.97
195080	8787	PINNACLE PETROLEUM INC	PI4880	033189	04/03/2025	702-3800-480.36-11	1,941.90		
			PI4900	033189	04/03/2025	702-3800-480.36-11	27,606.14		
							29,548.04	*	29,548.04
195081	7271	QUINN COMPANY	PI4844	032944	04/03/2025	702-3800-480.30-06	1,404.50		
			PI4871	032944	04/03/2025	702-3800-480.38-52	1,285.66		
							2,690.16	*	2,690.16
195082	4759	RACEWAY FORD INC	PI4852	032940	04/03/2025	702-3800-480.38-52	61.95		
			PI4870	032940	04/03/2025	702-3800-480.38-52	540.11		
							602.06	*	602.06
195083	4759	RACEWAY FORD INC	PI4896	033418	04/03/2025	001-2200-421.90-52	49,785.32		
							49,785.32	*	49,785.32
195084	4759	RACEWAY FORD INC	PI4902	033418	04/03/2025	001-2200-421.90-52	46,806.03		
							46,806.03	*	46,806.03
195085	7290	RED HAWK SERVICES	PI4885	033404	04/03/2025	001-3600-461.30-07	1,945.96		
							1,945.96	*	1,945.96
195086	2526	RIV. CO. HEALTH SVCS AGEN	006683		04/03/2025	702-3800-480.41-04	3,250.00		
							3,250.00	*	3,250.00
195087	8456	RWC GROUP	PI4857	032975	04/03/2025	702-3800-480.38-52	998.47		
							998.47	*	998.47
195088	8231	SCA OF CA, LLC	PI4851	031802	04/03/2025	100-4900-431.33-11	11,559.00		
							11,559.00	*	11,559.00
195089	7131	SERVIAM BY WRIGHT LLP	PI4889	032119	04/03/2025	700-5300-480.33-04	18,648.55		
			PI4893	032119	04/03/2025	700-5300-480.33-04	16,730.27		
							35,378.82	*	35,378.82
195090	8708	SMITH, NYLEA	006700		04/03/2025	001-4000-461.23-15	672.00		
							672.00	*	672.00
195091	1373	SO CAL JOINT POLE COMMITT	006678		04/03/2025	670-7000-473.27-11	1,160.90		
							1,160.90	*	1,160.90
195092	8855	STONE, BRADLEY	006701		04/03/2025	001-4000-461.23-15	567.00		
							567.00	*	567.00
195093	7997	TEC EQUIPMENT, INC	PI4843	032941	04/03/2025	702-3800-480.38-52	194.32		
							194.32	*	194.32
195094	6895	THOMPSON COBURN, LLP	PI4473	032837	04/03/2025	670-7010-473.33-02	58.00		

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195094	6895	THOMPSON COBURN, LLP	PI4474	032837	04/03/2025	670-7010-473.33-02	615.86		
			PI4475	032837	04/03/2025	670-7010-473.33-02	39.96		
			PI4476	032837	04/03/2025	670-7010-473.33-02	1,694.08		
			PI4477	032837	04/03/2025	670-7010-473.33-02	5,637.49		
							8,045.39	*	8,045.39
195095	7743	VESTIS SERVICES LLC	PI4850	033216	04/03/2025	761-3110-480.25-02	107.13		
							107.13	*	107.13
195096	1890	VISTA PAINT	PI4891	033141	04/03/2025	001-3600-461.38-54	310.11		
							310.11	*	310.11
195097	6918	WATERLINE TECHNOLOGIES, I	PI4879	033170	04/03/2025	001-4010-461.36-08	1,449.78		
							1,449.78	*	1,449.78
195098	3999	WEST COAST ARBORISTS, INC	PI4884	033377	04/03/2025	001-3600-461.23-17	4,560.00		
							4,560.00	*	4,560.00
195099	464	WESTERN WATER WORKS SUPPL	PI4863		04/03/2025	660-0000-131.00-00	549.74		
							549.74	*	549.74
195100	8948	WU CHUNG, CHIA	006690		04/03/2025	675-7020-473.42-52	30.00		
			006691		04/03/2025	675-7020-473.42-52	30.00		
			006692		04/03/2025	675-7020-473.42-52	30.00		
			006693		04/03/2025	675-7020-473.42-52	30.00		
			006694		04/03/2025	675-7020-473.42-52	30.00		
							150.00	*	150.00
						BANK/CHECK TOTAL	466,312.18		466,312.18
						ALL BANKS/CHECKS TOTAL	466,312.18		466,312.18

VEND NO / INVOICE NO	SEQ#	VENDOR NAME / VOUCHER	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0008544	00	ABS FACILITY SERVICES INC							
78763		PI4823	033371	00	03/30/2025	704-3200-412.90-15	CITY HALL WS CUBICLES	25,668.05	
							VENDOR TOTAL *	25,668.05	
0008694	00	AED ENERGY SERVICES LLC							
44001577		PI4865	032755	00	04/11/2025	702-3800-480.33-11	PHASE 1 ENG SVCS FOR CNG	2,172.50	
							VENDOR TOTAL *	2,172.50	
0007098	00	ALL STAR ELITE SPORTS							
4932		PI4873	033099	00	04/24/2025	001-4000-461.36-09	COTTON TEES (21)	217.17	
4936		PI4874	033099	00	04/24/2025	001-4000-461.36-09	COTTON TEES (18)	289.02	
							VENDOR TOTAL *	506.19	
0007468	00	AMAZON BUSINESS							
1NC3-TFXW-CV4N		PI4877	033121	00	04/26/2025	001-5400-446.41-86	CHECKED FLAGS (1-5PK)	47.65	
1RPQ-NR46-X9QD		PI4872	033043	00	04/25/2025	675-7020-473.36-00	BOWS (1-42PK)	16.15	
1G1L-1JFH-C79J		PI4824	033002	00	04/02/2025	761-3100-480.36-00	SUPPLIES	116.42	
1KPD-7LJC-9MKR		PI4845	033002	00	04/19/2025	761-3100-480.36-00	OFFICE SUPPLIES	160.54	
							VENDOR TOTAL *	340.76	
0007048	00	ANIXTER, INC							
6233318-01		PI4864		00	04/03/2025	670-0000-131.00-00	INVENTORY	2,190.02	
							VENDOR TOTAL *	2,190.02	
0008902	00	ARMAS, JOSE							
COMP LOAN FY25		006713		00	03/25/2025	001-0000-116.21-03	EMPLOYEE COMPUTER LOAN	4,421.62	
							VENDOR TOTAL *	4,421.62	
0006175	00	AT&T CALNET 2							
000023220312		006704		00	03/22/2025	001-2200-421.26-05	MONTHLY SVC	210.67	
							VENDOR TOTAL *	210.67	
0007937	00	ATWORK PERSONNEL SERVICES							
312493		PI4848	033146	00	04/20/2025	001-2200-421.23-27	M BOND PPE3/16/25	213.84	
313279		PI4846	033263	00	04/27/2025	761-3100-480.33-11	BURGER 03/23/25	1,332.45	
							VENDOR TOTAL *	1,546.29	
0008602	00	AUTO GLASS NOW							
2916420		PI4834	032930	00	04/26/2025	702-3800-480.30-05	WINDSHIELD LABOR #244	711.21	
							VENDOR TOTAL *	711.21	
0006593	00	AVILA, CHRISTINA							
BASKETBALL 2025		006695		00	03/11/2025	001-4000-461.23-15	REFEREE FOR 35 GAMES	735.00	
							VENDOR TOTAL *	735.00	
0005297	00	BANNING VETERINARY HOSPITAL							
843973		006681		00	03/19/2025	001-2300-424.33-90	CREMATION	147.75	
							VENDOR TOTAL *	147.75	
0006091	00	BEAUMONT DO IT BEST HOME CENTER							

VEND NO / INVOICE NO	SEQ#	VENDOR NAME / VOUCHER	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0006091	00	BEAUMONT DO IT BEST HOME CENTER							
554662		PI4875	033114	00	04/25/2025	001-3600-461.36-00	CLEANING SUPPLIES	139.26	
554727		PI4876	033114	00	04/26/2025	001-3600-461.30-01	PEST CONTROL SUPPLIES	34.87	
554667		PI4853	032952	00	04/25/2025	704-3200-412.30-02	SPONGE/SPRAY	60.94	
554735		PI4854	032952	00	04/26/2025	704-3200-412.30-02	TOOLS/SUPPLIES	41.44	
							VENDOR TOTAL *	276.51	
0002051	00	BIO-TOX LABORATORIES							
47158		PI4881	033232	00	04/19/2025	001-2200-421.33-31	BLOOD ANALYSIS	913.00	
47159		PI4882	033232	00	04/19/2025	001-2200-421.33-31	BLOOD ANALYSIS	433.00	
47245		PI4883	033232	00	04/19/2025	001-2200-421.33-31	BLOOD ANALYSIS	829.00	
							VENDOR TOTAL *	2,175.00	
0004253	00	CDW GOVERNMENT, LLC							
AC9NG6A		PI4886	033072	00	03/28/2025	670-7000-473.89-48	LAPTOP-ELEC BGFXN54	1,543.83	
AC9NG6A		PI4887	033072	00	03/28/2025	670-7000-473.89-48	LOGI DESKTOP	16.62	
AC9NG6A		PI4888	033072	00	03/28/2025	670-7000-473.89-48	RECYCLING FEE	5.00	
							VENDOR TOTAL *	1,565.45	
0007061	00	CINTAS CORPORATION							
4225489094		PI4855	032953	00	04/26/2025	100-4900-431.25-02	UNIFORMS-STREETS	79.77	
4225489223		PI4836	032937	00	04/26/2025	610-5800-434.25-02	UNIFORM-TRANSIT	123.27	
4225489223		PI4837	032937	00	04/26/2025	610-5850-434.25-02	UNIFORM-DAR	7.84	
4225489212		PI4901	033256	00	04/26/2025	670-7000-473.25-02	UNIFORMS-ELEC	340.32	
4225489078		PI4898	032901	00	04/26/2025	702-3800-480.25-02	UNIFORMS-FLEET	87.40	
4225489094		PI4856	032953	00	04/26/2025	704-3200-412.25-02	UNIFORMS-BUILD MAINT	11.03	
							VENDOR TOTAL *	649.63	
0006727	00	COST RECOVERY SYSTEMS, INC							
2025-4		PI4903	032608	00	04/26/2025	705-4500-412.33-11	FY2024-25 CLAIM CONTRACT	7,750.00	
							VENDOR TOTAL *	7,750.00	
0007774	00	CUSTOM TROPHIES & UNEEK AWARDS							
006178		PI4847	032949	00	04/25/2025	001-1400-412.36-00	SERVICE PLAQUE/NAME PLATE	294.15	
							VENDOR TOTAL *	294.15	
0007082	00	DIAMOND HILLS CHEVROLET BUICK GMC							
DTB174318		PI4826	033401	00	04/16/2025	001-2200-421.90-52	CHEVROLET TRAVERSE	46,619.36	
							VENDOR TOTAL *	46,619.36	
0007082	00	DIAMOND HILLS CHEVROLET BUICK GMC,CK GRP-A							
B254165		PI4895	033401	00	04/16/2025	001-2200-421.90-52	CHEVROLET SILVERADO	52,789.00	
							VENDOR TOTAL *	52,789.00	
0008531	00	EIDE BAILLY LLP							
EI01831678		PI4822	032333	00	04/17/2025	705-4500-412.33-11	AUDIT OF FINANCIAL STMT	20,078.00	
							VENDOR TOTAL *	20,078.00	
0007380	00	ELECTRIC POWER SYSTEMS INT, INC.							
INV_00163716		PI4828	033264	00	02/05/2025	673-7000-473.96-20	SAN GORGONIO CIRCUIT EXT	3,499.80	

VEND NO / INVOICE NO	SEQ#	VENDOR NAME / VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0007380	00	ELECTRIC POWER SYSTEMS INT, INC.							
INV_00163716		PI4829	033264	00	02/05/2025	673-7000-473.96-25	SAN GORGONIO CIRCUIT EXT	8,759.00	
INV_00163716		PI4830	033264	00	02/05/2025	673-7000-473.96-25	SAN GORGONIO CIRCUIT EXT	44,988.01	
							VENDOR TOTAL *	57,246.81	
0008518	00	EXECUTIVE FACILTIES SERVICES INC							
33507		PI4827	032334	00	03/02/2025	704-3200-412.33-18	SUPPLIES	2,077.35	
							VENDOR TOTAL *	2,077.35	
0007053	00	FRONTIER COMMUNICATIONS							
9519220196MAR25006703				00	03/06/2025	001-2200-421.26-05	951-922-0196	1,304.83	
2131817186MAR25006710				00	03/19/2025	703-3700-480.30-17	213-181-7186 FIOS	478.88	
							VENDOR TOTAL *	1,783.71	
0001375	00	GAS COMPANY, THE							
19499362408MR25006708				00	03/27/2025	100-4900-431.26-06	176 E LINCOLN	184.45	
19499362408MR25006707				00	03/27/2025	660-6300-471.26-06	176 E LINCOLN	411.46	
19499362408MR25006705				00	03/27/2025	670-7000-473.26-06	176 E LINCOLN	411.47	
19499362408MR25006706				00	03/27/2025	702-3800-480.26-06	176 E LINCOLN	411.46	
15684815176MR25006689				00	03/20/2025	705-4500-412.26-06	99 E RAMSEY	68.01	
							VENDOR TOTAL *	1,486.85	
0000203	00	GRAYBAR ELECTRIC COMPANY, INC.							
9341345438		PI4859		00	04/19/2025	670-0000-131.00-00	INVENTORY	228.42	
							VENDOR TOTAL *	228.42	
0005365	00	HOME DEPOT #8987							
5340266		PI4878	033134	00	04/26/2025	001-4000-461.30-02	SUPPLIES	396.50	
8372258		PI4825	032957	00	04/23/2025	704-3200-412.30-02	TOOLS/SUPPLIES	56.60	
							VENDOR TOTAL *	453.10	
0005217	00	IBEW LOCAL 47 RETIREE MEDICAL TRUST							
20250404		PR0404		00	04/04/2025	001-0000-204.80-10	PAYROLL SUMMARY	3,051.96	
							VENDOR TOTAL *	3,051.96	
0007670	00	JACKSON, JOHN H.							
BASKETBALL 2025006696				00	03/11/2025	001-4000-461.23-15	REFEREE FOR 18 GAMES	378.00	
							VENDOR TOTAL *	378.00	
0008852	00	JACOBS, GAVIN							
BASKETBALL 2025006697				00	03/11/2025	001-4000-461.23-15	REFEREE FOR 23 GAMES	483.00	
							VENDOR TOTAL *	483.00	
0006879	00	JANUARY, JEREL							
BASKETBALL 2025006698				00	03/11/2025	001-4000-461.23-15	REFEREE FOR 32 GAMES	672.00	
							VENDOR TOTAL *	672.00	
0007850	00	KEN GRODY FORD REDLANDS							
300406		PI4858	033188	00	04/25/2025	702-3800-480.30-05	PARTS/LABOR #36	2,684.44	
301100		PI4892	033188	00	04/27/2025	702-3800-480.30-05	PARTS/LABOR #600	82.16	

VEND NO / INVOICE NO	SEQ#	VENDOR NAME / VOUCHER	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0007850	00	KEN GRODY FORD REDLANDS							
							VENDOR TOTAL *	2,766.60	
0008849	00	LOPEZ, JOSEPH							
BASKETBALL		2025006699		00	03/11/2025	001-4000-461.23-15	REFEREE FOR 22 GAMES	462.00	
							VENDOR TOTAL *	462.00	
0008055	00	MARIPOSA LANDSCAPES, INC							
112858		PI4899	033041	00	04/30/2025	111-4900-432.23-29	LANDSCAPE MAINT	6,517.60	
111160		PI4894	032405	00	12/30/2024	704-3200-412.23-29	IRRAGATION REPLACED	3,671.00	
112848		PI4897	032405	00	04/30/2025	704-3200-412.23-29	LANDSCAPE MAINT	9,775.85	
							VENDOR TOTAL *	19,964.45	
0003909	00	MYERS & SONS HI-WAY SAFETY INC.							
169480		PI4849	032956	00	04/26/2025	100-4900-431.89-54	TRAFFIC CONTROL SUPPLIES	159.25	
							VENDOR TOTAL *	159.25	
0007805	00	NAPA AUTO PARTS							
228087		PI4831	032920	00	04/25/2025	702-3800-480.38-52	BLUE DEF-GAL #903	232.48	
228139		PI4832	032920	00	04/26/2025	702-3800-480.38-52	CONNECTOR #26	56.12	
228140		PI4833	032920	00	04/26/2025	702-3800-480.38-52	CONNECTOR/SHOP STOCK	14.03	
							VENDOR TOTAL *	302.63	
0008490	00	ONESOURCE SUPPLY SOLUTIONS							
S007833516.001		PI4860		00	04/19/2025	670-0000-131.00-00	INVENTORY	827.52	
S007833516.002		PI4861		00	04/23/2025	670-0000-131.00-00	INVENTORY	425.61	
S007828968.002		PI4862		00	04/23/2025	670-0000-131.00-00	INVENTORY	902.95	
							VENDOR TOTAL *	2,156.08	
0002487	00	PARKHOUSE TIRE, INC.							
2010943053		PI4835	032932	00	04/26/2025	702-3800-480.38-52	TIRES #13	854.35	
							VENDOR TOTAL *	854.35	
0005191	00	PARS							
20250404		PR0404		00	04/04/2025	001-0000-204.25-00	PAYROLL SUMMARY	284.26	
							VENDOR TOTAL *	284.26	
0007789	00	PARTS AUTHORITY							
062-195951		PI4838	032939	00	04/25/2025	702-3800-480.38-52	FUEL FILTER #242	6.16	
062-196218		PI4839	032939	00	04/25/2025	702-3800-480.38-52	BULB #13	7.33	
091-351197		PI4840	032939	00	04/25/2025	702-3800-480.38-52	WIPER BLADES #244	151.31	
091-351212		PI4841	032939	00	04/25/2025	702-3800-480.38-52	CABIN FILTER #13	8.23	
062-199167		PI4842	032939	00	04/26/2025	702-3800-480.38-52	AXLE FLANGE GASKET #234	4.69	
091-062958		PI4866	032939	00	04/18/2025	702-3800-480.38-52	BATTERY CORE CREDIT	19.40-	
091-062959		PI4867	032939	00	04/18/2025	702-3800-480.38-52	BATTERY CORE CREDIT	166.85-	
102-191113		PI4868	032939	00	04/26/2025	702-3800-480.38-52	PARTS #234	298.68	
091-351427		PI4869	032939	00	04/30/2025	702-3800-480.38-52	PARTS #10	53.22	
091-063009		PI4890	032939	00	04/23/2025	702-3800-480.38-52	BATTERY CORE CREDIT	19.40-	
							VENDOR TOTAL *	323.97	
0008787	00	PINNACLE PETROLEUM INC							

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0008787	00	PINNACLE PETROLEUM INC							
0367607		PI4880	033189	00	04/26/2025	702-3800-480.36-11	DIESEL FUEL	1,941.90	
0367606		PI4900	033189	00	04/26/2025	702-3800-480.36-11	87 REG UNLEADED GAS	27,606.14	
							VENDOR TOTAL *	29,548.04	
0007271	00	QUINN COMPANY							
WOG00022415		PI4844	032944	00	04/25/2025	702-3800-480.30-06	CMTY CTR-GENERATOR	1,404.50	
PCI00038842		PI4871	032944	00	04/26/2025	702-3800-480.38-52	GENERATOR-CMTY CNTR	1,285.66	
							VENDOR TOTAL *	2,690.16	
0004759	00	RACEWAY FORD INC							
3762012		PI4852	032940	00	04/25/2025	702-3800-480.38-52	PARTS #839	61.95	
3762053		PI4870	032940	00	04/25/2025	702-3800-480.38-52	PARTS #36	540.11	
							VENDOR TOTAL *	602.06	
0004759	00	RACEWAY FORD INC,CK GRP-A							
VIN35861		PI4896	033418	00	04/12/2025	001-2200-421.90-52	FORD EXPLORER	49,785.32	
							VENDOR TOTAL *	49,785.32	
0004759	00	RACEWAY FORD INC,CK GRP-B							
VIN81631		PI4902	033418	00	04/12/2025	001-2200-421.90-52	FORD EXPLORER	46,806.03	
							VENDOR TOTAL *	46,806.03	
0007290	00	RED HAWK SERVICES							
25-4129		PI4885	033404	00	04/28/2025	001-3600-461.30-07	FENCING REPAIR	1,945.96	
							VENDOR TOTAL *	1,945.96	
0002526	00	RIV. CO. HEALTH SVCS AGENCY							
IN1034835		006683		00	04/01/2025	702-3800-480.41-04	MAINTENANCE PERMIT-FLEET	3,250.00	
							VENDOR TOTAL *	3,250.00	
0008456	00	RWC GROUP							
XA301208794:01		PI4857	032975	00	04/24/2025	702-3800-480.38-52	WINSHIELD #244	998.47	
							VENDOR TOTAL *	998.47	
0008231	00	SCA OF CA, LLC							
CA1000844		PI4851	031802	00	04/26/2025	100-4900-431.33-11	STREET SWEEPING SERVICES	11,559.00	
							VENDOR TOTAL *	11,559.00	
0007131	00	SERVIAM BY WRIGHT LLP							
32928		PI4889	032119	00	03/31/2025	700-5300-480.33-04	CODE ENFORCEMENT LEGAL	18,648.55	
32884		PI4893	032119	00	03/03/2025	700-5300-480.33-04	CODE ENFORCEMENT LEGAL	16,730.27	
							VENDOR TOTAL *	35,378.82	
0008708	00	SMITH, NYLEA							
BASKETBALL		2025006700		00	03/11/2025	001-4000-461.23-15	REFEREE FOR 32 GAMES	672.00	
							VENDOR TOTAL *	672.00	
0001373	00	SO CAL JOINT POLE COMMITTEE							
22481		006678		00	02/28/2025	670-7000-473.27-11	OPERATING EXPENSES	1,160.90	

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0001373	00	SO CAL JOINT POLE COMMITTEE							
							VENDOR TOTAL *	1,160.90	
0008855	00	STONE, BRADLEY							
BASKETBALL		2025006701		00	03/11/2025	001-4000-461.23-15	REFEREE FOR 27 GAMES	567.00	
							VENDOR TOTAL *	567.00	
0007997	00	TEC EQUIPMENT, INC							
1842912F		PI4843	032941	00	04/26/2025	702-3800-480.38-52	PARTS #244	194.32	
							VENDOR TOTAL *	194.32	
0006895	00	THOMPSON COBURN, LLP							
3719151		PI4473	032837	00	03/20/2025	670-7010-473.33-02	LEGAL SVCS 37424/99932	58.00	
3719152		PI4474	032837	00	03/20/2025	670-7010-473.33-02	LEGAL SVCS 37424/97133	615.86	
3719176		PI4475	032837	00	03/20/2025	670-7010-473.33-02	LEGAL SVCS 48126/68898	39.96	
3719188		PI4476	032837	00	03/20/2025	670-7010-473.33-02	LEGAL SVCS 46632/56835	1,694.08	
3719207		PI4477	032837	00	03/20/2025	670-7010-473.33-02	LEGAL SVCS 46632/57431	5,637.49	
							VENDOR TOTAL *	8,045.39	
0007743	00	VESTIS SERVICES LLC							
5880887620		PI4850	033216	00	04/27/2025	761-3110-480.25-02	UNIFORM-FSR	107.13	
							VENDOR TOTAL *	107.13	
0001890	00	VISTA PAINT							
2025-862229-00		PI4891	033141	00	04/25/2025	001-3600-461.38-54	SEMIGLOSS BASE	310.11	
							VENDOR TOTAL *	310.11	
0006918	00	WATERLINE TECHNOLOGIES, INC							
5732010		PI4879	033170	00	04/25/2025	001-4010-461.36-08	HYPOCHLORITE SOLUTIONS	1,449.78	
							VENDOR TOTAL *	1,449.78	
0003999	00	WEST COAST ARBORISTS, INC							
226874		PI4884	033377	00	04/25/2025	001-3600-461.23-17	TRIM DEAD TREES-PARKS	4,560.00	
							VENDOR TOTAL *	4,560.00	
0000464	00	WESTERN WATER WORKS SUPPLY CO							
1410978-00		PI4863		00	03/14/2025	660-0000-131.00-00	INVENTORY	549.74	
							VENDOR TOTAL *	549.74	
0008948	00	WU CHUNG, CHIA							
REBATE TOILET		006690		00	03/24/2025	675-7020-473.42-52	231 E NICOLET ST	30.00	
REBATE TOILET		006691		00	03/24/2025	675-7020-473.42-52	233 E NICOLET ST	30.00	
REBATE TOILET		006692		00	03/24/2025	675-7020-473.42-52	241 E NICOLET ST	30.00	
REBATE TOILET		006693		00	03/24/2025	675-7020-473.42-52	251 E NICOLET ST	30.00	
REBATE TOILET		006694		00	03/24/2025	675-7020-473.42-52	253 E NICOLET ST	30.00	
							VENDOR TOTAL *	150.00	
							TOTAL EXPENDITURES ****	466,312.18	
							GRAND TOTAL **********		466,312.18

CHECK NO	VENDOR NO	VENDOR NAME	VOUCHER NO	P.O. NO	DATE	ACCOUNT	REMITTANCE AMOUNT (NET OF DISC/RETAIN)		CHECK TOTAL
195101	99001	#1 NAILS	UT		04/18/2025	001-0000-218.22-22	412.62		
							412.62	*	412.62
195102	7098	ALL STAR ELITE SPORTS	PI5021	033100	04/18/2025	001-4000-461.25-02	91.27		
							91.27	*	91.27
195103	7979	ALLGOOD DRIVING SCHOOL, I	006730		04/18/2025	001-4000-461.23-15	163.80		
							163.80	*	163.80
195104	7468	AMAZON BUSINESS	PI4916	032947	04/18/2025	100-4900-431.36-00	117.57		
			PI4920	033045	04/18/2025	001-1910-412.36-00	14.00		
			PI4999	033215	04/18/2025	001-2200-421.36-00	39.20-		
			PI5000	033215	04/18/2025	001-2200-421.36-00	39.20		
			PI5011	032945	04/18/2025	001-1000-411.89-46	273.86		
			PI5031	033108	04/18/2025	001-4050-461.36-00	126.93		
			PI5032	033121	04/18/2025	001-4000-461.36-09	143.36		
			PI5033	033121	04/18/2025	001-4000-461.36-09	262.91-		
			PI5065	032929	04/18/2025	702-3800-480.38-52	10.24		
			PI5066	033121	04/18/2025	001-4000-461.36-09	394.65		
			PI5068	033044	04/18/2025	670-7000-473.36-00	21.48		
			PI5069	033046	04/18/2025	001-3000-442.36-00	59.32		
							898.50	*	898.50
195105	8584	AMERICAN FIDELITY ASSURAN	006824		04/18/2025	001-0000-204.80-09	5,044.00		
			006825		04/18/2025	001-0000-204.80-02	5,394.16		
			006826		04/18/2025	001-0000-204.80-11	9,424.50		
			006827		04/18/2025	001-0000-204.80-16	2,443.50		
			006828		04/18/2025	001-0000-204.80-12	2,435.72		
			006829		04/18/2025	001-0000-204.30-00	7,908.18		
			006861		04/18/2025	001-0000-204.80-09	5,144.20		
			006862		04/18/2025	001-0000-204.80-02	5,533.92		
			006863		04/18/2025	001-0000-204.80-11	9,349.74		
			006864		04/18/2025	001-0000-204.80-16	2,536.86		
			006865		04/18/2025	001-0000-204.80-12	2,483.60		
			006866		04/18/2025	001-0000-204.30-00	8,097.84		
							65,796.22	*	65,796.22
195106	4265	AMERICAN FORENSIC NURSES	PI5052	033079	04/18/2025	001-2200-421.33-31	1,174.17		
			PI5053	033079	04/18/2025	001-2200-421.33-31	440.40		
			PI5054	033079	04/18/2025	001-2200-421.33-31	308.27		
							1,922.84	*	1,922.84
195107	7048	ANIXTER, INC	PI4960		04/18/2025	670-0000-131.00-00	730.01		
			PI4961		04/18/2025	670-0000-131.00-00	1,045.18		
			PI4962		04/18/2025	670-0000-131.00-00	80.68		
			PI4963		04/18/2025	670-0000-131.00-00	2,215.34		
			PI4964		04/18/2025	670-0000-131.00-00	167.01		
			PI5064		04/18/2025	670-0000-131.00-00	184.25		
							4,422.47	*	4,422.47
195108	8331	ARCE, PAUL	006731		04/18/2025	001-4000-461.23-15	140.00		

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195108	8331	ARCE, PAUL					140.00	*	140.00
195109	8902	ARMAS, JOSE	006887		04/18/2025	001-2200-421.23-06	98.00		
							98.00	*	98.00
195110	8902	ARMAS, JOSE	006880		04/18/2025	001-0000-116.21-01	3,049.00		
							3,049.00	*	3,049.00
195111	7937	ATWORK PERSONNEL SERVICES	PI4942	033263	04/18/2025	761-3100-480.33-11	1,107.60		
			PI5067	033263	04/18/2025	761-3100-480.33-11	1,065.96		
							2,173.56	*	2,173.56
195112	5872	AVILA, VINCENT	006746		04/18/2025	001-2200-421.23-06	439.25		
							439.25	*	439.25
195113	6774	BABCOCK LABORATORIES, INC	PI4986	032373	04/18/2025	660-6300-471.23-32	6,026.97		
			PI5017	032373	04/18/2025	660-6300-471.23-32	2,008.99		
			PI5047	032373	04/18/2025	660-6300-471.23-32	39.34		
			PI5048	032373	04/18/2025	660-6300-471.23-32	39.34		
			PI5049	032373	04/18/2025	660-6300-471.23-32	86.94		
			PI5050	032373	04/18/2025	660-6300-471.23-32	261.91		
			PI5051	032373	04/18/2025	660-6300-471.23-32	238.10		
			PI5060	032373	04/18/2025	660-6300-471.23-32	86.94		
							8,788.53	*	8,788.53
195114	7990	BANNING POLICE OFFICERS A	006817		04/18/2025	001-0000-204.50-00	2,960.30		
							2,960.30	*	2,960.30
195115	5297	BANNING VETERINARY HOSPIT	006793		04/18/2025	001-2300-424.33-90	120.50		
			006794		04/18/2025	001-2300-424.33-90	191.00		
							311.50	*	311.50
195116	6710	BARR DOOR, INC	PI5056	033246	04/18/2025	704-3200-412.30-02	1,698.49		
							1,698.49	*	1,698.49
195117	8892	BARRINGTON, CINDY	006882		04/18/2025	001-1000-411.23-05	163.75		
							163.75	*	163.75
195118	8944	BC TACTICAL SOLUTIONS LLC	PI5073	033424	04/18/2025	001-2200-421.36-01	7,822.65		
							7,822.65	*	7,822.65
195119	6091	BEAUMONT DO IT BEST HOME	PI4914	032952	04/18/2025	704-3200-412.30-02	205.55		
			PI4915	032952	04/18/2025	704-3200-412.30-02	55.99		
			PI4917	032952	04/18/2025	001-2310-424.30-02	133.55		
			PI4971	032952	04/18/2025	704-3200-412.30-02	47.91		
			PI4994	033114	04/18/2025	001-3600-461.30-01	27.98		
			PI4995	033114	04/18/2025	001-3600-461.30-01	19.92		
			PI4998	033144	04/18/2025	001-4000-461.30-02	25.80		
			PI5070	032952	04/18/2025	100-4900-431.30-13	70.00-		
			PI5071	033114	04/18/2025	001-3600-461.30-01	48.47		
			PI5072	033114	04/18/2025	001-3600-461.30-01	102.97		

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195119	6091	BEAUMONT DO IT BEST HOME	PI5079	032952	04/18/2025	001-2310-424.30-02	35.25		
							633.39	*	633.39
195120	7099	BENHAR, DIANA T	006732		04/18/2025	001-4000-461.23-15	182.00		
							182.00	*	182.00
195121	3991	BURKE, WILLIAMS & SORENSO	006721		04/18/2025	700-5300-480.33-04	517.50		
							517.50	*	517.50
195122	6702	BUSINESS TELECOMMUNICATIO	PI5063	032818	04/18/2025	703-3700-480.30-19	9,041.00		
							9,041.00	*	9,041.00
195123	1756	CALIFORNIA DEPT OF TAX AN	006869		04/18/2025	670-7010-473.27-08	9,274.00		
							9,274.00	*	9,274.00
195124	3780	CALIFORNIA LAW ENFORCE AS	006813		04/18/2025	001-0000-204.80-13	1,120.00		
							1,120.00	*	1,120.00
195125	6455	CALIFORNIA RURAL WATER AS	006797		04/18/2025	660-6300-471.23-03	1,662.00		
							1,662.00	*	1,662.00
195126	7078	CANON FINANCIAL SERVICES,	PI4980	032336	04/18/2025	001-4000-461.32-06	178.44		
			PI4981	032336	04/18/2025	660-6300-471.32-06	178.44		
			PI4982	032336	04/18/2025	670-7000-473.32-06	38.47		
			PI4983	032336	04/18/2025	670-7000-473.32-06	343.67		
			PI4984	032336	04/18/2025	705-4500-412.32-06	767.90		
			PI4985	032336	04/18/2025	761-3100-480.32-06	178.44		
							1,685.36	*	1,685.36
195127	99001	CASILLAS, TRINIDAD JOSE	UT		04/18/2025	001-0000-218.22-22	54.02		
							54.02	*	54.02
195128	8941	CASTORENA, CHRISTOPHER	006768		04/18/2025	001-4000-461.23-15	73.50		
							73.50	*	73.50
195129	4253	CDW GOVERNMENT, LLC	PI4919	033033	04/18/2025	001-2740-442.30-08	229.83		
			PI4996	033115	04/18/2025	001-4000-461.89-48	1,289.59		
							1,519.42	*	1,519.42
195130	7561	CELL BUSINESS EQUIP-LEASI	PI4974	032588	04/18/2025	670-7000-473.32-06	844.10		
							844.10	*	844.10
195131	99001	CHAVEZ, ELIZABETH	UT		04/18/2025	001-0000-218.22-22	144.85		
							144.85	*	144.85
195132	8578	CICCS	006766		04/18/2025	001-0000-204.62-00	90.03		
			006831		04/18/2025	001-0000-204.62-00	90.03		
			006844		04/18/2025	001-0000-204.80-08	1,211.86		
			006845		04/18/2025	001-0000-204.80-08	71.18		
							1,463.10	*	1,463.10

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195133	7061	CINTAS CORPORATION	PI4967	032901	04/18/2025	702-3800-480.25-02	87.40		
			PI4972	032953	04/18/2025	100-4900-431.25-02	79.77		
			PI4973	032953	04/18/2025	704-3200-412.25-02	11.03		
			PI4992	033083	04/18/2025	660-6300-471.25-02	263.25		
			PI4993	033083	04/18/2025	680-8000-454.25-02	46.13		
			PI5014	033256	04/18/2025	670-7000-473.25-02	340.32		
			PI5019	033083	04/18/2025	660-6300-471.25-02	246.61		
			PI5020	033083	04/18/2025	680-8000-454.25-02	46.13		
			PI5024	033161	04/18/2025	001-3600-461.25-02	52.32		
			PI5025	033161	04/18/2025	001-3600-461.25-02	52.32		
			PI5081	033161	04/18/2025	001-3600-461.25-02	52.32		
			PI5088	033161	04/18/2025	001-3600-461.25-02	52.32		
							1,329.92	*	1,329.92
195134	99001	CLEVELAND, ANGELA M & CHR	UT		04/18/2025	001-0000-218.22-22	287.42		
							287.42	*	287.42
195135	8153	CONCENTRA MEDICAL CENTERS	006722		04/18/2025	001-1300-412.33-32	96.00		
			006723		04/18/2025	001-1300-412.33-32	73.00		
			006742		04/18/2025	001-1300-412.33-32	497.00		
							666.00	*	666.00
195136	7772	CORE & MAIN, LP	PI5035		04/18/2025	660-0000-131.00-00	75.80		
			PI5074		04/18/2025	660-0000-131.00-00	906.06		
			PI5089	033326	04/18/2025	660-6300-471.45-16	673.50		
							1,655.36	*	1,655.36
195137	8946	COSPY, CATHERINE	006868		04/18/2025	675-7020-473.42-35	2,000.00		
							2,000.00	*	2,000.00
195138	7774	CUSTOM TROPHIES & UNEEK A	PI4918	033020	04/18/2025	001-2800-441.36-00	14.54		
			PI5029	033104	04/18/2025	001-4000-461.36-09	1,169.08		
			PI5030	033104	04/18/2025	001-4000-461.36-09	42.02		
							1,225.64	*	1,225.64
195139	6189	CYBERTIME NETWORK COMMUNI	PI4907	032558	04/18/2025	703-3700-480.30-19	699.00		
			PI4977	032557	04/18/2025	660-6300-471.26-07	1,900.00		
							2,599.00	*	2,599.00
195140	8123	DELTA DENTAL INSURANCE CO	006842		04/18/2025	001-0000-204.32-00	973.64		
			006843		04/18/2025	001-0000-204.32-00	120.24		
							1,093.88	*	1,093.88
195141	8108	DELTA DENTAL OF CALIFORNI	006840		04/18/2025	001-0000-204.32-00	9,146.71		
			006841		04/18/2025	001-0000-204.32-00	2,033.04		
							11,179.75	*	11,179.75
195142	6517	DIAMOND ENVIRONMENTAL SER	PI5026	033164	04/18/2025	001-3600-461.32-05	195.01		
							195.01	*	195.01
195143	8597	DJ TONY	PI4979	033415	04/18/2025	001-5400-446.41-60	250.00		

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195143	8597	DJ TONY					250.00	*	250.00
195144	7512	DOBBINS, DEANN LOUISE	006733		04/18/2025	001-4000-461.23-15	145.60		
							145.60	*	145.60
195145	8734	DOUGLAS, RYAN	006888		04/18/2025	001-4000-461.23-15	105.00		
							105.00	*	105.00
195146	7839	E.R. BLOCK PLUMBING	PI5034	030133	04/18/2025	660-6300-471.33-11	750.00		
							750.00	*	750.00
195147	8599	EFS WEST INC	PI4945	032650	04/18/2025	610-5800-434.90-56	303,738.07		
			006876	032650	04/18/2025	610-5800-434.90-56	16,874.34		
							320,612.41	*	320,612.41
195148	7536	ENTERPRISE FM TRUST	006799		04/18/2025	702-3800-480.32-06	53.72		
			006800		04/18/2025	001-2200-421.32-06	558.53		
			006801		04/18/2025	001-2400-422.32-06	442.06		
			006802		04/18/2025	001-3000-442.32-06	134.87		
			006803		04/18/2025	670-7000-473.32-06	2,974.54		
			006804		04/18/2025	810-9700-490.90-59	275.79		
			006805		04/18/2025	001-2740-442.32-06	1,029.39		
			006806		04/18/2025	761-3110-480.32-06	441.64		
			006807		04/18/2025	100-4900-431.32-06	4,953.46		
			006808		04/18/2025	001-3600-461.32-06	2,075.38		
			006809		04/18/2025	660-6300-471.32-06	9,465.51		
			006810		04/18/2025	001-2300-424.32-06	927.47		
			006811		04/18/2025	001-2400-422.32-06	501.08		
							23,833.44	*	23,833.44
195149	8518	EXECUTIVE FACILTIES SERVI	PI4933	032334	04/18/2025	704-3200-412.33-18	2,076.72		
			PI4934	032334	04/18/2025	704-3200-412.33-18	15,760.20		
							17,836.92	*	17,836.92
195150	6794	FAST LUBE & TUNE	PI4931	033199	04/18/2025	702-3800-480.30-05	63.16		
			PI5013	033199	04/18/2025	702-3800-480.30-05	63.16		
							126.32	*	126.32
195151	7486	FLYNN, SHERI	006884		04/18/2025	001-1000-411.23-05	163.75		
							163.75	*	163.75
195152	7053	FRONTIER COMMUNICATIONS	006724		04/18/2025	001-2200-421.26-05	116.13		
							116.13	*	116.13
195153	7117	FUN EXPRESS	PI5022	033109	04/18/2025	001-5400-446.41-86	350.17		
							350.17	*	350.17
195154	5602	G & G ENVIRONMENTAL COMPL	PI4978	033380	04/18/2025	680-8000-454.23-40	2,696.00		
							2,696.00	*	2,696.00
195155	2589	GARDA CL WEST INC	PI4932	033241	04/18/2025	761-3100-480.23-43	1,271.32		

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195155	2589	GARDA CL WEST INC					1,271.32	*	1,271.32
195156	1375	GAS COMPANY, THE	006783		04/18/2025	600-5100-435.26-06	117.18		
			006795		04/18/2025	704-3200-412.26-06	135.77		
							252.95	*	252.95
195157	448	GRAINGER	PI4927	032942	04/18/2025	702-3800-480.38-52	124.39		
							124.39	*	124.39
195158	8185	GREAT WESTERN RECREATION	PI5027	033338	04/18/2025	001-3600-461.30-06	2,320.71		
			PI5028	033338	04/18/2025	001-3600-461.30-06	119.95		
							2,440.66	*	2,440.66
195159	8881	H&E EQUIPMENTS SERVICES I	PI4935	033366	04/18/2025	704-3200-412.30-02	734.57		
							734.57	*	734.57
195160	7557	HERNANDEZ, CARLA	006734		04/18/2025	001-4000-461.23-15	969.50		
			006735		04/18/2025	001-4000-461.23-15	140.00		
							1,109.50	*	1,109.50
195161	5365	HOME DEPOT #8987	PI4975	033131	04/18/2025	001-3600-461.30-01	249.76		
			PI5012	033098	04/18/2025	670-7000-473.45-16	331.27		
			PI5080	032957	04/18/2025	704-3200-412.30-02	64.62		
							645.65	*	645.65
195162	7697	HUERTA JR., GILBERT	006736		04/18/2025	001-4000-461.23-15	437.50		
			006889		04/18/2025	001-4000-461.23-15	196.00		
							633.50	*	633.50
195163	8736	HUERTA LOPEZ, TUNNIA A	006737		04/18/2025	001-4000-461.23-15	455.00		
							455.00	*	455.00
195164	4086	I.B.E.W. LOCAL 47 (PAC)	006816		04/18/2025	001-0000-204.80-01	48.00		
							48.00	*	48.00
195165	5217	IBEW LOCAL 47 RETIREE MED	PR0418		04/18/2025	001-0000-204.80-10	2,930.56		
							2,930.56	*	2,930.56
195166	6490	INFOSEND, INC	PI5092	032788	04/18/2025	761-3100-480.23-02	1,098.97		
			PI5093	032788	04/18/2025	761-3100-480.23-04	7,206.76		
			PI5094	032788	04/18/2025	761-3100-480.33-11	3,044.15		
			PI5095	032788	04/18/2025	761-3100-480.23-02	216.47		
			PI5096	032788	04/18/2025	761-3100-480.23-04	1,783.14		
			PI5097	032788	04/18/2025	761-3100-480.33-11	597.69		
							13,947.18	*	13,947.18
195167	7103	KOLLER, MARIE	006738		04/18/2025	001-4000-461.23-15	4.20		
							4.20	*	4.20
195168	8577	LINCOLN FINANCIAL GROUP	006770		04/18/2025	001-0000-204.14-00	4,331.84		
			006771		04/18/2025	001-0000-204.14-00	3,154.63		

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195168	8577	LINCOLN FINANCIAL GROUP	006772		04/18/2025	001-0000-204.30-00	2,228.54		
			006773		04/18/2025	001-0000-204.30-00	1,199.51		
			006774		04/18/2025	001-0000-204.30-00	587.70-		
			006775		04/18/2025	001-0000-204.14-00	1,104.42-		
			006776		04/18/2025	001-0000-204.14-00	797.60-		
			006777		04/18/2025	001-0000-204.30-00	29.60-		
							8,395.20	*	8,395.20
195169	8577	LINCOLN FINANCIAL GROUP	006833		04/18/2025	001-0000-204.14-00	4,591.51		
			006834		04/18/2025	001-0000-204.14-00	3,342.16		
			006835		04/18/2025	001-0000-204.30-00	2,381.96		
			006836		04/18/2025	001-0000-204.30-00	1,206.91		
			006837		04/18/2025	001-0000-204.30-00	31.20		
			006838		04/18/2025	001-0000-204.14-00	77.80		
			006839		04/18/2025	001-0000-204.14-00	59.49		
							11,691.03	*	11,691.03
195170	8577	LINCOLN FINANCIAL GROUP	006849		04/18/2025	001-0000-204.30-00	120.50		
							120.50	*	120.50
195171	8577	LINCOLN FINANCIAL GROUP	006851		04/18/2025	001-0000-204.30-00	120.50		
							120.50	*	120.50
195172	7550	LOZANO SMITH LLP	006725		04/18/2025	700-5300-480.33-04	79.00		
			006726		04/18/2025	700-5300-480.33-04	877.50		
			006727		04/18/2025	700-5300-480.33-04	585.00		
			006728		04/18/2025	700-5300-480.33-04	1,014.00		
			006729		04/18/2025	700-5300-480.33-04	130.00		
							2,685.50	*	2,685.50
195173	8055	MARIPOSA LANDSCAPES, INC	PI4987	032405	04/18/2025	660-6300-471.45-07	1,963.44		
			PI5002	030833	04/18/2025	001-3600-461.30-16	352.09		
			PI5084	030833	04/18/2025	001-3600-461.23-29	8,517.45		
			PI5085	030833	04/18/2025	001-4010-461.23-29	1,090.80		
			PI5086	030833	04/18/2025	001-4000-461.23-29	499.99		
			PI5087	030833	04/18/2025	001-4050-461.23-29	481.73		
							12,905.50	*	12,905.50
195174	8020	MIKE ROQUET CONSTRUCTION,	PI4954	033370	04/18/2025	660-6300-471.45-08	12,528.80		
			006874	033370	04/18/2025	660-6300-471.45-08	696.04		
							13,224.84	*	13,224.84
195175	8891	MILLER, LEROY	006885		04/18/2025	001-1000-411.23-05	163.75		
							163.75	*	163.75
195176	7548	MILSOFT UTILITY SOLUTIONS	PI5083	033231	04/18/2025	761-3100-480.30-17	2,164.73		
							2,164.73	*	2,164.73
195177	6402	MITSUBISHI ELECTRIC & ELE	PI4928	032960	04/18/2025	704-3200-412.30-02	366.36		
							366.36	*	366.36

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195178	7406	MORGAN, DEIDRA J	006739		04/18/2025	001-4000-461.23-15	283.50		
							283.50	*	283.50
195179	8806	MORGAN, MIKECOE	006779		04/18/2025	001-2200-421.23-06	21.00		
							21.00	*	21.00
195180	99001	MOTTE, FRANKLIN & EMMA	UT		04/18/2025	001-0000-218.22-22	92.84		
							92.84	*	92.84
195181	3909	MYERS & SONS HI-WAY SAFET	PI5003	032956	04/18/2025	100-4900-431.89-54	1,052.46		
							1,052.46	*	1,052.46
195182	8001	N2W ENGINEERING, INC	PI4966	032037	04/18/2025	680-8000-454.95-12	8,923.75		
							8,923.75	*	8,923.75
195183	4076	O'REILLY AUTO PARTS	PI4929	032976	04/18/2025	702-3800-480.38-52	91.37		
			PI4930	032976	04/18/2025	702-3800-480.38-52	367.34		
							458.71	*	458.71
195184	5076	ONESOURCE DISTRIBUTORS	PI5075		04/18/2025	670-0000-131.00-00	911.57		
							911.57	*	911.57
195185	8490	ONESOURCE SUPPLY SOLUTION	PI4965		04/18/2025	670-0000-131.00-00	49.82		
			PI5076		04/18/2025	670-0000-131.00-00	1,758.48		
							1,808.30	*	1,808.30
195186	4434	ORANGE COUNTY WINWATER WO	PI5006		04/18/2025	660-0000-131.00-00	1,608.28		
							1,608.28	*	1,608.28
195187	5191	PARS	PR0418		04/18/2025	001-0000-204.25-00	173.64		
							173.64	*	173.64
195188	7789	PARTS AUTHORITY	PI4921	032939	04/18/2025	702-3800-480.38-52	51.06		
			PI4922	032939	04/18/2025	702-3800-480.38-52	83.96		
			PI4923	032939	04/18/2025	702-3800-480.38-52	59.60		
			PI4924	032939	04/18/2025	702-3800-480.38-52	65.30-		
			PI4925	032939	04/18/2025	702-3800-480.38-52	41.98		
			PI4926	032939	04/18/2025	702-3800-480.38-52	501.49		
			PI4940	032939	04/18/2025	702-3800-480.38-52	60.51		
			PI4941	032939	04/18/2025	702-3800-480.38-52	104.46		
			PI4949	032939	04/18/2025	702-3800-480.38-52	103.61		
			PI5008	032939	04/18/2025	702-3800-480.38-52	6.79		
			PI5077	032939	04/18/2025	702-3800-480.38-52	54.95		
			PI5078	032939	04/18/2025	702-3800-480.38-52	240.14		
							1,243.25	*	1,243.25
195189	8212	POLLARDWATER	PI5007		04/18/2025	660-0000-131.00-00	135.30		
							135.30	*	135.30
195190	4411	PRE-PAID LEGAL SERVICES,	006847		04/18/2025	001-0000-204.80-07	381.66		
			006848		04/18/2025	001-0000-204.80-04	191.40-		

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195190	4411	PRE-PAID LEGAL SERVICES,					190.26	*	190.26
195191	8324	PRESCOTT, KEVIN	006784		04/18/2025	001-2200-421.25-05	50.00		
			006786		04/18/2025	001-2200-421.26-05	50.00		
			006788		04/18/2025	001-2200-421.25-05	56.35		
							156.35	*	156.35
195192	1295	PRESS-ENTERPRISE, THE	PI5001	033228	04/18/2025	001-3000-442.23-01	273.54		
							273.54	*	273.54
195193	8168	PULVER, JODEANE V	006740		04/18/2025	001-4000-461.23-15	210.00		
							210.00	*	210.00
195194	7271	QUINN COMPANY	PI4968	032944	04/18/2025	702-3800-480.38-52	111.37		
			PI4969	032944	04/18/2025	702-3800-480.38-52	32.31		
			PI4970	032944	04/18/2025	702-3800-480.38-52	37.30		
							180.98	*	180.98
195195	4759	RACEWAY FORD INC	PI5009	032940	04/18/2025	702-3800-480.38-52	445.48		
			PI5018	032940	04/18/2025	702-3800-480.38-52	86.74		
							532.22	*	532.22
195196	8763	RICHARD HEATH & ASSOCIATE	PI5090	033242	04/18/2025	675-7020-473.33-25	876.90		
							876.90	*	876.90
195197	8632	RICK ENGINEERING COMPANY	PI4944	032645	04/18/2025	660-6300-471.95-10	1,287.90		
							1,287.90	*	1,287.90
195198	1643	RIV. CO. FIRE DEPARTMENT	006782		04/18/2025	001-0000-219.00-00	864,663.86		
							864,663.86	*	864,663.86
195199	8758	ROADWAY ASSET SERVICES LL	PI4952	033069	04/18/2025	101-4900-431.93-16	40,856.16		
							40,856.16	*	40,856.16
195200	8794	RODRIGUEZ, MANUEL	006780		04/18/2025	001-2200-421.23-06	21.00		
							21.00	*	21.00
195201	99001	ROUND, LISA & WILLIAM	UT		04/18/2025	001-0000-218.22-22	57.62		
							57.62	*	57.62
195202	8893	ROYCE, RICHARD	006886		04/18/2025	001-1000-411.23-05	163.75		
							163.75	*	163.75
195203	8456	RWC GROUP	PI4950	032975	04/18/2025	702-3800-480.38-52	942.16		
			PI4951	032975	04/18/2025	702-3800-480.38-52	66.25		
							1,008.41	*	1,008.41
195204	5998	SAN BERNARDINO PUBLIC EMP	006815		04/18/2025	001-0000-204.51-00	2,618.64		
							2,618.64	*	2,618.64
195205	8235	SATELLITE PHONE STORE	PI4976	032428	04/18/2025	703-3700-480.30-19	307.95		

CHECK NO	VENDOR NO	VENDOR NAME	VOUCHER NO	P.O. NO	DATE	ACCOUNT	REMITTANCE AMOUNT (NET OF DISC/RETAIN)		CHECK TOTAL
195205	8235	SATELLITE PHONE STORE					307.95	*	307.95
195206	6993	SHRED-IT USA, LLC	PI4910	033351	04/18/2025	705-4500-412.33-11	169.07		
			PI4911	033351	04/18/2025	705-4500-412.33-11	168.26		
			PI4912	033351	04/18/2025	705-4500-412.33-11	168.26		
			PI4913	033351	04/18/2025	705-4500-412.33-11	246.89		
			PI4955	033351	04/18/2025	705-4500-412.33-11	169.88		
			PI4956	033351	04/18/2025	705-4500-412.33-11	169.07		
			PI4957	033351	04/18/2025	705-4500-412.33-11	252.39		
			PI4958	033351	04/18/2025	670-7000-473.33-11	156.48		
			PI5058	033351	04/18/2025	001-2200-421.23-07	163.06		
							1,663.36	*	1,663.36
195207	1561	SMART & FINAL	PI4997	033136	04/18/2025	001-4000-461.36-09	62.91		
							62.91	*	62.91
195208	6127	SMITH, BRANDON	006778		04/18/2025	001-2200-421.23-06	240.25		
							240.25	*	240.25
195209	7083	SOFTWARE ONE, INC	PI5062	032564	04/18/2025	703-3700-480.30-17	2,871.10		
			PI5091	032564	04/18/2025	703-3700-480.30-17	1,830.00		
							4,701.10	*	4,701.10
195210	99001	SPIRIT HALLOWEEN SUPERSTO	UT		04/18/2025	001-0000-218.22-22	326.58		
							326.58	*	326.58
195211	7084	STAPLES BUSINESS ADVANTAG	PI4959	033267	04/18/2025	670-7000-473.36-00	91.36		
			PI5055	033118	04/18/2025	001-2200-421.36-00	363.20		
			PI5057	033267	04/18/2025	670-7000-473.36-00	43.10		
							497.66	*	497.66
195212	8855	STONE, BRADLEY	006890		04/18/2025	001-4000-461.23-15	126.00		
							126.00	*	126.00
195213	7997	TEC EQUIPMENT, INC	PI5010	032941	04/18/2025	702-3800-480.38-52	1,951.97		
							1,951.97	*	1,951.97
195214	8576	TEXAS LIFE INSURANCE COMP	006830		04/18/2025	001-0000-204.30-00	5,820.07		
			006846		04/18/2025	001-0000-204.30-00	5,820.07		
							11,640.14	*	11,640.14
195215	6895	THOMPSON COBURN, LLP	PI4946	032837	04/18/2025	670-7010-473.33-02	59.50		
			PI4947	032837	04/18/2025	670-7010-473.33-02	54.21		
			PI4948	032837	04/18/2025	670-7010-473.33-02	2,451.61		
							2,565.32	*	2,565.32
195216	7976	TOP-LINE INDUSTRIAL SUPPL	PI4939	032923	04/18/2025	702-3800-480.30-06	116.60		
							116.60	*	116.60
195217	99001	TRI POINTE HOMES	UT		04/18/2025	001-0000-218.22-22	390.73		
							390.73	*	390.73

CHECK NO	VENDOR NO	VENDOR NAME	VOUCHER NO	P.O. NO	DATE	ACCOUNT	REMITTANCE AMOUNT (NET OF DISC/RETAIN)		CHECK TOTAL
195218	871	UNDERGROUND SERVICE ALERT	006747		04/18/2025	100-4900-431.30-13	30.47		
			006748		04/18/2025	660-6300-471.45-08	30.47		
			006749		04/18/2025	670-7000-473.45-05	30.46		
			006750		04/18/2025	100-4900-431.30-13	14.85		
			006751		04/18/2025	660-6300-471.45-08	14.86		
			006752		04/18/2025	670-7000-473.45-05	14.86		
							135.97	*	135.97
195219	8296	VCS ENVIRONMENTAL	PI4943		04/18/2025	001-2800-441.33-11	2,205.00		
							2,205.00	*	2,205.00
195220	7743	VESTIS SERVICES LLC	PI5082	033216	04/18/2025	761-3110-480.25-02	107.13		
							107.13	*	107.13
195221	8631	VIGILANT LLC	PI4908	032607	04/18/2025	703-3700-480.33-11	3,024.64		
			PI4909	032607	04/18/2025	703-3700-480.33-11	5,364.34		
							8,388.98	*	8,388.98
195222	7885	VIRTUAL PROJECT MANAGER,	PI4988	032629	04/18/2025	100-4900-431.30-17	200.00		
			PI4989	032629	04/18/2025	660-6300-471.30-17	400.00		
			PI4990	032629	04/18/2025	680-8000-454.30-17	300.00		
			PI4991	032629	04/18/2025	704-3200-412.30-17	100.00		
							1,000.00	*	1,000.00
195223	6143	VISION SECURITY SYSTEMS	PI5098	033378	04/18/2025	704-3200-412.90-15	17,391.00		
							17,391.00	*	17,391.00
195224	1890	VISTA PAINT	PI5023	033141	04/18/2025	001-3600-461.38-54	310.11		
							310.11	*	310.11
195225	8449	WALKER, LORRAINE	006878		04/18/2025	001-1300-412.23-05	243.80		
							243.80	*	243.80
195226	7576	WALLACE, COLLEEN	006883		04/18/2025	001-1000-411.23-05	190.50		
							190.50	*	190.50
195227	99001	WALTON, DESHA N	UT		04/18/2025	001-0000-218.22-22	76.12		
							76.12	*	76.12
195228	99001	WARREN, REBECCA L.	UT		04/18/2025	001-0000-218.22-22	88.16		
							88.16	*	88.16
195229	99001	WATSON, LANAAH	UT		04/18/2025	001-0000-218.22-22	151.04		
							151.04	*	151.04
195230	3999	WEST COAST ARBORISTS, INC	PI5059	033375	04/18/2025	001-3600-461.23-17	2,480.00		
							2,480.00	*	2,480.00
195231	6499	ZENNER PERFORMANCE METERS	PI5004		04/18/2025	660-0000-131.00-00	837.96		
			PI5005		04/18/2025	660-0000-131.00-00	837.96		
							1,675.92	*	1,675.92

CHECK NO	VENDOR NO	VENDOR NAME	VOUCHER NO	P.O. NO	DATE	ACCOUNT	REMITTANCE AMOUNT (NET OF DISC/RETAIN)	CHECK TOTAL
						BANK/CHECK TOTAL	1,584,064.59	1,584,064.59
						ALL BANKS/CHECKS TOTAL	1,584,064.59	1,584,064.59

VEND NO / INVOICE NO	SEQ#	VENDOR NAME / VOUCHER	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0099001	00	#1 NAILS							
000093429		UT		00	04/10/2025	001-0000-218.22-22	UB CR REFUND-FINALS	412.62	
							VENDOR TOTAL *	412.62	
0007098	00	ALL STAR ELITE SPORTS							
4919		PI5021	033100	00	04/24/2025	001-4000-461.25-02	EMBROIDERY	91.27	
							VENDOR TOTAL *	91.27	
0007979	00	ALLGOOD DRIVING SCHOOL, INC							
MARCH 2025		006730		00	03/31/2025	001-4000-461.23-15	DRIVING CLASS INSTRUCTION	163.80	
							VENDOR TOTAL *	163.80	
0007468	00	AMAZON BUSINESS							
1VJK-XNCT-Y13X		PI5011	032945	00	05/01/2025	001-1000-411.89-46	FOLDERS/CABINET	273.86	
1QN3-NVFG-JGN9		PI4920	033045	00	04/24/2025	001-1910-412.36-00	PLASTIC FOLDERS	14.00	
1VXK-94R4-99QM		PI4999	033215	00	04/23/2025	001-2200-421.36-00	RETURN-TYPE WRITER RIBBON	39.20-	
16KV-LTRT-17XQ		PI5000	033215	00	04/23/2025	001-2200-421.36-00	TYPE-WRITER RIBBON	39.20	
1GNP-YQF7-4W33		PI5069	033046	00	04/19/2025	001-3000-442.36-00	COFEE	59.32	
1T3T-QTPL-7VJ4		PI5032	033121	00	04/19/2025	001-4000-461.36-09	JERSEYS (12)	143.36	
199K-DKQH-LPGG		PI5033	033121	00	03/20/2025	001-4000-461.36-09	FOOTBALL BOX AND CHAINS	262.91-	
14KK-RLTV-36JQ		PI5066	033121	00	05/03/2025	001-4000-461.36-09	SPRAY PAINT	394.65	
14HY-9PND-1YYL		PI5031	033108	00	04/23/2025	001-4050-461.36-00	ACRYLIC WALL FRAME	126.93	
1XCQ-CP6J-PYQ9		PI4916	032947	00	04/30/2025	100-4900-431.36-00	GLOVES	117.57	
167Y-NVH3-7RWQ		PI5068	033044	00	04/10/2025	670-7000-473.36-00	DISH BRUSH	21.48	
1PLH-KXJM-79PH		PI5065	032929	00	05/09/2025	702-3800-480.38-52	CARBURETOR FUEL	10.24	
							VENDOR TOTAL *	898.50	
0008584	00	AMERICAN FIDELITY ASSURANCE							
FEBRUARY 2025		006824		00	02/01/2025	001-0000-204.80-09	ACCIDENT POLICY	5,044.00	
FEBRUARY 2025		006825		00	02/01/2025	001-0000-204.80-02	CANCER POLICY	5,394.16	
FEBRUARY 2025		006826		00	02/01/2025	001-0000-204.80-11	DISABILITY-SUP STD	9,424.50	
FEBRUARY 2025		006827		00	02/01/2025	001-0000-204.80-16	GRP HOSP INDEMITY	2,443.50	
FEBRUARY 2025		006828		00	02/01/2025	001-0000-204.80-12	CRITICAL ILLNESS	2,435.72	
FEBRUARY 2025		006829		00	02/01/2025	001-0000-204.30-00	WHOLE/TERM LIFE	7,908.18	
D829775		006861		00	03/01/2025	001-0000-204.80-09	ACCIDENT POLICY	5,144.20	
D829775		006862		00	03/01/2025	001-0000-204.80-02	CANCER POLICY	5,533.92	
D829775		006863		00	03/01/2025	001-0000-204.80-11	DISABILITY-SUPP STD	9,349.74	
D829775		006864		00	03/01/2025	001-0000-204.80-16	GRP HOSP INDEMNITY	2,536.86	
D829775		006865		00	03/01/2025	001-0000-204.80-12	CRITICAL ILLNESS	2,483.60	
D829775		006866		00	03/01/2025	001-0000-204.30-00	WHOLE/TERM LIFE	8,097.84	
							VENDOR TOTAL *	65,796.22	
0004265	00	AMERICAN FORENSIC NURSES							
79401		PI5052	033079	00	04/30/2025	001-2200-421.33-31	STAND BY FEE - MAY 2025	1,174.17	
79413		PI5053	033079	00	04/30/2025	001-2200-421.33-31	BLOOD DRAWN	440.40	
79415		PI5054	033079	00	04/30/2025	001-2200-421.33-31	CHP BLOOD DRAWN	308.27	
							VENDOR TOTAL *	1,922.84	
0007048	00	ANIXTER, INC							
6233318-02		PI4960		00	04/27/2025	670-0000-131.00-00	CONN/COMPRESSN 600A	730.01	

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0007048	00	ANIXTER, INC							
6300169-00		PI4961		00	04/27/2025	670-0000-131.00-00	CONN/DRAWN BARE COPPER	1,045.18	
6311228-00		PI4962		00	04/27/2025	670-0000-131.00-00	BLTD.198"-447 1U BOLT	80.68	
6311228-00		PI4963		00	04/27/2025	670-0000-131.00-00	BLTD.198"-447 1U BOLT	2,215.34	
6319812-01		PI4964		00	04/27/2025	670-0000-131.00-00	2'2HPIPE STRAP HDG	167.01	
6319812-00		PI5064		00	04/27/2025	670-0000-131.00-00	BOLT MACH 5/8"X10"	184.25	
							VENDOR TOTAL *	4,422.47	
0008331	00	ARCE, PAUL							
MARCH 2025		006731		00	03/31/2025	001-4000-461.23-15	GUITAR INSTRUCTION	140.00	
							VENDOR TOTAL *	140.00	
0008902	00	ARMAS, JOSE							
TRAVEL 4/21-24		006887		00	04/16/2025	001-2200-421.23-06	DRUG AND ALCOHOL RECOGNIT	98.00	
							VENDOR TOTAL *	98.00	
0008902	00	ARMAS, JOSE,CK GRP-A							
GUN LOAN FY25		006880		00	04/18/2025	001-0000-116.21-01	EMPLOYEE GUN LOAN	3,049.00	
							VENDOR TOTAL *	3,049.00	
0007937	00	ATWORK PERSONNEL SERVICES							
313976		PI4942	033263	00	05/04/2025	761-3100-480.33-11	BURGER PPE 03/30/2025	1,107.60	
315060		PI5067	033263	00	05/11/2025	761-3100-480.33-11	BURGER PPE 04/06/25	1,065.96	
							VENDOR TOTAL *	2,173.56	
0005872	00	AVILA, VINCENT							
MEALS 4/13-18		006746		00	04/13/2025	001-2200-421.23-06	EXEC DEV COURSE	439.25	
							VENDOR TOTAL *	439.25	
0006774	00	BABCOCK LABORATORIES, INC							
CC50413-0030		PI4986	032373	00	04/09/2025	660-6300-471.23-32	TDS ANALYSIS	6,026.97	
CC50419-0030		PI5017	032373	00	04/09/2025	660-6300-471.23-32	TDS ANALYSIS	2,008.99	
CC50658-0030		PI5047	032373	00	04/12/2025	660-6300-471.23-32	TDS ANALYSIS	39.34	
CC50946-0030		PI5048	032373	00	04/17/2025	660-6300-471.23-32	TDS ANALYSIS	39.34	
CC51232-0030		PI5049	032373	00	04/19/2025	660-6300-471.23-32	GENERAL ANALYSIS	86.94	
CC51306-0030		PI5050	032373	00	04/20/2025	660-6300-471.23-32	COLIFORMS	261.91	
CC51418-0030		PI5051	032373	00	04/23/2025	660-6300-471.23-32	COLIFORMS	238.10	
CC51400-0030		PI5060	032373	00	04/23/2025	660-6300-471.23-32	GENERAL ANALYSIS	86.94	
							VENDOR TOTAL *	8,788.53	
0007990	00	BANNING POLICE OFFICERS ASSOC.							
MARCH 2025		006817		00	03/31/2025	001-0000-204.50-00	POLICE OFFICER ASSOC DUES	2,960.30	
							VENDOR TOTAL *	2,960.30	
0005297	00	BANNING VETERINARY HOSPITAL							
844560		006793		00	03/27/2025	001-2300-424.33-90	EXAM #2503270059	120.50	
844562		006794		00	03/27/2025	001-2300-424.33-90	EXAM #2503250029	191.00	
							VENDOR TOTAL *	311.50	
0006710	00	BARR DOOR, INC							

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0006710	00	BARR DOOR, INC							
34522		PI5056	033246	00	04/26/2025	704-3200-412.30-02	LABOR	1,698.49	
							VENDOR TOTAL *	1,698.49	
0008892	00	BARRINGTON, CINDY							
TRAVEL 4/23-25		006882		00	00/00/0000	001-1000-411.23-05	CITY LEADERS SUMMIT	163.75	
							VENDOR TOTAL *	163.75	
0008944	00	BC TACTICAL SOLUTIONS LLC							
2400		PI5073	033424	00	05/02/2025	001-2200-421.36-01	EXPANDABLE STOCK	7,822.65	
							VENDOR TOTAL *	7,822.65	
0006091	00	BEAUMONT DO IT BEST HOME CENTER							
554840		PI4917	032952	00	04/30/2025	001-2310-424.30-02	TOOLS/SUPPLIES	133.55	
555027		PI5079	032952	00	05/04/2025	001-2310-424.30-02	TOOLS/SUPPLIES	35.25	
554114		PI4994	033114	00	04/11/2025	001-3600-461.30-01	CLEANING SUPPLIES	27.98	
554514		PI4995	033114	00	04/20/2025	001-3600-461.30-01	CLEANING SUPPLIES	19.92	
554888		PI5071	033114	00	05/01/2025	001-3600-461.30-01	PARKS CLEANING SUPPLIES	48.47	
554992		PI5072	033114	00	05/03/2025	001-3600-461.30-01	PARK CLEANING SUPPLIES	102.97	
554289		PI4998	033144	00	04/16/2025	001-4000-461.30-02	SUPPLIES	25.80	
555167		PI5070	032952	00	05/09/2025	100-4900-431.30-13	CR RETURN	70.00-	
554886		PI4914	032952	00	05/01/2025	704-3200-412.30-02	TOOLS/SUPPLIES	205.55	
554901		PI4915	032952	00	05/01/2025	704-3200-412.30-02	TOOLS/SUPPLIES	55.99	
554947		PI4971	032952	00	05/02/2025	704-3200-412.30-02	TOOLS/SUPPLIES	47.91	
							VENDOR TOTAL *	633.39	
0007099	00	BENHAR, DIANA T							
MARCH 2025		006732		00	03/31/2025	001-4000-461.23-15	ZUMBA INSTRUCTION	182.00	
							VENDOR TOTAL *	182.00	
0003991	00	BURKE, WILLIAMS & SORENSON LLP							
338844		006721		00	03/18/2025	700-5300-480.33-04	PROFESSIONAL SVC-FEB 2025	517.50	
							VENDOR TOTAL *	517.50	
0006702	00	BUSINESS TELECOMMUNICATION							
93217		PI5063	032818	00	05/02/2025	703-3700-480.30-19	SAAS MITEL PHONES	9,041.00	
							VENDOR TOTAL *	9,041.00	
0001756	00	CALIFORNIA DEPT OF TAX AND FEE ADMN							
JAN-MAR 2025		006869		00	03/31/2025	670-7010-473.27-08	QUARTERLY ENERGY TAXES	9,274.00	
							VENDOR TOTAL *	9,274.00	
0003780	00	CALIFORNIA LAW ENFORCE ASSN							
APRIL 2025		006813		00	04/01/2025	001-0000-204.80-13	POLICE LTD PREMIUMS	1,120.00	
							VENDOR TOTAL *	1,120.00	
0006455	00	CALIFORNIA RURAL WATER ASSOCIATION							
202503 GERDES		006797		00	04/01/2025	660-6300-471.23-03	ANNUAL CRWA MEMBERSHIP	1,662.00	
							VENDOR TOTAL *	1,662.00	
0007078	00	CANON FINANCIAL SERVICES, INC							

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0007078	00	CANON FINANCIAL SERVICES, INC							
39242843		PI4980	032336	00	04/11/2025	001-4000-461.32-06	COPIER MAINTENANCE	178.44	
39242843		PI4981	032336	00	04/11/2025	660-6300-471.32-06	COPIER MAINTENANCE	178.44	
39242843		PI4982	032336	00	04/11/2025	670-7000-473.32-06	COPIER MAINTENANCE	38.47	
39242843		PI4983	032336	00	04/11/2025	670-7000-473.32-06	COPIER MAINTENANCE	343.67	
39242843		PI4984	032336	00	04/11/2025	705-4500-412.32-06	COPIER MAINTENANCE	767.90	
39242843		PI4985	032336	00	04/11/2025	761-3100-480.32-06	COPIER MAINTENANCE	178.44	
							VENDOR TOTAL *	1,685.36	
0099001	00	CASILLAS, TRINIDAD JOSE							
000108919		UT		00	04/10/2025	001-0000-218.22-22	UB CR REFUND-FINALS	54.02	
							VENDOR TOTAL *	54.02	
0008941	00	CASTORENA, CHRISTOPHER							
MARCH 2025		006768		00	03/31/2025	001-4000-461.23-15	THRIVE TOGETHER INSTRUCT	73.50	
							VENDOR TOTAL *	73.50	
0004253	00	CDW GOVERNMENT, LLC							
AD3RE8F		PI4919	033033	00	04/19/2025	001-2740-442.30-08	DELL DOCK-BB9JCV3	229.83	
AD1YZ2T		PI4996	033115	00	04/05/2025	001-4000-461.89-48	DELL MONITOR	1,289.59	
							VENDOR TOTAL *	1,519.42	
0007561	00	CELL BUSINESS EQUIP-LEASING							
5033582633		PI4974	032588	00	04/07/2025	670-7000-473.32-06	5000 FOLDER INSERTED	844.10	
							VENDOR TOTAL *	844.10	
0099001	00	CHAVEZ, ELIZABETH							
000112095		UT		00	04/10/2025	001-0000-218.22-22	UB CR REFUND-FINALS	144.85	
							VENDOR TOTAL *	144.85	
0008578	00	CICCS							
2025-02		006766		00	01/01/2025	001-0000-204.62-00	PET INSURANCE	90.03	
2025-03		006831		00	02/01/2025	001-0000-204.62-00	PET INSURANCE	90.03	
FEB25 EYE		006844		00	03/01/2025	001-0000-204.80-08	EYEMED VISION	1,211.86	
FEB25 EYE		006845		00	03/01/2025	001-0000-204.80-08	EYEMED VISION-ADJ	71.18	
							VENDOR TOTAL *	1,463.10	
0007061	00	CINTAS CORPORATION							
4224003297		PI5024	033161	00	04/12/2025	001-3600-461.25-02	UNIFORMS-PARKS	52.32	
4224725869		PI5025	033161	00	04/19/2025	001-3600-461.25-02	UNIFORMS-PARK	52.32	
4226170381		PI5081	033161	00	05/03/2025	001-3600-461.25-02	PARK UNIFORMS	52.32	
4225489186		PI5088	033161	00	04/26/2025	001-3600-461.25-02	PARK UNIFORMS	52.32	
4226170225		PI4972	032953	00	05/03/2025	100-4900-431.25-02	UNIFORMS-STREETS	79.77	
4225489207		PI4992	033083	00	04/26/2025	660-6300-471.25-02	UNIFORMS-WATER	263.25	
4224003278		PI5019	033083	00	04/12/2025	660-6300-471.25-02	UNIFORMS-WATER	246.61	
4226170512		PI5014	033256	00	05/03/2025	670-7000-473.25-02	UNIFORMS-ELEC	340.32	
4225489207		PI4993	033083	00	04/26/2025	680-8000-454.25-02	UNIFORMS-WASTEWATER	46.13	
4224003278		PI5020	033083	00	04/12/2025	680-8000-454.25-02	UNIFORMS-WASTEWATER	46.13	
4226170233		PI4967	032901	00	05/03/2025	702-3800-480.25-02	UNIFORMS-FLEET	87.40	
4226170225		PI4973	032953	00	05/03/2025	704-3200-412.25-02	UNIFORMS-BUILD MAINT	11.03	

VEND NO / INVOICE NO	SEQ#	VENDOR NAME / VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0007061	00	CINTAS CORPORATION							
							VENDOR TOTAL *	1,329.92	
0099001	00	CLEVELAND, ANGELA M & CHRIS							
000085515		UT		00	04/10/2025	001-0000-218.22-22	UB CR REFUND-FINALS	287.42	
							VENDOR TOTAL *	287.42	
0008153	00	CONCENTRA MEDICAL CENTERS							
86303566		006722		00	03/26/2025	001-1300-412.33-32	PHYSICAL EXAM	96.00	
86162559		006723		00	03/05/2025	001-1300-412.33-32	VACINATION SVCS	73.00	
85822513		006742		00	01/30/2025	001-1300-412.33-32	PHYSICAL EXAM	497.00	
							VENDOR TOTAL *	666.00	
0007772	00	CORE & MAIN, LP							
INV0014693		PI5035		00	04/04/2025	660-0000-131.00-00	STAND DISCHARGE TUBING	75.80	
W607932		PI5074		00	04/17/2025	660-0000-131.00-00	SUPPLIES	906.06	
INV0015149		PI5089	033326	00	04/17/2025	660-6300-471.45-16	SUPPLIES	673.50	
							VENDOR TOTAL *	1,655.36	
0008946	00	COSPY, CATHERINE							
102761-50064		AC006868		00	04/10/2025	675-7020-473.42-35	RESIDENTIAL AC REBATE	2,000.00	
							VENDOR TOTAL *	2,000.00	
0007774	00	CUSTOM TROPHIES & UNEEK AWARDS							
006177		PI4918	033020	00	04/25/2025	001-2800-441.36-00	2X10 PLATE-NEWELL	14.54	
006051		PI5029	033104	00	03/06/2025	001-4000-461.36-09	SOCCER MEDALS	1,169.08	
006053		PI5030	033104	00	03/06/2025	001-4000-461.36-09	SOCCER MEDALS	42.02	
							VENDOR TOTAL *	1,225.64	
0006189	00	CYBERTIME NETWORK COMMUNICATIONS							
1521-25051		PI4977	032557	00	05/01/2025	660-6300-471.26-07	DATA CIRCUIT TO WATER	1,900.00	
1522-25052		PI4907	032558	00	05/01/2025	703-3700-480.30-19	INT CIRCUIT-CITY HALL	699.00	
							VENDOR TOTAL *	2,599.00	
0008123	00	DELTA DENTAL INSURANCE COMPANY							
BE006469725		006842		00	03/01/2025	001-0000-204.32-00	DENTAL-HMO	973.64	
BE006469725		006843		00	03/01/2025	001-0000-204.32-00	DENTAL-HMO-ADJ	120.24	
							VENDOR TOTAL *	1,093.88	
0008108	00	DELTA DENTAL OF CALIFORNIA							
BE006468691		006840		00	03/01/2025	001-0000-204.32-00	DENTAL-PPO	9,146.71	
BE006468691		006841		00	03/01/2025	001-0000-204.32-00	DENTAL-PPO-ADJ	2,033.04	
							VENDOR TOTAL *	11,179.75	
0006517	00	DIAMOND ENVIRONMENTAL SERVICES							
0006085781		PI5026	033164	00	04/13/2025	001-3600-461.32-05	EVENT REST/HANDWASH	195.01	
							VENDOR TOTAL *	195.01	
0008597	00	DJ TONY							
261		PI4979	033415	00	05/08/2025	001-5400-446.41-60	DJ SVCS-DISASTER EXPO	250.00	

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0008597	00	DJ TONY							
							VENDOR TOTAL *	250.00	
0007512	00	DOBBINS, DEANN LOUISE							
MARCH 2025		006733		00	03/31/2025	001-4000-461.23-15	SPECIAL NEEDS INSTRUCTION	145.60	
							VENDOR TOTAL *	145.60	
0008734	00	DOUGLAS, RYAN							
FOOTBALL 2025		006888		00	04/16/2025	001-4000-461.23-15	REFEREE FOR 5 GAMES	105.00	
							VENDOR TOTAL *	105.00	
0007839	00	E.R. BLOCK PLUMBING							
142838		PI5034	030133	00	03/23/2025	660-6300-471.33-11	BACKFLOW TESTING	750.00	
							VENDOR TOTAL *	750.00	
0008599	00	EFS WEST INC							
250027		PI4945	032650	00	04/16/2025	610-5800-434.90-56	CNG FUELING STATION	303,738.07	
250027C		006876	032650	00	04/16/2025	610-5800-434.90-56	CNG FUELING STATION	16,874.34	
							VENDOR TOTAL *	320,612.41	
0007536	00	ENTERPRISE FM TRUST							
FBN5311001		006800		00	04/03/2025	001-2200-421.32-06	PD #40	558.53	
FBN5311001		006810		00	04/03/2025	001-2300-424.32-06	ANIMAL CONTROL #80	927.47	
FBN5311001		006801		00	04/03/2025	001-2400-422.32-06	FIRE #110	442.06	
FBN5311001		006811		00	04/03/2025	001-2400-422.32-06	FIRE #431	501.08	
FBN5311001		006805		00	04/03/2025	001-2740-442.32-06	CODE ENF #437 438	1,029.39	
FBN5311001		006802		00	04/03/2025	001-3000-442.32-06	ENGINEERING #1201	134.87	
FBN5311001		006808		00	04/03/2025	001-3600-461.32-06	PARKS #701 702 703 704	2,075.38	
FBN5311001		006807		00	04/03/2025	100-4900-431.32-06	STREETS #600 620 624-628	4,953.46	
FBN5311001		006809		00	04/03/2025	660-6300-471.32-06	WATER 800-802 804 817 833	9,465.51	
FBN5311001		006803		00	04/03/2025	670-7000-473.32-06	ELEC #302 310 314 317 318	2,974.54	
FBN5311001		006799		00	04/03/2025	702-3800-480.32-06	FLEET #204	53.72	
FBN5311001		006806		00	04/03/2025	761-3110-480.32-06	METER #505	441.64	
FBN5311001		006804		00	04/03/2025	810-9700-490.90-59	OPV #205	275.79	
							VENDOR TOTAL *	23,833.44	
0008518	00	EXECUTIVE FACILTIES SERVICES INC							
33944		PI4933	032334	00	04/30/2025	704-3200-412.33-18	JANITORIAL SUPPLIES	2,076.72	
33945		PI4934	032334	00	04/30/2025	704-3200-412.33-18	MONTHLY SVCS	15,760.20	
							VENDOR TOTAL *	17,836.92	
0006794	00	FAST LUBE & TUNE							
124107		PI4931	033199	00	05/01/2025	702-3800-480.30-05	OIL CHANGE #34	63.16	
124192		PI5013	033199	00	05/03/2025	702-3800-480.30-05	OIL CHANGE #56	63.16	
							VENDOR TOTAL *	126.32	
0007486	00	FLYNN, SHERI							
TRAVEL 4/23-25		006884		00	04/16/2025	001-1000-411.23-05	CITY LEADERS SUMMIT	163.75	
							VENDOR TOTAL *	163.75	
0007053	00	FRONTIER COMMUNICATIONS							

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0007053	00	FRONTIER COMMUNICATIONS							
9518491595MAR25		006724		00	03/13/2025	001-2200-421.26-05	951-849-1595	116.13	
							VENDOR TOTAL *	116.13	
0007117	00	FUN EXPRESS							
73637593901		PI5022	033109	00	04/11/2025	001-5400-446.41-86	CRAFT SUPPLIES	350.17	
							VENDOR TOTAL *	350.17	
0005602	00	G & G ENVIRONMENTAL COMPLIANCE, INC							
BANNING-0325		PI4978	033380	00	05/01/2025	680-8000-454.23-40	INSP PERMIT 03/01-03/31	2,696.00	
							VENDOR TOTAL *	2,696.00	
0002589	00	GARDA CL WEST INC							
10811804		PI4932	033241	00	05/01/2025	761-3100-480.23-43	ARMORED SVCS	1,271.32	
							VENDOR TOTAL *	1,271.32	
0001375	00	GAS COMPANY, THE							
13392459007MR25		006783		00	03/26/2025	600-5100-435.26-06	408 S HATHAWAY AIRPORT	117.18	
03442480665MR25		006795		00	03/17/2025	704-3200-412.26-06	2401 W NICOLET	135.77	
							VENDOR TOTAL *	252.95	
0000448	00	GRAINGER							
9459047537		PI4927	032942	00	05/01/2025	702-3800-480.38-52	SUPPLIES	124.39	
							VENDOR TOTAL *	124.39	
0008185	00	GREAT WESTERN RECREATION LLC							
2501090		PI5027	033338	00	04/30/2025	001-3600-461.30-06	TOOLS/SUPPLIES	2,320.71	
2501093		PI5028	033338	00	04/30/2025	001-3600-461.30-06	MOLDED SWINGS/SUPPLIES	119.95	
							VENDOR TOTAL *	2,440.66	
0008881	00	H&E EQUIPMENTS SERVICES INC							
900268620		PI4935	033366	00	04/19/2025	704-3200-412.30-02	SCISSORLIFT RENTAL	734.57	
							VENDOR TOTAL *	734.57	
0007557	00	HERNANDEZ, CARLA							
MARCH 2025		006734		00	03/31/2025	001-4000-461.23-15	KARATE INSTRUCTION	969.50	
MARCH 2025		006735		00	03/31/2025	001-4000-461.23-15	KARATE-GRANNITE CHARTER	140.00	
							VENDOR TOTAL *	1,109.50	
0005365	00	HOME DEPOT #8987							
1902328		PI4975	033131	00	04/20/2025	001-3600-461.30-01	SUPPLIES	249.76	
8540637		PI5012	033098	00	05/03/2025	670-7000-473.45-16	WIRES	331.27	
4904907		PI5080	032957	00	05/07/2025	704-3200-412.30-02	F51 LAT 619	64.62	
							VENDOR TOTAL *	645.65	
0007697	00	HUERTA JR., GILBERT							
MARCH 2025		006736		00	03/31/2025	001-4000-461.23-15	KUNG-FU & TAICHI	437.50	
BUSD APRIL 2025		006889		00	04/16/2025	001-4000-461.23-15	BUSD CLASS FEES- FEB 2025	196.00	
							VENDOR TOTAL *	633.50	
0008736	00	HUERTA LOPEZ, TUNNIA A							

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0008736	00	HUERTA LOPEZ, TUNNIA A							
MARCH 2025		006737		00	03/31/2025	001-4000-461.23-15	DANZA FOLKLOR INSTRUCTION	455.00	
							VENDOR TOTAL *	455.00	
0004086	00	I.B.E.W. LOCAL 47 (PAC)							
MARCH 2025		006816		00	03/31/2025	001-0000-204.80-01	PAC DUES	48.00	
							VENDOR TOTAL *	48.00	
0005217	00	IBEW LOCAL 47 RETIREE MEDICAL TRUST							
20250418		PR0418		00	04/18/2025	001-0000-204.80-10	PAYROLL SUMMARY	2,930.56	
							VENDOR TOTAL *	2,930.56	
0006490	00	INFOSEND, INC							
284921		PI5092 032788		00	05/11/2025	761-3100-480.23-02	UB BILL SVC 04/11/25	1,098.97	
284921		PI5093 032788		00	05/11/2025	761-3100-480.23-04	UB BILL SVC 04/11/25	7,206.76	
284921		PI5094 032788		00	05/11/2025	761-3100-480.33-11	UB BILL SVC 04/11/25	3,044.15	
277685		PI5095 032788		00	01/26/2025	761-3100-480.23-02	UB BILL SVC 12/27/24	216.47	
277685		PI5096 032788		00	01/26/2025	761-3100-480.23-04	UB BILL SVC 12/27/24	1,783.14	
277685		PI5097 032788		00	01/26/2025	761-3100-480.33-11	UB BILL SVC 12/27/24	597.69	
							VENDOR TOTAL *	13,947.18	
0007103	00	KOLLER, MARIE							
MARCH 2025		006738		00	03/31/2025	001-4000-461.23-15	DRAMA INSTRUCTION	4.20	
							VENDOR TOTAL *	4.20	
0008577	00	LINCOLN FINANCIAL GROUP							
4820105481		006770		00	04/01/2025	001-0000-204.14-00	LINCOLN STD	4,331.84	
4820105481		006771		00	04/01/2025	001-0000-204.14-00	LINCOLN LTD	3,154.63	
4820105481		006772		00	04/01/2025	001-0000-204.30-00	LINCOLN GROUP LIFE	2,228.54	
4820105481		006773		00	04/01/2025	001-0000-204.30-00	LINCOLN VOL LIFE BUY-UP	1,199.51	
4820105481		006774		00	04/01/2025	001-0000-204.30-00	GROUP LIFE -ADJ (CURRENT)	587.70-	
4820105481		006775		00	04/01/2025	001-0000-204.14-00	LINCOLN STD-ADJ (CURRENT)	1,104.42-	
4820105481		006776		00	04/01/2025	001-0000-204.14-00	LINCOLN LTD-ADJ (CURRENT)	797.60-	
4820105481		006777		00	04/01/2025	001-0000-204.30-00	LIFE BUY UP-ADJ (CURRENT)	29.60-	
							VENDOR TOTAL *	8,395.20	
0008577	00	LINCOLN FINANCIAL GROUP,CK GRP-A							
4807878771		006833		00	03/01/2025	001-0000-204.14-00	LINCOLN STD	4,591.51	
4807878771		006834		00	03/01/2025	001-0000-204.14-00	LINCOLN LTD	3,342.16	
4807878771		006835		00	03/01/2025	001-0000-204.30-00	LINCOLN GROUP LIFE	2,381.96	
4807878771		006836		00	03/01/2025	001-0000-204.30-00	LINCOLN VOL LIFE BUY UP	1,206.91	
4807878771		006837		00	03/01/2025	001-0000-204.30-00	GROUP LIFE-ADJ	31.20	
4807878771		006838		00	03/01/2025	001-0000-204.14-00	LINCOLN STD-ADJ	77.80	
4807878771		006839		00	03/01/2025	001-0000-204.14-00	LINCOLN LTD-ADJ	59.49	
							VENDOR TOTAL *	11,691.03	
0008577	00	LINCOLN FINANCIAL GROUP,CK GRP-B							
4807879114		006849		00	03/01/2025	001-0000-204.30-00	LINCOLN LIFE BUY-UP	120.50	
							VENDOR TOTAL *	120.50	
0008577	00	LINCOLN FINANCIAL GROUP,CK GRP-C							

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0008577	00	LINCOLN FINANCIAL GROUP,CK GRP-C							
4820105799		006851		00	04/01/2025	001-0000-204.30-00	LINCOLN VOL LIFE BUY-UP	120.50	
							VENDOR TOTAL *	120.50	
0007550	00	LOZANO SMITH LLP							
2241403		006725		00	03/11/2025	700-5300-480.33-04	LEGAL SVC 000001	79.00	
2243069		006726		00	03/11/2025	700-5300-480.33-04	LEGAL SVC 000163	877.50	
2243068		006727		00	03/11/2025	700-5300-480.33-04	LEGAL SVC 000162	585.00	
2241404		006728		00	03/11/2025	700-5300-480.33-04	LEGAL SVC 000003	1,014.00	
2243049		006729		00	03/11/2025	700-5300-480.33-04	LEGAL SVC 000054	130.00	
							VENDOR TOTAL *	2,685.50	
0008055	00	MARIPOSA LANDSCAPES, INC							
112668		PI5002	030833	00	03/30/2025	001-3600-461.30-16	REPAIR/REPPLIER PARK	352.09	
112847		PI5084	030833	00	04/30/2025	001-3600-461.23-29	MONTHLY SVCS-03/2025	8,517.45	
112847		PI5086	030833	00	04/30/2025	001-4000-461.23-29	MONTHLY SVCS-03/2025	499.99	
112847		PI5085	030833	00	04/30/2025	001-4010-461.23-29	MONTHLY SVCS-03/2025	1,090.80	
112847		PI5087	030833	00	04/30/2025	001-4050-461.23-29	MONTHLY SVCS-03/2025	481.73	
112849		PI4987	032405	00	04/30/2025	660-6300-471.45-07	RESERVOIR	1,963.44	
							VENDOR TOTAL *	12,905.50	
0008020	00	MIKE ROQUET CONSTRUCTION, INC.							
25-0311		PI4954	033370	00	04/23/2025	660-6300-471.45-08	R&R WATER PATCHES	12,528.80	
25-0311C		006874	033370	00	04/16/2025	660-6300-471.45-08	R&R WATER PATCHES	696.04	
							VENDOR TOTAL *	13,224.84	
0008891	00	MILLER, LEROY							
TRAVEL 4/23-25		006885		00	04/16/2025	001-1000-411.23-05	CITY LEADERS SUMMIT	163.75	
							VENDOR TOTAL *	163.75	
0007548	00	MILSOFT UTILITY SOLUTIONS, INC							
20252903		PI5083	033231	00	05/01/2025	761-3100-480.30-17	MONTHLY TXT SVCS/ 03-2025	2,164.73	
							VENDOR TOTAL *	2,164.73	
0006402	00	MITSUBISHI ELECTRIC & ELECTRONICS							
522309		PI4928	032960	00	05/01/2025	704-3200-412.30-02	REGULAR SVC-PD	366.36	
							VENDOR TOTAL *	366.36	
0007406	00	MORGAN, DEIDRA J							
MARCH 2025		006739		00	03/31/2025	001-4000-461.23-15	TOT TIME INSTRUCTION	283.50	
							VENDOR TOTAL *	283.50	
0008806	00	MORGAN, MIKECOE							
MEALS 4/10		006779		00	04/10/2025	001-2200-421.23-06	CRISIS INTERVENTION	21.00	
							VENDOR TOTAL *	21.00	
0099001	00	MOTTE, FRANKLIN & EMMA							
000064987		UT		00	04/10/2025	001-0000-218.22-22	UB CR REFUND-FINALS	92.84	
							VENDOR TOTAL *	92.84	
0003909	00	MYERS & SONS HI-WAY SAFETY INC.							

VEND NO / INVOICE NO	SEQ#	VENDOR NAME / VOUCHER	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0003909	00	MYERS & SONS HI-WAY SAFETY INC.							
166437		PI5003	032956	00	02/09/2025	100-4900-431.89-54	TRAFFIC CONTROL SUPPLIES	1,052.46	
							VENDOR TOTAL *	1,052.46	
0008001	00	N2W ENGINEERING, INC							
0831		PI4966	032037	00	05/02/2025	680-8000-454.95-12	WWTP OWNER ADVISOR	8,923.75	
							VENDOR TOTAL *	8,923.75	
0004076	00	O'REILLY AUTO PARTS							
6117-245817		PI4929	032976	00	05/01/2025	702-3800-480.38-52	DISC PAD #320	91.37	
6117-245868		PI4930	032976	00	05/01/2025	702-3800-480.38-52	FUEL/WTR SEP #244	367.34	
							VENDOR TOTAL *	458.71	
0005076	00	ONESOURCE DISTRIBUTORS							
S007783880:002		PI5075		00	04/30/2025	670-0000-131.00-00	AMPOLY WIRE PULLING	911.57	
							VENDOR TOTAL *	911.57	
0008490	00	ONESOURCE SUPPLY SOLUTIONS							
S007828968.001		PI4965		00	04/23/2025	670-0000-131.00-00	GRIP ALUMOWELD DEAD END	49.82	
S007833516.003		PI5076		00	04/30/2025	670-0000-131.00-00	INSULATED CONN SYSTEM	1,758.48	
							VENDOR TOTAL *	1,808.30	
0004434	00	ORANGE COUNTY WINWATER WORKS							
171806-01		PI5006		00	04/19/2025	660-0000-131.00-00	REPAIR CLAMP	1,608.28	
							VENDOR TOTAL *	1,608.28	
0005191	00	PARS							
20250418		PR0418		00	04/18/2025	001-0000-204.25-00	PAYROLL SUMMARY	173.64	
							VENDOR TOTAL *	173.64	
0007789	00	PARTS AUTHORITY							
062-212374		PI4921	032939	00	05/01/2025	702-3800-480.38-52	TORQUE #30	51.06	
065-623583		PI4922	032939	00	05/01/2025	702-3800-480.38-52	RESTRICTION GAT #243	83.96	
070-119670		PI4923	032939	00	05/01/2025	702-3800-480.38-52	FILTER #246	59.60	
091-063099		PI4924	032939	00	05/01/2025	702-3800-480.38-52	RETURN-CARBON METALLIC	65.30-	
062-213482		PI4925	032939	00	05/02/2025	702-3800-480.38-52	RESTRICTION GAT #246	41.98	
062-217989		PI4926	032939	00	05/02/2025	702-3800-480.38-52	12 VOLT COMMERT #243	501.49	
091-351494		PI4940	032939	00	05/01/2025	702-3800-480.38-52	FILTER #30	60.51	
091-351497		PI4941	032939	00	05/01/2025	702-3800-480.38-52	FILTER #320	104.46	
093-596050		PI4949	032939	00	04/30/2025	702-3800-480.38-52	ARM ASSEM #30	103.61	
062-218851		PI5008	032939	00	05/02/2025	702-3800-480.38-52	OIL FILTER #52	6.79	
062-241993		PI5077	032939	00	05/09/2025	702-3800-480.38-52	SENSOR #303	54.95	
091-352041		PI5078	032939	00	05/09/2025	702-3800-480.38-52	12-VT AGM VALVE #36	240.14	
							VENDOR TOTAL *	1,243.25	
0008212	00	POLLARDWATER							
0283568		PI5007		00	04/17/2025	660-0000-131.00-00	CARBIDE CUTTER	135.30	
							VENDOR TOTAL *	135.30	
0004411	00	PRE-PAID LEGAL SERVICES, INC							

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0004411	00	PRE-PAID LEGAL SERVICES, INC							
MARCH 2025		006847		00	03/01/2025	001-0000-204.80-07	PREPAID LEGAL PREMIUMS	381.66	
MARCH 2025		006848		00	03/01/2025	001-0000-204.80-04	PREPAID LEGAL PRM-ADJ	191.40-	
							VENDOR TOTAL *	190.26	
0008324	00	PRESCOTT, KEVIN							
REIMB FUEL 3/27		006784		00	03/27/2025	001-2200-421.25-05	PACT FUEL REIMB-PRESCOTT	50.00	
REIMB FUEL 2/19		006786		00	02/19/2025	001-2200-421.26-05	PACT FUEL REIMB-PRESCOTT	50.00	
REIMB FUEL 1/16		006788		00	01/16/2025	001-2200-421.25-05	PACT FUEL REIMB-PRESCOTT	56.35	
							VENDOR TOTAL *	156.35	
0001295	00	PRESS-ENTERPRISE, THE							
0011725924		PI5001	033228	00	04/22/2025	001-3000-442.23-01	IFB 24-098	273.54	
							VENDOR TOTAL *	273.54	
0008168	00	PULVER, JODEANE V							
MARCH 2025		006740		00	03/31/2025	001-4000-461.23-15	YOGA INSTRUCTION	210.00	
							VENDOR TOTAL *	210.00	
0007271	00	QUINN COMPANY							
PCA00488218		PI4968	032944	00	05/01/2025	702-3800-480.38-52	PARTS #805	111.37	
PCA00488219		PI4969	032944	00	05/01/2025	702-3800-480.38-52	PARTS #805	32.31	
PCA00488220		PI4970	032944	00	05/01/2025	702-3800-480.38-52	PARTS #805	37.30	
							VENDOR TOTAL *	180.98	
0004759	00	RACEWAY FORD INC							
3762283		PI5009	032940	00	05/02/2025	702-3800-480.38-52	PARTS #52	445.48	
3762173		PI5018	032940	00	04/30/2025	702-3800-480.38-52	PARTS #10	86.74	
							VENDOR TOTAL *	532.22	
0008763	00	RICHARD HEATH & ASSOCIATES INC							
BAN-25-02		PI5090	033242	00	03/30/2025	675-7020-473.33-25	SOLAR ELEC. DIAGRAM RVW	876.90	
							VENDOR TOTAL *	876.90	
0008632	00	RICK ENGINEERING COMPANY							
19973 (14)		PI4944	032645	00	04/21/2025	660-6300-471.95-10	DESIGN-RAMSEY WTR MAIN	1,287.90	
							VENDOR TOTAL *	1,287.90	
0001643	00	RIV. CO. FIRE DEPARTMENT							
235567		006782		00	03/04/2025	001-0000-219.00-00	2QTR OCT-DEC 24/25	864,663.86	
							VENDOR TOTAL *	864,663.86	
0008758	00	ROADWAY ASSET SERVICES LLC							
RAS821338		PI4952	033069	00	04/27/2025	101-4900-431.93-16	INSPECTION SVCS	40,856.16	
							VENDOR TOTAL *	40,856.16	
0008794	00	RODRIGUEZ, MANUEL							
MEALS 4/10		006780		00	04/10/2025	001-2200-421.23-06	CRISIS INTERVENTION	21.00	
							VENDOR TOTAL *	21.00	
0099001	00	ROUND, LISA & WILLIAM							

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0099001	00	ROUND, LISA & WILLIAM							
000108011		UT		00	04/10/2025	001-0000-218.22-22	UB CR REFUND-FINALS	57.62	
							VENDOR TOTAL *	57.62	
0008893	00	ROYCE, RICHARD							
TRAVEL 4/23-25		006886		00	04/16/2025	001-1000-411.23-05	CITY LEADERS SUMMIT	163.75	
							VENDOR TOTAL *	163.75	
0008456	00	RWC GROUP							
XA301208898:01		PI4950	032975	00	04/30/2025	702-3800-480.38-52	REGULATOR #244	942.16	
XA301209055:01		PI4951	032975	00	04/30/2025	702-3800-480.38-52	PIGTAIL-BLOW #242	66.25	
							VENDOR TOTAL *	1,008.41	
0005998	00	SAN BERNARDINO PUBLIC EMPLOYEES							
MARCH 2025		006815		00	03/31/2025	001-0000-204.51-00	TEAMSTER DUES	2,618.64	
							VENDOR TOTAL *	2,618.64	
0008235	00	SATELLITE PHONE STORE							
9408-1425662		PI4976	032428	00	05/01/2025	703-3700-480.30-19	IRIDIUM MONTHLY EMERGENCY	307.95	
							VENDOR TOTAL *	307.95	
0006993	00	SHRED-IT USA, LLC							
8010177268		PI5058	033351	00	04/17/2025	001-2200-421.23-07	SHREDDING SRVCS	163.06	
8008971897		PI4958	033351	00	12/18/2024	670-7000-473.33-11	SHREDDING SVC-ELEC	156.48	
8010177565		PI4910	033351	00	04/17/2025	705-4500-412.33-11	SHREDDING SVC-CITY HALL	169.07	
8008661294		PI4911	033351	00	11/17/2024	705-4500-412.33-11	SHREDDING SVC-CITY HALL	168.26	
8008363575		PI4912	033351	00	10/18/2024	705-4500-412.33-11	SHREDDING SVC-CITY HALL	168.26	
8008068856		PI4913	033351	00	09/17/2024	705-4500-412.33-11	SHREDDING SVC-CITY HALL	246.89	
8009873564		PI4955	033351	00	03/20/2025	705-4500-412.33-11	SHREDDING SVC-CITY HALL	169.88	
8009262753		PI4956	033351	00	01/17/2025	705-4500-412.33-11	SHREDDING SVC-CITY HALL	169.07	
8008971895		PI4957	033351	00	12/18/2024	705-4500-412.33-11	SHREDDING SVC-CITY HALL	252.39	
							VENDOR TOTAL *	1,663.36	
0001561	00	SMART & FINAL							
299622		PI4997	033136	00	04/13/2025	001-4000-461.36-09	FRUITS	62.91	
							VENDOR TOTAL *	62.91	
0006127	00	SMITH, BRANDON							
MEALS 4/8-10		006778		00	04/08/2025	001-2200-421.23-06	PD IN CITY PROJ DEV	240.25	
							VENDOR TOTAL *	240.25	
0007083	00	SOFTWARE ONE, INC							
US-PSI-1559444		PI5062	032564	00	05/10/2025	703-3700-480.30-17	AZURE SIMPLE SOFTWARE	2,871.10	
US-PSI-1560470		PI5091	032564	00	05/15/2025	703-3700-480.30-17	BACKUP SIMPLE STANDARD	1,830.00	
							VENDOR TOTAL *	4,701.10	
0099001	00	SPIRIT HALLOWEEN SUPERSTORES L							
000109363		UT		00	04/10/2025	001-0000-218.22-22	UB CR REFUND-FINALS	326.58	
							VENDOR TOTAL *	326.58	
0007084	00	STAPLES BUSINESS ADVANTAGE							

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0007084	00	STAPLES BUSINESS ADVANTAGE							
6027118729		PI5055	033118	00	04/19/2025	001-2200-421.36-00	SUPPLIES	363.20	
6027050848		PI4959	033267	00	04/18/2025	670-7000-473.36-00	OFFICE SUPPLIES	91.36	
6027118728		PI5057	033267	00	04/19/2025	670-7000-473.36-00	OFFICE SUPPLIES	43.10	
							VENDOR TOTAL *	497.66	
0008855	00	STONE, BRADLEY							
FOOTBALL 2025		006890		00	04/16/2025	001-4000-461.23-15	REFEREE FOR 6 GAMES	126.00	
							VENDOR TOTAL *	126.00	
0007997	00	TEC EQUIPMENT, INC							
1845174F		PI5010	032941	00	05/03/2025	702-3800-480.38-52	PARTS #242	1,951.97	
							VENDOR TOTAL *	1,951.97	
0008576	00	TEXAS LIFE INSURANCE COMPANY							
FEBRUARY 2025		006830		00	02/01/2025	001-0000-204.30-00	TEXAS LIFE INSURANCE	5,820.07	
MARCH 2025		006846		00	03/01/2025	001-0000-204.30-00	TEXAS LIFE INSURANCE	5,820.07	
							VENDOR TOTAL *	11,640.14	
0006895	00	THOMPSON COBURN, LLP							
3727080		PI4946	032837	00	04/23/2025	670-7010-473.33-02	LEGAL SVCS 37424-97133	59.50	
3727123		PI4947	032837	00	04/23/2025	670-7010-473.33-02	LEGAL SVC 48126-68898	54.21	
3727143		PI4948	032837	00	04/23/2025	670-7010-473.33-02	LEGAL SVCS 46632-57431	2,451.61	
							VENDOR TOTAL *	2,565.32	
0007976	00	TOP-LINE INDUSTRIAL SUPPLY, LCC							
474295		PI4939	032923	00	05/02/2025	702-3800-480.30-06	HYDRAULIC HOSE #619	116.60	
							VENDOR TOTAL *	116.60	
0099001	00	TRI POINTE HOMES							
000109821		UT		00	04/10/2025	001-0000-218.22-22	UB CR REFUND-FINALS	390.73	
							VENDOR TOTAL *	390.73	
0000871	00	UNDERGROUND SERVICE ALERT							
320250059		006747		00	04/01/2025	100-4900-431.30-13	44 NEW TICKETS	30.47	
24-253056		006750		00	04/01/2025	100-4900-431.30-13	CA STATE FEE-REG COSTS	14.85	
320250059		006748		00	04/01/2025	660-6300-471.45-08	44 NEW TICKETS	30.47	
24-253056		006751		00	04/01/2025	660-6300-471.45-08	CA STATE FEE-REG COSTS	14.86	
320250059		006749		00	04/01/2025	670-7000-473.45-05	44 NEW TICKETS	30.46	
24-253056		006752		00	04/01/2025	670-7000-473.45-05	CA STATE FEE-REG COSTS	14.86	
							VENDOR TOTAL *	135.97	
0008296	00	VCS ENVIRONMENTAL							
25388		PI4943		00	04/05/2025	001-2800-441.33-11	SUNSET CROSS ROADS	2,205.00	
							VENDOR TOTAL *	2,205.00	
0007743	00	VESTIS SERVICES LLC							
5880893640		PI5082	033216	00	05/04/2025	761-3110-480.25-02	UNIFORMS	107.13	
							VENDOR TOTAL *	107.13	
0008631	00	VIGILANT LLC							

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0008631	00	VIGILANT LLC							
23898		PI4908	032607	00	05/01/2025	703-3700-480.33-11	MEDR: CONTRACTED AMOUNT	3,024.64	
23913		PI4909	032607	00	05/01/2025	703-3700-480.33-11	MNDR: CITY HALL & PD	5,364.34	
							VENDOR TOTAL *	8,388.98	
0007885	00	VIRTUAL PROJECT MANAGER, LLC							
12-4450		PI4988	032629	00	04/30/2025	100-4900-431.30-17	WEB BASED PROJ MGMT	200.00	
12-4450		PI4989	032629	00	04/30/2025	660-6300-471.30-17	WEB BASED PROJ MGMT	400.00	
12-4450		PI4990	032629	00	04/30/2025	680-8000-454.30-17	WEB BASED PROJ MGMT	300.00	
12-4450		PI4991	032629	00	04/30/2025	704-3200-412.30-17	WEB BASED PROJ MGMT	100.00	
							VENDOR TOTAL *	1,000.00	
0006143	00	VISION SECURITY SYSTEMS							
21570		PI5098	033378	00	05/16/2025	704-3200-412.90-15	CITY HALL WS CUBICLES	17,391.00	
							VENDOR TOTAL *	17,391.00	
0001890	00	VISTA PAINT							
2025-860820-00		PI5023	033141	00	04/24/2025	001-3600-461.38-54	SEMIGLOSS PAINT	310.11	
							VENDOR TOTAL *	310.11	
0008449	00	WALKER, LORRAINE							
TRAVEL 2/23-23		006878		00	04/16/2025	001-1300-412.23-05	PARMA ANNUAL RISK MNGT CO	243.80	
							VENDOR TOTAL *	243.80	
0007576	00	WALLACE, COLLEEN							
TRAVEL 4/22-25		006883		00	04/16/2025	001-1000-411.23-05	CITY LEADERS SUMMIT	190.50	
							VENDOR TOTAL *	190.50	
0099001	00	WALTON, DESHA N							
000063693		UT		00	04/10/2025	001-0000-218.22-22	UB CR REFUND-FINALS	76.12	
							VENDOR TOTAL *	76.12	
0099001	00	WARREN, REBECCA L.							
000111903		UT		00	04/10/2025	001-0000-218.22-22	UB CR REFUND-FINALS	88.16	
							VENDOR TOTAL *	88.16	
0099001	00	WATSON, LANAAH							
000100257		UT		00	04/06/2025	001-0000-218.22-22	UB CR REFUND-FINALS	151.04	
							VENDOR TOTAL *	151.04	
0003999	00	WEST COAST ARBORISTS, INC							
224502		PI5059	033375	00	03/02/2025	001-3600-461.23-17	EMERGENCY TREE REMOVAL	2,480.00	
							VENDOR TOTAL *	2,480.00	
0006499	00	ZENNER PERFORMANCE METERS, INC							
0093667-IN		PI5004		00	10/18/2024	660-0000-131.00-00	WIRES/METER	837.96	
0094496-IN		PI5005		00	10/07/2024	660-0000-131.00-00	WIRES/METER	837.96	
							VENDOR TOTAL *	1,675.92	
							TOTAL EXPENDITURES ****	1,584,064.59	

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0006499	00								
							GRAND TOTAL **********		1,584,064.59

CHECK NO	VENDOR NO	VENDOR NAME	VOUCHER NO	P.O. NO	DATE	ACCOUNT	REMITTANCE AMOUNT (NET OF DISC/RETAIN)		CHECK TOTAL
195232	7098	ALL STAR ELITE SPORTS	PI5124	033099	04/24/2025	001-4000-461.36-09	412.38		
			PI5125	033099	04/24/2025	001-4000-461.36-09	25.85		
			PI5136	033099	04/24/2025	001-4000-461.36-09	1,449.60		
							1,887.83	*	1,887.83
195233	7468	AMAZON BUSINESS	PI5037	032929	04/24/2025	702-3800-480.38-52	79.08		
			PI5038	032929	04/24/2025	702-3800-480.38-52	272.06		
			PI5106	033108	04/24/2025	001-4050-461.36-65	27.12		
			PI5107	033121	04/24/2025	001-4010-461.36-09	118.42		
			PI5108	033121	04/24/2025	001-3600-461.36-00	43.00		
			PI5109	033121	04/24/2025	001-3600-461.36-00	180.08		
			PI5152	033044	04/24/2025	670-7000-473.36-00	43.08		
			PI5176	033043	04/24/2025	675-7020-473.41-46	122.79		
			PI5177	033121	04/24/2025	001-4000-461.36-09	71.90		
			PI5190	032929	04/24/2025	702-3800-480.38-52	25.59		
			PI5202	033044	04/24/2025	670-7000-473.36-00	77.36		
							1,060.48	*	1,060.48
195234	8808	AMERICAN LEGAL PUBLISHING	PI5216	033237	04/24/2025	705-4500-412.33-11	13,850.00		
							13,850.00	*	13,850.00
195235	8910	ANTONIO, FREDRICK	006953		04/24/2025	001-2200-421.23-06	98.00		
							98.00	*	98.00
195236	7937	ATWORK PERSONNEL SERVICES	PI5143	033263	04/24/2025	761-3100-480.33-11	166.56		
			PI5154	033272	04/24/2025	810-9700-490.90-59	860.48		
			PI5155	033272	04/24/2025	810-9700-490.90-59	1,290.72		
			PI5156	033272	04/24/2025	810-9700-490.90-59	1,955.63		
			PI5157	033146	04/24/2025	001-2200-421.23-27	178.20		
			PI5158	033146	04/24/2025	001-2200-421.23-27	320.77		
			PI5168	033146	04/24/2025	001-2200-421.23-27	285.13		
							5,057.49	*	5,057.49
195237	6774	BABCOCK LABORATORIES, INC	PI5173	032373	04/24/2025	660-6300-471.23-32	261.91		
			PI5174	032373	04/24/2025	660-6300-471.23-32	166.67		
			PI5175	032373	04/24/2025	660-6300-471.23-32	39.34		
							467.92	*	467.92
195238	6091	BEAUMONT DO IT BEST HOME	PI5044	032952	04/24/2025	704-3200-412.36-00	15.70		
			PI5045	032952	04/24/2025	704-3200-412.36-00	28.62		
			PI5104	032952	04/24/2025	704-3200-412.36-00	66.23		
			PI5105	032952	04/24/2025	001-2310-424.30-02	73.66		
			PI5134	032952	04/24/2025	704-3200-412.30-02	131.14		
			PI5196	032952	04/24/2025	704-3200-412.30-02	79.37		
			PI5197	032952	04/24/2025	704-3200-412.30-02	17.86		
			PI5205	033114	04/24/2025	001-3600-461.30-01	57.69		
			PI5206	033114	04/24/2025	001-3600-461.30-01	53.30		
			PI5207	033114	04/24/2025	001-3600-461.30-01	65.46		
							589.03	*	589.03
195239	951	BEAUMONT SAFE & LOCK	PI5046	033156	04/24/2025	704-3200-412.30-02	768.56		

CHECK NO	VENDOR NO	VENDOR NAME	VOUCHER NO	P.O. NO	DATE	ACCOUNT	REMITTANCE AMOUNT (NET OF DISC/RETAIN)		CHECK TOTAL
195239	951	BEAUMONT SAFE & LOCK	PI5138	033156	04/24/2025	704-3200-412.30-02	161.57		
							930.13	*	930.13
195240	6678	BROADCAST MUSIC, INC	006942		04/24/2025	001-4000-461.41-04	446.00		
							446.00	*	446.00
195241	7651	BUDD-FALEN LAW OFFICES, L	PI5172	029829	04/24/2025	660-6300-471.90-78	25,946.28		
							25,946.28	*	25,946.28
195242	6874	CASC ENGINEERING AND CONS	PI5219	033372	04/24/2025	105-6100-455.33-11	3,265.00		
			PI5226	032893	04/24/2025	001-2800-441.33-42	31,391.72		
							34,656.72	*	34,656.72
195243	7561	CELL BUSINESS EQUIP-LEASI	PI5130	032588	04/24/2025	670-7000-473.32-06	844.10		
							844.10	*	844.10
195244	7033	CELL BUSINESS EQUIPMENT (	PI5144	032335	04/24/2025	001-4000-461.30-06	76.66		
			PI5145	032335	04/24/2025	660-6300-471.30-06	26.18		
			PI5146	032335	04/24/2025	670-7000-473.30-06	43.49		
			PI5147	032335	04/24/2025	705-4500-412.30-06	308.74		
			PI5148	032335	04/24/2025	761-3100-480.30-06	40.31		
			PI5149	032335	04/24/2025	705-4500-412.30-06	30.31		
			PI5150	032335	04/24/2025	761-3100-480.30-06	30.32		
							556.01	*	556.01
195245	5307	CENTER ELECTRIC SERVICES,	PI5215	033082	04/24/2025	660-6300-471.45-06	1,045.51		
							1,045.51	*	1,045.51
195246	8150	CHARTER COMMUNICATIONS	006943		04/24/2025	001-2400-422.26-09	38.95		
							38.95	*	38.95
195247	7061	CINTAS CORPORATION	PI5139	033161	04/24/2025	001-3600-461.25-02	52.32		
			PI5161	032901	04/24/2025	702-3800-480.25-02	87.40		
			PI5162	032937	04/24/2025	610-5800-434.25-02	123.27		
			PI5163	032937	04/24/2025	610-5850-434.25-02	7.84		
			PI5165	033083	04/24/2025	660-6300-471.25-02	249.79		
			PI5166	033083	04/24/2025	680-8000-454.25-02	46.13		
			PI5169	033256	04/24/2025	670-7000-473.25-02	336.70		
			PI5198	032953	04/24/2025	100-4900-431.25-02	79.77		
			PI5199	032953	04/24/2025	704-3200-412.25-02	11.03		
			PI5212	033256	04/24/2025	670-7000-473.25-02	338.51		
			PI5225	033162	04/24/2025	001-4000-461.36-03	124.71		
			PI5203	033083	04/24/2025	660-6300-471.25-02	249.79		
			PI5204	033083	04/24/2025	680-8000-454.25-02	46.13		
							1,753.39	*	1,753.39
195248	8274	CITY OF BANNING (BNG)	006944		04/24/2025	001-3000-442.32-02	197.57		
							197.57	*	197.57
195249	8000	CORNERSTONE DEVELOPMENT C	PI5112	032541	04/24/2025	673-7000-473.96-54	3,003.75		
			PI5113	032541	04/24/2025	673-7000-473.96-54	1,252.50		

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195249	8000	CORNERSTONE DEVELOPMENT C					4,256.25	*	4,256.25
195250	1901	COUNTY OF RIVERSIDE DOEH	006956		04/24/2025	680-8000-454.41-04	1,810.00		
							1,810.00	*	1,810.00
195251	8742	CURRY, ANITA	006969		04/24/2025	001-1900-412.25-09	330.00		
							330.00	*	330.00
195252	7696	D&M JOB INC.	PI5131	032914	04/24/2025	610-5800-434.36-00	626.78		
							626.78	*	626.78
195253	1081	FERRELLGAS LP	PI5217	033261	04/24/2025	660-6300-471.36-08	914.12		
							914.12	*	914.12
195254	8823	FINLEY ENGINEERING CO INC	PI5122	033287	04/24/2025	673-7000-473.33-11	8,665.00		
							8,665.00	*	8,665.00
195255	7486	FLYNN, SHERI	006958		04/24/2025	001-1000-411.23-05	51.00		
							51.00	*	51.00
195256	7117	FUN EXPRESS	PI5114	033109	04/24/2025	001-5400-446.41-86	291.08		
							291.08	*	291.08
195257	2589	GARDA CL WEST INC	PI5118	033241	04/24/2025	761-3100-480.23-43	40.40		
							40.40	*	40.40
195258	1375	GAS COMPANY, THE	006916		04/24/2025	001-2400-422.26-06	703.45		
							703.45	*	703.45
195259	8890	GO-PHER THE KILL INC	PI5119	033374	04/24/2025	001-3600-461.23-24	790.00		
							790.00	*	790.00
195260	448	GRAINGER	PI5178	033444	04/24/2025	670-7000-473.45-16	1,171.25		
							1,171.25	*	1,171.25
195261	6308	H&L CHARTER CO, INC	PI5180	032817	04/24/2025	001-4000-461.42-31	2,295.00		
							2,295.00	*	2,295.00
195262	6977	HAZEN AND SAWYER	PI5183	029243	04/24/2025	661-6300-471.90-78	2,103.70		
			PI5184	029243	04/24/2025	661-6300-471.95-08	4,906.31		
							7,010.01	*	7,010.01
195263	5365	HOME DEPOT #8987	PI5115	033134	04/24/2025	001-4000-461.36-00	192.87		
			PI5159		04/24/2025	660-0000-131.00-00	26.94-		
			PI5200	032957	04/24/2025	704-3200-412.30-02	351.32		
			PI5201	033027	04/24/2025	680-8000-454.45-16	79.70		
							596.95	*	596.95
195264	6490	INFOSEND, INC	PI5187	032788	04/24/2025	761-3100-480.23-02	2,741.71		
			PI5188	032788	04/24/2025	761-3100-480.23-04	99.31		
			PI5189	032788	04/24/2025	761-3100-480.33-11	21.48		

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195264	6490	INFOSEND, INC					2,862.50	*	2,862.50
195265	7850	KEN GRODY FORD REDLANDS	PI5140	033188	04/24/2025	702-3800-480.38-52	89.95		
							89.95	*	89.95
195266	8275	KENNEDY, JANA	006967		04/24/2025	001-2200-421.25-09	1,695.00		
							1,695.00	*	1,695.00
195267	7709	KV'S FLOORING	PI5213	033439	04/24/2025	001-4000-461.30-02	5,549.42		
							5,549.42	*	5,549.42
195268	7046	LEXIPOL LLC	PI5100	032097	04/24/2025	001-2200-421.30-17	7,999.20		
							7,999.20	*	7,999.20
195269	6926	MASCORRO, LILIANA	006954		04/24/2025	761-3100-480.23-05	196.00		
							196.00	*	196.00
195270	1757	MC CALL'S METER SALES	PI5227	033195	04/24/2025	660-6300-471.45-06	880.00		
							880.00	*	880.00
195271	6890	MCCLUNE, DEVIN	006965		04/24/2025	670-7000-473.25-10	250.00		
							250.00	*	250.00
195272	5076	ONESOURCE DISTRIBUTORS	PI5036		04/24/2025	670-0000-131.00-00	549.53		
			PI5099		04/24/2025	670-0000-131.00-00	201,921.44		
							202,470.97	*	202,470.97
195273	7435	ONLINE INFORMATION SERVIC	PI5110	033181	04/24/2025	761-3100-480.23-51	441.73		
							441.73	*	441.73
195274	4434	ORANGE COUNTY WINWATER WO	PI5182		04/24/2025	660-0000-131.00-00	3,291.06		
							3,291.06	*	3,291.06
195275	6764	P&P UNIFORMS	PI5135	033035	04/24/2025	001-2210-421.36-04	239.14		
							239.14	*	239.14
195276	7787	PACKHAM & TOOMEY, INC	PI5137	033101	04/24/2025	600-5100-435.30-06	125.00		
			PI5170	033266	04/24/2025	702-3800-480.30-06	135.00		
			PI5171	033266	04/24/2025	702-3800-480.30-06	176.70		
							436.70	*	436.70
195277	2487	PARKHOUSE TIRE, INC.	PI5039	032932	04/24/2025	702-3800-480.38-52	738.40		
			PI5040	032932	04/24/2025	702-3800-480.38-52	870.35		
			PI5101	032932	04/24/2025	702-3800-480.38-52	198.15		
			PI5132	032932	04/24/2025	702-3800-480.38-52	135.76		
			PI5191	032932	04/24/2025	702-3800-480.38-52	328.39		
			PI5192	032932	04/24/2025	702-3800-480.38-52	688.67		
							2,959.72	*	2,959.72
195278	7789	PARTS AUTHORITY	PI5041	032939	04/24/2025	702-3800-480.38-52	116.37-		
			PI5042	032939	04/24/2025	702-3800-480.38-52	23.54		

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195278	7789	PARTS AUTHORITY	PI5043	032939	04/24/2025	702-3800-480.38-52	147.68		
			PI5102	032939	04/24/2025	702-3800-480.38-52	103.64		
			PI5123	032939	04/24/2025	702-3800-480.38-52	147.68		
			PI5193	032939	04/24/2025	702-3800-480.38-52	25.54		
			PI5194	032939	04/24/2025	702-3800-480.38-52	36.85		
			PI5195	032939	04/24/2025	702-3800-480.38-52	26.19		
							394.75	*	394.75
195279	8226	POULTER, HANNAH	006971		04/24/2025	001-2200-421.25-09	459.00		
							459.00	*	459.00
195280	7193	PRO-MOTORS COLLISION REPA	PI5142	033255	04/24/2025	702-3800-480.30-05	4,404.54		
							4,404.54	*	4,404.54
195281	5242	PUBLIC AGENCY RETIREMENT	006963		04/24/2025	001-1900-412.33-11	300.00		
							300.00	*	300.00
195282	4759	RACEWAY FORD INC	PI5133	032940	04/24/2025	702-3800-480.38-52	106.34		
							106.34	*	106.34
195283	8632	RICK ENGINEERING COMPANY	PI5218	032645	04/24/2025	660-6300-471.95-10	6,667.50		
							6,667.50	*	6,667.50
195284	2526	RIV. CO. HEALTH SVCS AGEN	006957		04/24/2025	001-4010-461.41-04	446.00		
							446.00	*	446.00
195285	1317	RIVERSIDE, COUNTY OF	006975		04/24/2025	001-2200-321.18-06	99.00		
			006976		04/24/2025	001-2200-321.18-06	49.00		
			006977		04/24/2025	001-2200-321.18-06	12.50		
							160.50	*	160.50
195286	8893	ROYCE, RICHARD	006959		04/24/2025	001-1000-411.23-05	51.00		
							51.00	*	51.00
195287	8456	RWC GROUP	PI5164	032975	04/24/2025	702-3800-480.38-52	144.55		
							144.55	*	144.55
195288	7095	SITEONE LANDSCAPE SUPPLY	PI5141	033227	04/24/2025	100-4900-431.36-57	2,003.03		
							2,003.03	*	2,003.03
195289	1561	SMART & FINAL	PI5208	033136	04/24/2025	001-4000-461.36-09	5.99		
			PI5209	033136	04/24/2025	001-5400-446.41-60	124.88		
			PI5210	033136	04/24/2025	001-5400-446.41-60	92.18		
			PI5211	033138	04/24/2025	001-4050-461.36-65	77.95		
							301.00	*	301.00
195290	1371	SOUTHERN CALIFORNIA EDISO	006919		04/24/2025	670-7000-473.26-04	94.02		
							94.02	*	94.02
195291	1376	SOUTHERN CALIFORNIA GAS C	006973		04/24/2025	702-3800-480.36-61	9,485.66		
							9,485.66	*	9,485.66

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195292	7084	STAPLES BUSINESS ADVANTAG	PI5116	033137	04/24/2025	001-4000-461.36-00	82.73		
			PI5117	033137	04/24/2025	001-4000-461.36-00	106.25		
			PI5153	033137	04/24/2025	001-4050-461.36-00	40.18		
			PI5228	033267	04/24/2025	670-7000-473.36-00	234.85		
							464.01	*	464.01
195293	3952	STATEWIDE TOWING & RECOVE	PI5214	032992	04/24/2025	702-3800-480.30-05	1,848.00		
							1,848.00	*	1,848.00
195294	7997	TEC EQUIPMENT, INC	PI5103	032941	04/24/2025	702-3800-480.38-52	24.99		
							24.99	*	24.99
195295	2403	TURBO DATA SYSTEMS INC	PI5151	032753	04/24/2025	001-2200-421.23-45	151.44		
							151.44	*	151.44
195296	7933	VACA, YVETTE	006961		04/24/2025	001-2200-421.23-06	98.00		
							98.00	*	98.00
195297	5501	VELA, ARTURO	006951		04/24/2025	001-3000-442.23-06	827.92		
							827.92	*	827.92
195298	7007	VEOLIA WATER CONTRACT OPE	PI5129	031245	04/24/2025	680-8000-454.23-38	76,371.36		
							76,371.36	*	76,371.36
195299	7743	VESTIS SERVICES LLC	PI5111	033216	04/24/2025	761-3110-480.25-02	107.13		
			PI5121	033216	04/24/2025	761-3110-480.25-02	107.13		
							214.26	*	214.26
195300	6143	VISION SECURITY SYSTEMS	PI5160	032697	04/24/2025	704-3200-412.23-19	2,355.00		
							2,355.00	*	2,355.00
195301	7576	WALLACE, COLLEEN	006960		04/24/2025	001-1000-411.23-05	51.00		
							51.00	*	51.00
195302	7381	WEST COAST SAND & GRAVEL,	PI5127	033297	04/24/2025	660-6300-471.45-17	1,172.67		
							1,172.67	*	1,172.67
195303	8096	YUNEX, LLC	PI5185	032407	04/24/2025	100-4900-431.30-09	1,140.50		
			PI5186	032407	04/24/2025	100-4900-431.30-09	648.00		
							1,788.50	*	1,788.50
						BANK/CHECK TOTAL	458,723.13		458,723.13
						ALL BANKS/CHECKS TOTAL	458,723.13		458,723.13

VEND NO / INVOICE NO	SEQ#	VENDOR NAME / VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0007098	00	ALL STAR ELITE SPORTS							
4951		PI5124	033099	00	05/09/2025	001-4000-461.36-09	COTTON TEES	412.38	
4969		PI5125	033099	00	05/09/2025	001-4000-461.36-09	COTTON TEES	25.85	
4946		PI5136	033099	00	05/09/2025	001-4000-461.36-09	COTTON TEES	1,449.60	
							VENDOR TOTAL *	1,887.83	
0007468	00	AMAZON BUSINESS							
1FMF-XHKD-39L4		PI5108	033121	00	05/09/2025	001-3600-461.36-00	FIRST AID KIT	43.00	
14DM-N4KT-9W9V		PI5109	033121	00	05/11/2025	001-3600-461.36-00	SHOP TOWEL	180.08	
1CQ1-44QN-6CRX		PI5177	033121	00	04/23/2025	001-4000-461.36-09	RUBBER FOOTBALL	71.90	
1GJ6-TKPN-L4XG		PI5107	033121	00	05/08/2025	001-4010-461.36-09	CPR MASKS COMBO KIT	118.42	
1H44-33JK-9VYM		PI5106	033108	00	05/09/2025	001-4050-461.36-65	KEYBORAD AND MOUSE	27.12	
17KP-TFJ7-67MJ		PI5152	033044	00	04/16/2025	670-7000-473.36-00	DESK CHAIR	43.08	
19FL-VGWW-93YH		PI5202	033044	00	05/17/2025	670-7000-473.36-00	FILE FOLDERS	77.36	
1FTK-HRDC-6QL3		PI5176	033043	00	04/10/2025	675-7020-473.41-46	TABLETOP	122.79	
173R-K4W7-6JRP		PI5037	032929	00	05/04/2025	702-3800-480.38-52	TIRE REAMER/LEAD WIRE	79.08	
14RF-NRGRT-46L3		PI5038	032929	00	05/07/2025	702-3800-480.38-52	DIAPHRAGM/PIPE TRAINER	272.06	
1KC9-CN31-NYDR		PI5190	032929	00	05/16/2025	702-3800-480.38-52	OIL CAP KIT #351	25.59	
							VENDOR TOTAL *	1,060.48	
0008808	00	AMERICAN LEGAL PUBLISHING LLC							
41622		PI5216	033237	00	04/30/2025	705-4500-412.33-11	MUNICIPAL CODE UPDATE	13,850.00	
							VENDOR TOTAL *	13,850.00	
0008910	00	ANTONIO, FREDRICK							
MEALS 4/21-24		006953		00	04/24/2025	001-2200-421.23-06	D.A.R.T. TRAINING	98.00	
							VENDOR TOTAL *	98.00	
0007937	00	ATWORK PERSONNEL SERVICES							
309261		PI5157	033146	00	03/23/2025	001-2200-421.23-27	M BOND PPE 02/16/2025	178.20	
305219		PI5158	033146	00	02/16/2025	001-2200-421.23-27	M BOND PPE 01/12/2025	320.77	
315059		PI5168	033146	00	05/11/2025	001-2200-421.23-27	M BOND PPE 04/06/2025	285.13	
315915		PI5143	033263	00	05/18/2025	761-3100-480.33-11	BURGER 04/13/25	166.56	
310938		PI5154	033272	00	04/06/2025	810-9700-490.90-59	REBELO 03/02/25	860.48	
311765		PI5155	033272	00	04/13/2025	810-9700-490.90-59	REBELO/PRIEST 03/09/25	1,290.72	
312495		PI5156	033272	00	04/20/2025	810-9700-490.90-59	REBELO/PRIEST 03/16/25	1,955.63	
							VENDOR TOTAL *	5,057.49	
0006774	00	BABCOCK LABORATORIES, INC							
CC50736-0030		PI5173	032373	00	04/13/2025	660-6300-471.23-32	COLIFORMS	261.91	
CC51656-0030		PI5174	032373	00	04/26/2025	660-6300-471.23-32	COLIFORMS	166.67	
CC51892-0030		PI5175	032373	00	04/30/2025	660-6300-471.23-32	ANALYSIS (TDS)	39.34	
							VENDOR TOTAL *	467.92	
0006091	00	BEAUMONT DO IT BEST HOME CENTER							
555333		PI5105	032952	00	05/14/2025	001-2310-424.30-02	WALLPLATE/THRESHOLD	73.66	
555128		PI5205	033114	00	05/08/2025	001-3600-461.30-01	PARK CLEANING SUPPPLIES	57.69	
555177		PI5206	033114	00	05/09/2025	001-3600-461.30-01	PARKS CLEANING SUPPLIES	53.30	
555258		PI5207	033114	00	05/11/2025	001-3600-461.30-01	PARKS CLEANING SUPPLIES	65.46	
554986		PI5044	032952	00	05/03/2025	704-3200-412.36-00	TOOLS/SUPPLIES	15.70	

VEND NO / INVOICE NO	SEQ#	VENDOR NAME / VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0006091	00	BEAUMONT DO IT BEST HOME CENTER							
555026		PI5045	032952	00	05/04/2025	704-3200-412.36-00	TOOLS/SUPPLIES	28.62	
555271		PI5104	032952	00	05/11/2025	704-3200-412.36-00	TOOLS/SUPPLIES	66.23	
555157		PI5134	032952	00	05/09/2025	704-3200-412.30-02	TOOLS / SUPPLY	131.14	
555367		PI5196	032952	00	05/15/2025	704-3200-412.30-02	PLAYHOUSE BOWL	79.37	
555430		PI5197	032952	00	05/16/2025	704-3200-412.30-02	GRND SWITCH	17.86	
							VENDOR TOTAL *	589.03	
0000951	00	BEAUMONT SAFE & LOCK							
77630		PI5046	033156	00	05/03/2025	704-3200-412.30-02	COMMAND ACC/REPLACE FAULT	768.56	
77500		PI5138	033156	00	05/09/2025	704-3200-412.30-02	SAFE & LOCK SRVCS	161.57	
							VENDOR TOTAL *	930.13	
0006678	00	BROADCAST MUSIC, INC							
LI-2025/FEB		006942		00	04/01/2025	001-4000-461.41-04	MUSIC LICENSE FEE	446.00	
							VENDOR TOTAL *	446.00	
0007651	00	BUDD-FALEN LAW OFFICES, LLC.							
34979		PI5172	029829	00	04/18/2025	660-6300-471.90-78	LEGAL SERVICES	25,946.28	
							VENDOR TOTAL *	25,946.28	
0006874	00	CASC ENGINEERING AND CONSULTING INC							
0053018		PI5226	032893	00	03/30/2025	001-2800-441.33-42	LAND USE CIRCUL. ELEMENTS	31,391.72	
0053099		PI5219	033372	00	03/30/2025	105-6100-455.33-11	IEC SRVCS JAN 14-JAN 31	3,265.00	
							VENDOR TOTAL *	34,656.72	
0007561	00	CELL BUSINESS EQUIP-LEASING							
5033948415		PI5130	032588	00	05/07/2025	670-7000-473.32-06	5000 FOLDER INSERTER	844.10	
							VENDOR TOTAL *	844.10	
0007033	00	CELL BUSINESS EQUIPMENT (CBE)							
IN2824530		PI5144	032335	00	04/20/2025	001-4000-461.30-06	COPIER MAINTENANCE	76.66	
IN2824530		PI5145	032335	00	04/20/2025	660-6300-471.30-06	COPIER MAINTENANCE	26.18	
IN2824530		PI5146	032335	00	04/20/2025	670-7000-473.30-06	COPIER MAINTENANCE	43.49	
IN2824530		PI5147	032335	00	04/20/2025	705-4500-412.30-06	COPIER MAINTENANCE	308.74	
IN2824530		PI5149	032335	00	04/20/2025	705-4500-412.30-06	COPIER MAINTENANCE	30.31	
IN2824530		PI5148	032335	00	04/20/2025	761-3100-480.30-06	COPIER MAINTENANCE	40.31	
IN2824530		PI5150	032335	00	04/20/2025	761-3100-480.30-06	COPIER MAINTENANCE	30.32	
							VENDOR TOTAL *	556.01	
0005307	00	CENTER ELECTRIC SERVICES, INC							
11239		PI5215	033082	00	04/30/2025	660-6300-471.45-06	TROUBLESHOOT & REPAIR	1,045.51	
							VENDOR TOTAL *	1,045.51	
0008150	00	CHARTER COMMUNICATIONS							
189284001040125006943				00	04/01/2025	001-2400-422.26-09	172 N MURRAY ST	38.95	
							VENDOR TOTAL *	38.95	
0007061	00	CINTAS CORPORATION							
4226936453		PI5139	033161	00	05/10/2025	001-3600-461.25-02	PARK UNIFORMS	52.32	

VEND NO / INVOICE NO	SEQ#	VENDOR NAME / VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0007061	00	CINTAS CORPORATION							
4225489234		PI5225	033162	00	04/26/2025	001-4000-461.36-03	CLEANING CHEMICALS	124.71	
4227689173		PI5198	032953	00	05/17/2025	100-4900-431.25-02	UNIFORMS- ST/BLDG MAINT.	79.77	
4226936416		PI5162	032937	00	05/10/2025	610-5800-434.25-02	UNIFORMS-TRANSIT/DAR	123.27	
4226936416		PI5163	032937	00	05/10/2025	610-5850-434.25-02	UNIFORMS-TRANSIT/DAR	7.84	
4226170357		PI5165	033083	00	05/03/2025	660-6300-471.25-02	UNIFORMS- W/WW	249.79	
4226936506		PI5203	033083	00	05/10/2025	660-6300-471.25-02	UNIFORMS - W/WW	249.79	
4226936438		PI5169	033256	00	05/10/2025	670-7000-473.25-02	UNIFORMS - ELEC	336.70	
4227689345		PI5212	033256	00	05/17/2025	670-7000-473.25-02	UNIFORMS-ELEC	338.51	
4226170357		PI5166	033083	00	05/03/2025	680-8000-454.25-02	UNIFORMS- W/WW	46.13	
4226936506		PI5204	033083	00	05/10/2025	680-8000-454.25-02	UNIFORMS - W/WW	46.13	
422696310		PI5161	032901	00	05/10/2025	702-3800-480.25-02	UNIFORMS-FLEET	87.40	
4227689173		PI5199	032953	00	05/17/2025	704-3200-412.25-02	UNIFORMS- ST/BLDG MAINT.	11.03	
							VENDOR TOTAL *	1,753.39	
0008274	00	CITY OF BANNING (BNG)							
FC D-2 APR25		006944		00	04/01/2025	001-3000-442.32-02	HANGAR RENT FC D-2	197.57	
							VENDOR TOTAL *	197.57	
0008000	00	CORNERSTONE DEVELOPMENT CO.							
3829		PI5112	032541	00	04/30/2025	673-7000-473.96-54	LINCOLN ST RECOND	3,003.75	
3830		PI5113	032541	00	04/30/2025	673-7000-473.96-54	MIAS CANYON RECON	1,252.50	
							VENDOR TOTAL *	4,256.25	
0001901	00	COUNTY OF RIVERSIDE DOEH							
IN1037533		006956		00	04/24/2025	680-8000-454.41-04	WASTEWATER TREATMENT PRMT	1,810.00	
							VENDOR TOTAL *	1,810.00	
0008742	00	CURRY, ANITA							
TUITION FY25		006969		00	02/20/2025	001-1900-412.25-09	TUITION REIMBURSEMENT	330.00	
							VENDOR TOTAL *	330.00	
0007696	00	D&M JOB INC.							
16764		PI5131	032914	00	05/09/2025	610-5800-434.36-00	FAREBOX BOOKS	626.78	
							VENDOR TOTAL *	626.78	
0001081	00	FERRELLGAS LP							
1129932934		PI5217	033261	00	04/04/2025	660-6300-471.36-08	PROPANE	914.12	
							VENDOR TOTAL *	914.12	
0008823	00	FINLEY ENGINEERING CO INC							
0202837-00001-5		PI5122	033287	00	03/30/2025	673-7000-473.33-11	ELEC SYS. MSTR PLAN	8,665.00	
							VENDOR TOTAL *	8,665.00	
0007486	00	FLYNN, SHERI							
TRAVEL 5/1-5/2		006958		00	04/24/2025	001-1000-411.23-05	SCAG REGIONAL CONF GEN	51.00	
							VENDOR TOTAL *	51.00	
0007117	00	FUN EXPRESS							
73661727201		PI5114	033109	00	04/30/2025	001-5400-446.41-86	CRAFT SUPPLIES	291.08	

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0007117	00	FUN EXPRESS							
							VENDOR TOTAL *	291.08	
0002589	00	GARDA CL WEST INC							
20633370		PI5118	033241	00	04/30/2025	761-3100-480.23-43	ARMORED SVCS EXCESS TIME	40.40	
							VENDOR TOTAL *	40.40	
0001375	00	GAS COMPANY, THE							
05602682006		MR25006916		00	03/20/2025	001-2400-422.26-06	172 N MURRAY ST	703.45	
							VENDOR TOTAL *	703.45	
0008890	00	GO-PHER THE KILL INC							
114003		PI5119	033374	00	04/30/2025	001-3600-461.23-24	PEST CONTROL	790.00	
							VENDOR TOTAL *	790.00	
0000448	00	GRAINGER							
9456929984		PI5178	033444	00	04/30/2025	670-7000-473.45-16	ANCHOR STEEL	1,171.25	
							VENDOR TOTAL *	1,171.25	
0006308	00	H&L CHARTER CO, INC							
30162		PI5180	032817	00	08/30/2024	001-4000-461.42-31	56 PASSENGER MOTOTCOACH	2,295.00	
							VENDOR TOTAL *	2,295.00	
0006977	00	HAZEN AND SAWYER							
20062-001-56		PI5183	029243	00	05/22/2025	661-6300-471.90-78	WELL CONS MGM FE2-FE28	2,103.70	
20062-001-56		PI5184	029243	00	05/22/2025	661-6300-471.95-08	WELL CONS MGM FE2-FE28	4,906.31	
							VENDOR TOTAL *	7,010.01	
0005365	00	HOME DEPOT #8987							
4693177		PI5115	033134	00	04/27/2025	001-4000-461.36-00	ADJUSTABLE WRENCH	192.87	
972286		PI5159		00	05/01/2025	660-0000-131.00-00	PALLET DEPO REFUND	26.94-	
9904025		PI5201	033027	00	05/02/2025	680-8000-454.45-16	SUPPLIES	79.70	
6372487		PI5200	032957	00	05/15/2025	704-3200-412.30-02	SUPPLIES	351.32	
							VENDOR TOTAL *	596.95	
0006490	00	INFOSEND, INC							
285303		PI5187	032788	00	05/18/2025	761-3100-480.23-02	UB BILL SVC 04/18/25	2,741.71	
285303		PI5188	032788	00	05/18/2025	761-3100-480.23-04	UB BILL SVC 04/18/25	99.31	
285303		PI5189	032788	00	05/18/2025	761-3100-480.33-11	UB BILL SVC 04/18/25	21.48	
							VENDOR TOTAL *	2,862.50	
0007850	00	KEN GRODY FORD REDLANDS							
302312		PI5140	033188	00	05/10/2025	702-3800-480.38-52	PARTS / LABOR #237	89.95	
							VENDOR TOTAL *	89.95	
0008275	00	KENNEDY, JANA							
TUITION FY25		006967		00	12/17/2024	001-2200-421.25-09	TUITION REIMBURSEMENT	1,695.00	
							VENDOR TOTAL *	1,695.00	
0007709	00	KV'S FLOORING							

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0007709	00	KV'S FLOORING							
3995		PI5213	033439	00	05/16/2025	001-4000-461.30-02	FLOORING MATERIALS	5,549.42	
							VENDOR TOTAL *	5,549.42	
0007046	00	LEXIPOL LLC							
INVCOR11250458		PI5100	032097	00	05/01/2025	001-2200-421.30-17	MONTHLY SUB. FEE	7,999.20	
							VENDOR TOTAL *	7,999.20	
0006926	00	MASCORRO, LILIANA							
MEALS 4/27-5/1		006954		00	04/24/2025	761-3100-480.23-05	CENTRAL SQUARE ENGAGE 25	196.00	
							VENDOR TOTAL *	196.00	
0001757	00	MC CALL'S METER SALES							
37492		PI5227	033195	00	05/07/2025	660-6300-471.45-06	CERTIFIED FLOW TEST (16)	880.00	
							VENDOR TOTAL *	880.00	
0006890	00	MCCLUNE, DEVIN							
EYEWEAR FY25		006965		00	11/12/2024	670-7000-473.25-10	EMPLOYEE EYEWEAR REIMB	250.00	
							VENDOR TOTAL *	250.00	
0005076	00	ONESOURCE DISTRIBUTORS							
S007783880.001		PI5036		00	05/01/2025	670-0000-131.00-00	SOFT DRAWN	549.53	
S007825859.001		PI5099		00	05/01/2025	670-0000-131.00-00	COPPER CONC WIRES	201,921.44	
							VENDOR TOTAL *	202,470.97	
0007435	00	ONLINE INFORMATION SERVICES							
1317555		PI5110	033181	00	05/16/2025	761-3100-480.23-51	UB CREDIT CHECK	441.73	
							VENDOR TOTAL *	441.73	
0004434	00	ORANGE COUNTY WINWATER WORKS							
168957-04		PI5182		00	04/06/2025	660-0000-131.00-00	14'FLG LINESEAL	3,291.06	
							VENDOR TOTAL *	3,291.06	
0006764	00	P&P UNIFORMS							
432280/4		PI5135	033035	00	05/14/2025	001-2210-421.36-04	UNIFORMS -DISPATCH	239.14	
							VENDOR TOTAL *	239.14	
0007787	00	PACKHAM & TOOMEY, INC							
2025157		PI5137	033101	00	05/08/2025	600-5100-435.30-06	MONTHLY SPCC INSPECTION	125.00	
2025158		PI5170	033266	00	05/08/2025	702-3800-480.30-06	MONTHLY INSPECTION	135.00	
2025159		PI5171	033266	00	05/08/2025	702-3800-480.30-06	REMOVE/REPLACE #5 NOZZLE	176.70	
							VENDOR TOTAL *	436.70	
0002487	00	PARKHOUSE TIRE, INC.							
2010944001		PI5039	032932	00	05/07/2025	702-3800-480.38-52	TIRES #235	738.40	
2010944002		PI5040	032932	00	05/07/2025	702-3800-480.38-52	TIRES #320	870.35	
2010945138		PI5101	032932	00	05/14/2025	702-3800-480.38-52	PARTS/LABOR	198.15	
2010945036		PI5132	032932	00	05/10/2025	702-3800-480.38-52	TIRES #36	135.76	
2010945494		PI5191	032932	00	05/16/2025	702-3800-480.38-52	TIRES #833	328.39	
2010945622		PI5192	032932	00	05/16/2025	702-3800-480.38-52	TIRES #351	688.67	

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0002487	00	PARKHOUSE TIRE, INC.							
							VENDOR TOTAL *	2,959.72	
0007789	00	PARTS AUTHORITY							
091-063114		PI5041	032939	00	05/03/2025	702-3800-480.38-52	BATTERY CREDIT	116.37-	
091-351916		PI5042	032939	00	05/07/2025	702-3800-480.38-52	OIL FILTER	23.54	
091-351945		PI5043	032939	00	05/08/2025	702-3800-480.38-52	12 VOLT PASS #51	147.68	
091-352383		PI5102	032939	00	05/14/2025	702-3800-480.38-52	12-VT PASS #12	103.64	
091-352403		PI5123	032939	00	05/15/2025	702-3800-480.38-52	12 VT PASS #25	147.68	
062-267078		PI5193	032939	00	05/16/2025	702-3800-480.38-52	OIL FILTER #15	25.54	
091-352495		PI5194	032939	00	05/16/2025	702-3800-480.38-52	NON/CLR BRKCLNR	36.85	
091-352637		PI5195	032939	00	05/17/2025	702-3800-480.38-52	SERPENTINE BELT #245	26.19	
							VENDOR TOTAL *	394.75	
0008226	00	POULTER, HANNAH							
TUITION FY25 B		006971		00	03/20/2025	001-2200-421.25-09	TUITION REIMBURSEMENT	459.00	
							VENDOR TOTAL *	459.00	
0007193	00	PRO-MOTORS COLLISION REPAIR							
93444		PI5142	033255	00	05/11/2025	702-3800-480.30-05	PARTS / LABOR #36	4,404.54	
							VENDOR TOTAL *	4,404.54	
0005242	00	PUBLIC AGENCY RETIREMENT SERVICES							
57709		006963		00	04/15/2025	001-1900-412.33-11	PARS PLN ID#PH-ARS05A	300.00	
							VENDOR TOTAL *	300.00	
0004759	00	RACEWAY FORD INC							
3762530		PI5133	032940	00	05/10/2025	702-3800-480.38-52	GLASS ASY #627	106.34	
							VENDOR TOTAL *	106.34	
0008632	00	RICK ENGINEERING COMPANY							
19973 (13)		PI5218	032645	00	03/25/2025	660-6300-471.95-10	DESIGN OF RAMSEY ST WATER	6,667.50	
							VENDOR TOTAL *	6,667.50	
0002526	00	RIV. CO. HEALTH SVCS AGENCY							
IN1038175		006957		00	04/24/2025	001-4010-461.41-04	POOL SNACK BAR PERMIT	446.00	
							VENDOR TOTAL *	446.00	
0001317	00	RIVERSIDE, COUNTY OF							
JAN-MAR 2025		006975		00	03/31/2025	001-2200-321.18-06	PARKING CITATION ASSESMNT	99.00	
JAN-MAR 2025		006976		00	03/31/2025	001-2200-321.18-06	PARKING CITATION ASSESMNT	49.00	
JAN-MAR 2025		006977		00	03/31/2025	001-2200-321.18-06	PARKING CITATION ASSESMNT	12.50	
							VENDOR TOTAL *	160.50	
0008893	00	ROYCE, RICHARD							
TRAVEL 5/1-5/2		006959		00	04/24/2025	001-1000-411.23-05	SCAG REGIONAL CONF GEN	51.00	
							VENDOR TOTAL *	51.00	
0008456	00	RWC GROUP							
XA301209037:01		PI5164	032975	00	05/03/2025	702-3800-480.38-52	LATCH/ DOOR #245	144.55	

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0008456	00	RWC GROUP							
							VENDOR TOTAL *	144.55	
0007095	00	SITEONE LANDSCAPE SUPPLY							
151884592-001		PI5141	033227	00	05/10/2025	100-4900-431.36-57	LANDSCAPE SUPPLIES	2,003.03	
							VENDOR TOTAL *	2,003.03	
0001561	00	SMART & FINAL							
819355		PI5208	033136	00	05/08/2025	001-4000-461.36-09	FRUITS	5.99	
193777		PI5211	033138	00	05/09/2025	001-4050-461.36-65	COFEE	77.95	
658000		PI5209	033136	00	05/09/2025	001-5400-446.41-60	FRUITS	124.88	
110655		PI5210	033136	00	05/11/2025	001-5400-446.41-60	TABLE COVERS	92.18	
							VENDOR TOTAL *	301.00	
0001371	00	SOUTHERN CALIFORNIA EDISON							
360828122MAR25		006919		00	03/31/2025	670-7000-473.26-04	SRVC HIGHLAND HOME RD/WE	94.02	
							VENDOR TOTAL *	94.02	
0001376	00	SOUTHERN CALIFORNIA GAS CO							
09242310481MR25		006973		00	04/16/2025	702-3800-480.36-61	NATURAL GAS VEHICLE FUEL	9,485.66	
							VENDOR TOTAL *	9,485.66	
0007084	00	STAPLES BUSINESS ADVANTAGE							
6027762727		PI5116	033137	00	04/26/2025	001-4000-461.36-00	ELECTRIC STAPLER	82.73	
6027839557		PI5117	033137	00	04/27/2025	001-4000-461.36-00	PRINTHEAD GRAY/BLACK	106.25	
6027050846		PI5153	033137	00	04/18/2025	001-4050-461.36-00	SUPPLIES	40.18	
6028979990		PI5228	033267	00	05/09/2025	670-7000-473.36-00	CWP BT 500 SHEET 96 ROLL	234.85	
							VENDOR TOTAL *	464.01	
0003952	00	STATEWIDE TOWING & RECOVERY, INC							
6069C		PI5214	032992	00	04/10/2025	702-3800-480.30-05	LIGHT DUTY FLATBED #29	1,848.00	
							VENDOR TOTAL *	1,848.00	
0007997	00	TEC EQUIPMENT, INC							
1845087F		PI5103	032941	00	05/14/2025	702-3800-480.38-52	PARTS #243	24.99	
							VENDOR TOTAL *	24.99	
0002403	00	TURBO DATA SYSTEMS INC							
45350		PI5151	032753	00	04/30/2025	001-2200-421.23-45	CITATION PROCESS -03/25	151.44	
							VENDOR TOTAL *	151.44	
0007933	00	VACA, YVETTE							
TRAVEL 5/6-5/9		006961		00	04/24/2025	001-2200-421.23-06	BACKGROUND INVESTIGATION	98.00	
							VENDOR TOTAL *	98.00	
0005501	00	VELA, ARTURO							
TRAVEL 3/19-21		006951		00	04/22/2025	001-3000-442.23-06	CAL CITIES PUBLIC WORK	827.92	
							VENDOR TOTAL *	827.92	
0007007	00	VEOLIA WATER CONTRACT OPERATIONS US							

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0007007	00	VEOLIA WATER CONTRACT OPERATIONS US							
9000206803		PI5129	031245	00	05/01/2025	680-8000-454.23-38	O & M FEE - APRIL 2025	76,371.36	
							VENDOR TOTAL *	76,371.36	
0007743	00	VESTIS SERVICES LLC							
5880899660		PI5111	033216	00	05/11/2025	761-3110-480.25-02	UNIFORM-FSR	107.13	
5880863724		PI5121	033216	00	03/30/2025	761-3110-480.25-02	UNIFORM-FSR	107.13	
							VENDOR TOTAL *	214.26	
0006143	00	VISION SECURITY SYSTEMS							
21586		PI5160	032697	00	05/09/2025	704-3200-412.23-19	MONITORING SRVCS	2,355.00	
							VENDOR TOTAL *	2,355.00	
0007576	00	WALLACE, COLLEEN							
TRAVEL 5/1-5/2		006960		00	04/24/2025	001-1000-411.23-05	SCAG REGIONAL CONF GEN	51.00	
							VENDOR TOTAL *	51.00	
0007381	00	WEST COAST SAND & GRAVEL, INC.							
826264		PI5127	033297	00	05/01/2025	660-6300-471.45-17	CRUSHED BASE & FILL SAND	1,172.67	
							VENDOR TOTAL *	1,172.67	
0008096	00	YUNEX, LLC							
5610004968		PI5185	032407	00	05/16/2025	100-4900-431.30-09	TRAFF SIGN CALL OUT-MAR25	1,140.50	
90004195		PI5186	032407	00	05/16/2025	100-4900-431.30-09	TRAFFIC SIGN RES-MARCH25	648.00	
							VENDOR TOTAL *	1,788.50	
							TOTAL EXPENDITURES ****	458,723.13	
							GRAND TOTAL **********		458,723.13

ACH

April 2025

Date	Check #	Vendor #	Vendor Name		Amount
4/3/2025	9008241	4228	Wells Fargo - CalVEBA	$	200.00
4/1/2025	9008242	8102	CSC	$	36.00
4/4/2025	9008243	2256	Wells Fargo	$	626,146.30
4/7/2025	9008244	997	CA St Public Employees Retirement System	$	1,266.76
4/7/2025	9008245	997	CA St Public Employees Retirement System	$	206,848.91
4/7/2025	9008246	2484	Internal Revnue Service	$	253,198.38
4/7/2025	9008247	985	CA State Employment Dev. Dept. (SIT)	$	46,852.98
4/7/2025	9008248	4821	Wells Fargo Card Services	$	50,874.39
4/8/2025	9008249	5885	TASC Section 125	$	546.91
4/10/2025	9008250	8702	Empower Annuity Insurance Co.	$	45,338.00
4/11/2025	9008251	2295	American Fidelity	$	11,636.34
4/11/2025	9008252	4228	Wells Fargo - CalVEBA	$	200.00
4/15/2025	9008253	997	CA St Public Employees Retirement System	$	171,685.01
4/18/2025	9008254	2256	Wells Fargo	$	692,919.56
4/22/2025	9008255	5885	TASC Section 125	$	546.91
4/21/2025	9008256	2484	Internal Revnue Service	$	275,327.70
4/21/2025	9008257	985	CA State Employment Dev. Dept. (SIT)	$	53,408.85
4/24/2025	9008258	8702	Empower Annuity Insurance Co.	$	56,092.63
4/24/2025	9008259	4228	Wells Fargo - CalVEBA	$	200.00
4/24/2025	9008260	8102	CSC	$	8.00
4/24/2025	9008261	997	CA St Public Employees Retirement System	$	172,562.47
4/25/2025	9008262	2257	CA St Board of Equalization	$	725.00
				$	**2,666,621.10**

WELLS FARGO PAYMENTS	$	1,319,065.86
OTHER PAYMENTS	$	1,347,555.24

Wires

April 2025

Date	Wire #	Vendor #	Vendor Name		Amount
4/17/2025	1167	3590	US Bank	$	341,031.26
4/17/2025	1168	3590	US Bank	$	143,510.00
4/23/2025	1169	4433	RPU-Riverside Public Utilites	$	1,820,727.26
TOTALS				$	2,305,268.52

CHECK NO	VENDOR NO	VENDOR NAME	VOUCHER NO	P.O. NO	DATE	ACCOUNT	REMITTANCE AMOUNT (NET OF DISC/RETAIN)		CHECK TOTAL
1167*	3590	U.S. BANK	008685		04/17/2025	669-6300-471.62-18	341,031.26		
							341,031.26	*	341,031.26
1168*	3590	U.S. BANK	008686		04/17/2025	689-0000-107.80-00	117,500.00		
			008687		04/17/2025	689-8000-454.62-02	26,010.00		
							143,510.00	*	143,510.00
1169*	4433	RIVERSIDE PUBLIC UTILITIE	008688		04/23/2025	670-7010-473.27-09	51,224.00		
			008689		04/23/2025	670-7010-473.27-70	667,975.73		
			008690		04/23/2025	670-7010-473.27-60	116,171.07		
			008691		04/23/2025	670-7010-473.27-50	1,074,708.60		
			008692		04/23/2025	670-7000-331.20-01	4,091.68-		
			008693		04/23/2025	670-7000-356.38-17	22,448.50-		
			008694		04/23/2025	670-7000-356.38-20	59,423.51-		
			008695		04/23/2025	670-7000-356.38-10	3,388.45-		
							1,820,727.26	*	1,820,727.26
9008241*	4228	WELLS FARGO BANK	008696		04/03/2025	001-0000-204.80-14	200.00		
							200.00	*	200.00
9008242*	8102	CORPORATION SERVICE COMPA	008697		04/01/2025	001-1400-412.23-07	16.00		
			008698		04/01/2025	001-2740-442.23-07	20.00		
							36.00	*	36.00
9008243*	2256	WELLS FARGO BANK	008699		04/04/2025	001-0000-204.10-00	626,146.30		
							626,146.30	*	626,146.30
9008244*	997	CA. ST. PUBLIC EMPLOYEES	008700		04/07/2025	001-0000-204.31-00	1,263.73		
			008701		04/07/2025	001-1300-412.41-18	3.03		
							1,266.76	*	1,266.76
9008245*	997	CA. ST. PUBLIC EMPLOYEES	008702		04/07/2025	001-0000-204.31-00	2,383.89		
			008703		04/07/2025	001-0000-204.31-00	33,304.91		
			008704		04/07/2025	001-0000-204.31-00	78,092.15		
			008705		04/07/2025	001-0000-204.31-00	73,565.66		
			008706		04/07/2025	001-0000-204.31-00	926.52		
			008707		04/07/2025	001-0000-204.31-00	13,369.51		
			008708		04/07/2025	001-0000-204.31-00	1,263.73		
			008709		04/07/2025	001-1200-412.15-50	2,527.46		
			008710		04/07/2025	001-0000-204.31-00	1,656.96-		
			008711		04/07/2025	001-0000-204.31-00	2,408.95		
			008712		04/07/2025	001-1300-412.15-52	142.20		
			008713		04/07/2025	001-1300-412.41-18	494.85		
			008714		04/07/2025	001-1300-412.41-19	26.04		
							206,848.91	*	206,848.91
9008246*	2484	INTERNAL REVENUE SERVICE	008715		04/07/2025	001-0000-204.11-00	102,283.28		
			008716		04/07/2025	001-0000-204.13-00	150,915.10		
							253,198.38	*	253,198.38
9008247*	985	CA. ST. EMPLOYMENT DEV. D	008717		04/07/2025	001-0000-204.12-00	46,852.98		

CHECK NO	VENDOR NO	VENDOR NAME	VOUCHER NO	P.O. NO	DATE	ACCOUNT	REMITTANCE AMOUNT (NET OF DISC/RETAIN)		CHECK TOTAL
9008247*	985	CA. ST. EMPLOYMENT DEV. D					46,852.98	*	46,852.98
9008248*	4821	WELLS FARGO CARD SERVICES	008526		04/07/2025	001-2200-421.36-04	36.72		
			008527		04/07/2025	001-2200-421.36-04	58.45		
			008528		04/07/2025	001-2200-421.36-04	91.89		
			008529		04/07/2025	001-2200-421.36-04	35.89		
			008530		04/07/2025	001-2200-421.36-04	71.71		
			008531		04/07/2025	001-2200-421.36-04	274.87		
			008532		04/07/2025	001-2200-421.36-04	78.87		
			008533		04/07/2025	001-2200-421.36-04	112.03		
			008534		04/07/2025	001-2200-421.36-04	1,339.50		
			008535		04/07/2025	001-2200-421.36-04	503.65		
			008536		04/07/2025	001-2200-421.36-04	46.49		
			008537		04/07/2025	001-2200-421.36-04	177.16		
			008538		04/07/2025	001-2200-421.36-04	221.74		
			008539		04/07/2025	001-2200-421.36-04	61.17		
			008540		04/07/2025	001-2200-421.23-05	7.50		
			008541		04/07/2025	001-2200-421.23-05	125.00		
			008542		04/07/2025	001-2200-421.36-07	9.38		
			008543		04/07/2025	001-2200-421.23-06	150.00		
			008544		04/07/2025	001-2200-421.23-06	150.00		
			008545		04/07/2025	001-2200-421.23-06	150.00		
			008546		04/07/2025	001-2200-421.23-06	490.00		
			008547		04/07/2025	001-2200-421.23-06	1,000.97		
			008548		04/07/2025	001-2200-421.36-04	266.40		
			008549		04/07/2025	001-2200-421.23-05	125.00		
			008550		04/07/2025	001-2200-421.23-06	75.00		
			008551		04/07/2025	001-2200-421.23-05	125.00		
			008552		04/07/2025	001-2200-421.36-04	1,092.71		
			008553		04/07/2025	001-2200-421.23-05	166.67		
			008554		04/07/2025	001-2200-421.23-05	166.67		
			008555		04/07/2025	001-2200-421.23-05	166.67		
			008556		04/07/2025	001-2200-421.23-05	166.67		
			008557		04/07/2025	001-2200-421.23-05	166.66		
			008558		04/07/2025	001-2200-421.23-05	166.66		
			008559		04/07/2025	001-2200-421.23-05	67.82		
			008560		04/07/2025	001-2200-421.30-05	290.00		
			008561		04/07/2025	001-2200-421.30-05	32.00		
			008562		04/07/2025	001-4000-461.23-03	11.99		
			008563		04/07/2025	001-4000-461.23-03	125.00		
			008564		04/07/2025	001-4000-461.23-06	268.84		
			008565		04/07/2025	001-4000-461.23-06	268.84-		
			008566		04/07/2025	001-3600-461.38-54	395.77		
			008567		04/07/2025	001-4010-461.23-06	450.00		
			008568		04/07/2025	001-4010-461.23-06	558.97		
			008569		04/07/2025	001-4010-461.23-06	358.42		
			008570		04/07/2025	001-0000-201.10-00	25.78-		
			008571		04/07/2025	001-4000-461.23-05	822.36		
			008572		04/07/2025	001-4000-461.36-00	109.91		
			008573		04/07/2025	001-4000-461.23-03	11.99		
			008574		04/07/2025	660-6300-471.30-06	2,182.67		

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9008248*	4821	WELLS FARGO CARD SERVICES	008575		04/07/2025	001-0000-201.10-00	151.31-	
			008576		04/07/2025	660-6300-471.23-01	297.53	
			008577		04/07/2025	001-2800-441.36-00	43.09	
			008578		04/07/2025	001-2700-442.89-48	117.82	
			008579		04/07/2025	001-2800-441.36-00	169.05	
			008580		04/07/2025	001-2800-441.23-03	839.85	
			008581		04/07/2025	001-2800-441.23-01	551.88	
			008582		04/07/2025	001-1910-412.36-00	58.31	
			008583		04/07/2025	001-3000-442.23-01	35.00	
			008584		04/07/2025	001-1300-412.23-01	12.99	
			008585		04/07/2025	100-4900-431.36-00	137.69	
			008586		04/07/2025	001-9600-453.41-46	332.37	
			008587		04/07/2025	100-4900-431.23-06	10.40	
			008588		04/07/2025	100-4900-431.23-06	10.40	
			008589		04/07/2025	100-4900-431.23-06	10.40	
			008590		04/07/2025	100-4900-431.36-00	55.57	
			008591		04/07/2025	761-3100-480.36-00	74.97	
			008592		04/07/2025	001-1910-412.23-04	33.89	
			008593		04/07/2025	001-1000-411.23-05	60.00	
			008594		04/07/2025	001-1000-411.23-05	60.00	
			008595		04/07/2025	001-1000-411.23-05	60.00	
			008596		04/07/2025	001-1210-412.23-05	25.00	
			008597		04/07/2025	001-1900-412.23-05	1,099.00-	
			008598		04/07/2025	001-1000-411.23-05	25.00	
			008599		04/07/2025	001-1000-411.23-05	125.00	
			008600		04/07/2025	001-4000-461.42-32	651.25	
			008601		04/07/2025	001-4000-461.42-31	18.00	
			008602		04/07/2025	001-4000-461.36-11	803.32	
			008603		04/07/2025	001-4000-461.42-31	25.15	
			008604		04/07/2025	001-4000-461.23-05	428.95	
			008605		04/07/2025	001-4000-461.23-05	823.11	
			008606		04/07/2025	001-1210-412.41-46	698.22	
			008607		04/07/2025	001-0000-201.10-00	50.22-	
			008608		04/07/2025	001-1400-412.36-00	26.03-	
			008609		04/07/2025	810-9700-490.90-59	38.83	
			008610		04/07/2025	810-9700-490.90-59	57.22	
			008611		04/07/2025	001-1200-412.23-47	28.73	
			008612		04/07/2025	001-1200-412.23-47	26.73	
			008613		04/07/2025	675-7020-473.41-46	1,520.00	
			008614		04/07/2025	675-7020-473.41-46	379.50	
			008615		04/07/2025	675-7020-473.23-01	1,738.66	
			008616		04/07/2025	675-7020-473.23-01	2,368.25	
			008617		04/07/2025	001-0000-201.10-00	155.85-	
			008618		04/07/2025	675-7020-473.41-46	66.81	
			008619		04/07/2025	675-7020-473.42-29	150.72	
			008620		04/07/2025	675-7020-473.42-29	1,373.42	
			008621		04/07/2025	675-7020-473.42-29	242.28	
			008622		04/07/2025	675-7020-473.42-29	374.97	
			008623		04/07/2025	675-7020-473.42-29	288.77	
			008624		04/07/2025	675-7020-473.41-46	171.26	
			008625		04/07/2025	675-7020-473.36-00	300.89	

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9008248*	4821	WELLS FARGO CARD SERVICES	008626		04/07/2025	675-7020-473.41-46	105.31	
			008627		04/07/2025	675-7020-473.23-03	39.99	
			008628		04/07/2025	675-7020-473.36-00	16.11	
			008629		04/07/2025	675-7020-473.41-46	100.00	
			008630		04/07/2025	675-7020-473.41-46	168.22	
			008631		04/07/2025	675-7020-473.41-46	126.35	
			008632		04/07/2025	675-7020-473.41-46	62.08	
			008633		04/07/2025	675-7020-473.41-46	53.88	
			008634		04/07/2025	675-7020-473.41-46	6.89	
			008635		04/07/2025	675-7020-473.41-46	396.00	
			008636		04/07/2025	675-7020-473.41-46	39.99	
			008637		04/07/2025	702-3800-480.38-52	32.31	
			008638		04/07/2025	001-1210-412.23-03	430.00	
			008639		04/07/2025	001-1400-412.30-17	38.89	
			008640		04/07/2025	001-2060-446.23-03	13.99	
			008641		04/07/2025	001-2060-446.23-03	74.90	
			008642		04/07/2025	001-5400-446.41-86	836.19	
			008643		04/07/2025	001-0000-201.10-00	60.14-	
			008644		04/07/2025	001-4050-461.36-00	194.90	
			008645		04/07/2025	001-5400-446.41-60	219.00	
			008646		04/07/2025	001-5400-446.41-60	5.19	
			008647		04/07/2025	610-5800-434.36-00	351.65	
			008648		04/07/2025	001-2200-421.36-00	16.64	
			008649		04/07/2025	001-2200-421.30-05	323.00	
			008650		04/07/2025	001-2200-421.30-05	323.00	
			008651		04/07/2025	001-2200-421.36-01	4,947.88	
			008652		04/07/2025	001-2210-421.36-04	481.00	
			008653		04/07/2025	001-2200-421.36-01	2,741.01	
			008654		04/07/2025	001-2200-421.30-05	280.00	
			008655		04/07/2025	001-3000-442.23-05	532.18	
			008656		04/07/2025	001-2200-421.36-07	11.00	
			008657		04/07/2025	001-2200-421.23-06	1,231.65	
			008658		04/07/2025	001-2200-421.23-06	817.05	
			008659		04/07/2025	001-2200-421.23-06	437.75	
			008660		04/07/2025	001-2200-421.23-06	663.47	
			008661		04/07/2025	001-2200-421.23-06	1,096.50	
			008662		04/07/2025	001-2200-421.23-06	1,146.50	
			008663		04/07/2025	001-2200-421.23-06	177.72	
			008664		04/07/2025	001-2200-421.23-06	187.28	
			008665		04/07/2025	001-2200-421.23-06	427.98	
			008666		04/07/2025	001-2200-421.23-06	187.28-	
			008667		04/07/2025	001-2200-421.23-06	187.28	
			008668		04/07/2025	660-6300-471.23-06	103.40	
			008669		04/07/2025	670-7000-473.23-06	1,195.00	
			008670		04/07/2025	001-3600-461.30-06	2,435.11	
			008671		04/07/2025	670-7000-473.36-00	58.53	
			008672		04/07/2025	670-7000-473.36-00	69.85	
			008673		04/07/2025	670-7000-473.36-00	137.07	
			008674		04/07/2025	670-7000-473.23-05	30.00	
			008675		04/07/2025	670-7000-473.36-00	111.41	
			008676		04/07/2025	670-7000-473.36-00	133.65	

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9008248*	4821	WELLS FARGO CARD SERVICES					50,874.39	*	50,874.39
9008249*	5885	TASC	008718		04/08/2025	001-0000-204.80-15	546.91		
							546.91	*	546.91
9008250*	8702	EMPOWER ANNUITY INSURANCE	008719		04/10/2025	001-0000-204.16-00	31,754.99		
			008720		04/10/2025	001-0000-204.16-00	1,387.23		
			008721		04/10/2025	001-0000-204.16-00	12,195.78		
							45,338.00	*	45,338.00
9008251*	2295	AMERICAN FIDELITY ASSURAN	008722		04/11/2025	001-0000-204.80-04	10,056.36		
			008723		04/11/2025	001-0000-204.80-05	1,579.98		
							11,636.34	*	11,636.34
9008252*	4228	WELLS FARGO BANK	008724		04/11/2025	001-0000-204.80-14	200.00		
							200.00	*	200.00
9008253*	997	CA. ST. PUBLIC EMPLOYEES	008725		04/15/2025	001-0000-204.20-00	172,857.32		
			008726		04/15/2025	001-0000-204.20-00	44.92-		
			008727		04/15/2025	001-0000-204.20-00	56.93-		
			008728		04/15/2025	001-0000-204.20-00	68.79-		
			008729		04/15/2025	001-0000-204.20-00	86.85-		
			008730		04/15/2025	001-0000-204.20-00	70.04-		
			008731		04/15/2025	001-0000-204.20-00	88.42-		
			008732		04/15/2025	001-0000-204.20-00	96.93-		
			008733		04/15/2025	001-0000-204.20-00	122.39-		
			008734		04/15/2025	001-0000-204.20-00	24.53-		
			008735		04/15/2025	001-0000-204.20-00	30.97-		
			008736		04/15/2025	001-0000-204.20-00	113.15-		
			008737		04/15/2025	001-0000-204.20-00	368.39-		
							171,685.01	*	171,685.01
9008254*	2256	WELLS FARGO BANK	008738		04/18/2025	001-0000-204.10-00	692,919.56		
							692,919.56	*	692,919.56
9008255*	5885	TASC	008739		04/22/2025	001-0000-204.80-15	546.91		
							546.91	*	546.91
9008256*	2484	INTERNAL REVENUE SERVICE	008740		04/21/2025	001-0000-204.11-00	109,510.04		
			008741		04/21/2025	001-0000-204.13-00	165,817.66		
							275,327.70	*	275,327.70
9008257*	985	CA. ST. EMPLOYMENT DEV. D	008742		04/21/2025	001-0000-204.12-00	53,408.85		
							53,408.85	*	53,408.85
9008258*	8702	EMPOWER ANNUITY INSURANCE	008743		04/24/2025	001-0000-204.16-00	31,627.34		
			008744		04/24/2025	001-0000-204.16-00	12,071.22		
			008745		04/24/2025	001-0000-204.16-00	12,437.67		
			008746		04/24/2025	001-0000-204.16-00	43.60-		
							56,092.63	*	56,092.63

CHECK NO	VENDOR NO	VENDOR NAME	VOUCHER NO	P.O. NO	DATE	ACCOUNT	REMITTANCE AMOUNT (NET OF DISC/RETAIN)		CHECK TOTAL
9008259*	4228	WELLS FARGO BANK	008747		04/24/2025	001-0000-204.80-14	200.00		
							200.00	*	200.00
9008260*	8102	CORPORATION SERVICE COMPA	008748		04/24/2025	001-2740-442.23-07	8.00		
							8.00	*	8.00
9008261*	997	CA. ST. PUBLIC EMPLOYEES	008749		04/24/2025	001-0000-204.20-00	171,599.39		
			008750		04/24/2025	001-0000-204.20-00	113.15		
			008751		04/24/2025	001-0000-204.20-00	368.39		
			008752		04/24/2025	001-0000-204.20-00	113.15		
			008753		04/24/2025	001-0000-204.20-00	368.39		
							172,562.47	*	172,562.47
9008262*	2257	CA. ST. BOARD OF EQUAL. -	008754		04/25/2025	702-3800-480.41-04	725.00		
							725.00	*	725.00
						BANK/CHECK TOTAL	4,971,889.62		4,971,889.62
						ALL BANKS/CHECKS TOTAL	4,971,889.62		4,971,889.62

VEND NO / INVOICE NO	SEQ#	VENDOR NAME / VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0002295	00	AMERICAN FIDELITY ASSURANCE							
2515281D		008722		00	04/11/2025	001-0000-204.80-04	HEALTH FSA	CHECK #: 9008251	10,056.36
2515281D		008723		00	04/11/2025	001-0000-204.80-05	DEPENDENT CARE FSA	CHECK #: 9008251	1,579.98
							VENDOR TOTAL *	.00	11,636.34
0002257	00	CA. ST. BOARD OF EQUAL. - FUEL							
MAR 25		008754		00	04/25/2025	702-3800-480.41-04	UNDERGROUND STORAGE TANK	CHECK #: 9008262	725.00
							VENDOR TOTAL *	.00	725.00
0000985	00	CA. ST. EMPLOYMENT DEV. DEPT.							
PPE 03/30/2025		008717		00	04/07/2025	001-0000-204.12-00	STATE INCOME TAX	CHECK #: 9008247	46,852.98
PPE 04/13/2025		008742		00	04/21/2025	001-0000-204.12-00	STATE INCOME TAX	CHECK #: 9008257	53,408.85
							VENDOR TOTAL *	.00	100,261.83
0000997	00	CA. ST. PUBLIC EMPLOYEES							
10000001786367000870		0		00	04/07/2025	001-0000-204.31-00	PERS PLATINUM	CHECK #: 9008244	1,263.73
10000001786366900870		2		00	04/07/2025	001-0000-204.31-00	ANTHEM BL CROSS	CHECK #: 9008245	2,383.89
10000001786366900870		3		00	04/07/2025	001-0000-204.31-00	BL SHLD ACCESS	CHECK #: 9008245	33,304.91
10000001786366900870		4		00	04/07/2025	001-0000-204.31-00	BL SHLD TRIO	CHECK #: 9008245	78,092.15
10000001786366900870		5		00	04/07/2025	001-0000-204.31-00	KAISER HMO	CHECK #: 9008245	73,565.66
10000001786366900870		6		00	04/07/2025	001-0000-204.31-00	KAISER HMO ACTIVE ELECT	CHECK #: 9008245	926.52
10000001786366900870		7		00	04/07/2025	001-0000-204.31-00	PERS GOLD	CHECK #: 9008245	13,369.51
10000001786366900870		8		00	04/07/2025	001-0000-204.31-00	PERS PLATINUM	CHECK #: 9008245	1,263.73
10000001786366900871		0		00	04/07/2025	001-0000-204.31-00	BL SHLD ACCESS	CHECK #: 9008245	1,656.96-
10000001786366900871		1		00	04/07/2025	001-0000-204.31-00	KAISER HMO	CHECK #: 9008245	2,408.95
PPE 03/16/2025		008725		00	04/15/2025	001-0000-204.20-00	RETIREMENT BENEFITS	CHECK #: 9008253	172,857.32
PPE 03/16/2025		008726		00	04/15/2025	001-0000-204.20-00	PERS ADJUST	CHECK #: 9008253	44.92-
PPE 03/16/2025		008727		00	04/15/2025	001-0000-204.20-00	PERS ADJUST	CHECK #: 9008253	56.93-
PPE 03/16/2025		008728		00	04/15/2025	001-0000-204.20-00	PERS ADJUST	CHECK #: 9008253	68.79-
PPE 03/16/2025		008729		00	04/15/2025	001-0000-204.20-00	PERS ADJUST	CHECK #: 9008253	86.85-
PPE 03/16/2025		008730		00	04/15/2025	001-0000-204.20-00	PERS ADJUST	CHECK #: 9008253	70.04-
PPE 03/16/2025		008731		00	04/15/2025	001-0000-204.20-00	PERS ADJUST	CHECK #: 9008253	88.42-
PPE 03/16/2025		008732		00	04/15/2025	001-0000-204.20-00	PERS ADJUST	CHECK #: 9008253	96.93-
PPE 03/16/2025		008733		00	04/15/2025	001-0000-204.20-00	PERS ADJUST	CHECK #: 9008253	122.39-
PPE 03/16/2025		008734		00	04/15/2025	001-0000-204.20-00	PERS ADJUST	CHECK #: 9008253	24.53-
PPE 03/16/2025		008735		00	04/15/2025	001-0000-204.20-00	PERS ADJUST	CHECK #: 9008253	30.97-
PPE 03/16/2025		008736		00	04/15/2025	001-0000-204.20-00	PERS ADJUST	CHECK #: 9008253	113.15-
PPE 03/16/2025		008737		00	04/15/2025	001-0000-204.20-00	PERS ADJUST	CHECK #: 9008253	368.39-
PPE 03/30/2025		008749		00	04/24/2025	001-0000-204.20-00	RETIREMENT BENEFITS	CHECK #: 9008261	171,599.39
PPE 03/30/2025		008750		00	04/24/2025	001-0000-204.20-00	PERS ADJUST	CHECK #: 9008261	113.15
PPE 03/30/2025		008751		00	04/24/2025	001-0000-204.20-00	PERS ADJUST	CHECK #: 9008261	368.39
PPE 03/30/2025		008752		00	04/24/2025	001-0000-204.20-00	PERS ADJUST	CHECK #: 9008261	113.15
PPE 03/30/2025		008753		00	04/24/2025	001-0000-204.20-00	PERS ADJUST	CHECK #: 9008261	368.39
10000001786366900870		9		00	04/07/2025	001-1200-412.15-50	PERS PLATINUM	CHECK #: 9008245	2,527.46
10000001786367000870		1		00	04/07/2025	001-1300-412.41-18	ADMIN FEE FOR ACTIVE	CHECK #: 9008244	3.03
10000001786366900871		2		00	04/07/2025	001-1300-412.15-52	PA BILLING ER SHARE-RETIR	CHECK #: 9008245	142.20
10000001786366900871		3		00	04/07/2025	001-1300-412.41-18	ADMIN FEE FOR ACTIVE	CHECK #: 9008245	494.85
10000001786366900871		4		00	04/07/2025	001-1300-412.41-19	ADMIN FEE FOR RETIRED	CHECK #: 9008245	26.04
							VENDOR TOTAL *	.00	552,363.15
0008102	00	CORPORATION SERVICE COMPANY							

VEND NO / INVOICE NO	SEQ# / VOUCHER NO	VENDOR NAME / P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0008102	00	CORPORATION SERVICE COMPANY						
8345718-040125	008697		00	04/01/2025	001-1400-412.23-07	PROCESSING FEES (2)	CHECK #: 9008242	16.00
8345718-040125	008698		00	04/01/2025	001-2740-442.23-07	RELEASE OF LIENS	CHECK #: 9008242	20.00
8345718-042225	008748		00	04/24/2025	001-2740-442.23-07	RELEASE OF LIENS	CHECK #: 9008260	8.00
						VENDOR TOTAL *	.00	44.00
0008702	00	EMPOWER ANNUITY INSURANCE COMPANY						
PPE 03/30/2025	008719		00	04/10/2025	001-0000-204.16-00	457 PRE TAX CONTRIBUTIONS	CHECK #: 9008250	31,754.99
PPE 03/30/2025	008720		00	04/10/2025	001-0000-204.16-00	457 ROTH CONTRIBUTIONS	CHECK #: 9008250	1,387.23
PPE 03/30/2025	008721		00	04/10/2025	001-0000-204.16-00	457 LOAN PAYMENTS	CHECK #: 9008250	12,195.78
PPE 04/13/2025	008743		00	04/24/2025	001-0000-204.16-00	457 PRE TAX CONTRIBUTIONS	CHECK #: 9008258	31,627.34
PPE 04/13/2025	008744		00	04/24/2025	001-0000-204.16-00	457 ROTH CONTRIBUTIONS	CHECK #: 9008258	12,071.22
PPE 04/13/2025	008745		00	04/24/2025	001-0000-204.16-00	457 LOAN PAYMENTS	CHECK #: 9008258	12,437.67
PPE 04/13/2025	008746		00	04/24/2025	001-0000-204.16-00	457 LOAN PAYMENTS	CHECK #: 9008258	43.60-
						VENDOR TOTAL *	.00	101,430.63
0002484	00	INTERNAL REVENUE SERVICE						
PPE 03/30/2025	008715		00	04/07/2025	001-0000-204.11-00	FEDERAL INCOME TAX	CHECK #: 9008246	102,283.28
PPE 03/30/2025	008716		00	04/07/2025	001-0000-204.13-00	FICA MEDICARE/REGULAR	CHECK #: 9008246	150,915.10
PPE 04/13/2025	008740		00	04/21/2025	001-0000-204.11-00	FEDERAL INCOME TAX	CHECK #: 9008256	109,510.04
PPE 04/13/2025	008741		00	04/21/2025	001-0000-204.13-00	FICA MEDICARE/REGULAR	CHECK #: 9008256	165,817.66
						VENDOR TOTAL *	.00	528,526.08
0004433	00	RIVERSIDE PUBLIC UTILITIES						
303	008692		00	04/23/2025	670-7000-331.20-01	INTEREST REVENUE	CHECK #: 1169	4,091.68-
303	008693		00	04/23/2025	670-7000-356.38-17	CRR REVENUE	CHECK #: 1169	22,448.50-
303	008694		00	04/23/2025	670-7000-356.38-20	TRANS REVENUE	CHECK #: 1169	59,423.51-
303	008695		00	04/23/2025	670-7000-356.38-10	ENERGY REVENUE	CHECK #: 1169	3,388.45-
303	008688		00	04/23/2025	670-7010-473.27-09	S&D EXPENSE	CHECK #: 1169	51,224.00
303	008689		00	04/23/2025	670-7010-473.27-70	TRANS EXPENSE	CHECK #: 1169	667,975.73
303	008690		00	04/23/2025	670-7010-473.27-60	ENERGY EXPENSE	CHECK #: 1169	116,171.07
303	008691		00	04/23/2025	670-7010-473.27-50	CAPACITY EXPENSE	CHECK #: 1169	1,074,708.60
						VENDOR TOTAL *	.00	1,820,727.26
0005885	00	TASC						
PPE 03/30/2025	008718		00	04/08/2025	001-0000-204.80-15	TASC NESP	CHECK #: 9008249	546.91
PPE 04/13/2025	008739		00	04/22/2025	001-0000-204.80-15	TASC NESP	CHECK #: 9008255	546.91
						VENDOR TOTAL *	.00	1,093.82
0003590	00	U.S. BANK						
2834570	008685		00	04/17/2025	669-6300-471.62-18	INTEREST DUE PAYMENT	CHECK #: 1167	341,031.26
2867076	008686		00	04/17/2025	689-0000-107.80-00	PRINCIPAL DEPOSIT	CHECK #: 1168	117,500.00
2867076	008687		00	04/17/2025	689-8000-454.62-02	INTEREST DUE PAYMENT	CHECK #: 1168	26,010.00
						VENDOR TOTAL *	.00	484,541.26
0002256	00	WELLS FARGO BANK						
PPE 03/30/2025	008699		00	04/04/2025	001-0000-204.10-00	PAYROLL	CHECK #: 9008243	626,146.30
PPE 04/13/2025	008738		00	04/18/2025	001-0000-204.10-00	PAYROLL	CHECK #: 9008254	692,919.56
						VENDOR TOTAL *	.00	1,319,065.86
0004228	00	WELLS FARGO BANK						

VEND NO / INVOICE NO	SEQ#	VENDOR NAME / VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0004228	00	WELLS FARGO BANK							
PPE 03/16/2025	008696			00	04/03/2025	001-0000-204.80-14	VEBA CONTRIBUTIONS	CHECK #: 9008241	200.00
PPE 03/30/2025	008724			00	04/11/2025	001-0000-204.80-14	VEBA CONTRIBUTIONS	CHECK #: 9008252	200.00
PPE 04/13/2025	008747			00	04/24/2025	001-0000-204.80-14	VEBA CONTRIBUTIONS	CHECK #: 9008259	200.00
							VENDOR TOTAL *	.00	600.00
0004821	00	WELLS FARGO CARD SERVICES INC							
WELLS ONE MAR25008570				00	04/07/2025	001-0000-201.10-00	AMERICAN RED CROSS	CHECK #: 9008248	25.78-
WELLS ONE MAR25008575				00	04/07/2025	001-0000-201.10-00	WATERLINE ENVIROTECH	CHECK #: 9008248	151.31-
WELLS ONE MAR25008607				00	04/07/2025	001-0000-201.10-00	PINMART INC	CHECK #: 9008248	50.22-
WELLS ONE MAR25008617				00	04/07/2025	001-0000-201.10-00	SUPERIOR PROMOS INC	CHECK #: 9008248	155.85-
WELLS ONE MAR25008643				00	04/07/2025	001-0000-201.10-00	COLOR BLAZE	CHECK #: 9008248	60.14-
WELLS ONE MAR25008593				00	04/07/2025	001-1000-411.23-05	LOCC 3/10	CHECK #: 9008248	60.00
WELLS ONE MAR25008594				00	04/07/2025	001-1000-411.23-05	LOCC 3/10	CHECK #: 9008248	60.00
WELLS ONE MAR25008595				00	04/07/2025	001-1000-411.23-05	LOCC 3/10	CHECK #: 9008248	60.00
WELLS ONE MAR25008598				00	04/07/2025	001-1000-411.23-05	BEAUMONT COC 4/11	CHECK #: 9008248	25.00
WELLS ONE MAR25008599				00	04/07/2025	001-1000-411.23-05	CHAMBER CA	CHECK #: 9008248	125.00
WELLS ONE MAR25008611				00	04/07/2025	001-1200-412.23-47	DOORDASH CANTONCHI	CHECK #: 9008248	28.73
WELLS ONE MAR25008612				00	04/07/2025	001-1200-412.23-47	DOORDASH CANTONCHI	CHECK #: 9008248	26.73
WELLS ONE MAR25008596				00	04/07/2025	001-1210-412.23-05	CHAMBER CA 3/19	CHECK #: 9008248	25.00
WELLS ONE MAR25008606				00	04/07/2025	001-1210-412.41-46	PINMART INC	CHECK #: 9008248	698.22
WELLS ONE MAR25008638				00	04/07/2025	001-1210-412.23-03	COSTAR GROUP INC	CHECK #: 9008248	430.00
WELLS ONE MAR25008584				00	04/07/2025	001-1300-412.23-01	CANVA	CHECK #: 9008248	12.99
WELLS ONE MAR25008608				00	04/07/2025	001-1400-412.36-00	PAYPAL	CHECK #: 9008248	26.03-
WELLS ONE MAR25008639				00	04/07/2025	001-1400-412.30-17	ZOOM.COM	CHECK #: 9008248	38.89
WELLS ONE MAR25008597				00	04/07/2025	001-1900-412.23-05	SUPERION LLC	CHECK #: 9008248	1,099.00-
WELLS ONE MAR25008582				00	04/07/2025	001-1910-412.36-00	PENS.COM	CHECK #: 9008248	58.31
WELLS ONE MAR25008592				00	04/07/2025	001-1910-412.23-04	NETTRACER L&F	CHECK #: 9008248	33.89
WELLS ONE MAR25008640				00	04/07/2025	001-2060-446.23-03	YOUTUBEPREMIUM	CHECK #: 9008248	13.99
WELLS ONE MAR25008641				00	04/07/2025	001-2060-446.23-03	NEWSPAPERS.COM	CHECK #: 9008248	74.90
WELLS ONE MAR25008526				00	04/07/2025	001-2200-421.36-04	GALLS	CHECK #: 9008248	36.72
WELLS ONE MAR25008527				00	04/07/2025	001-2200-421.36-04	GALLS	CHECK #: 9008248	58.45
WELLS ONE MAR25008528				00	04/07/2025	001-2200-421.36-04	GALLS	CHECK #: 9008248	91.89
WELLS ONE MAR25008529				00	04/07/2025	001-2200-421.36-04	GALLS	CHECK #: 9008248	35.89
WELLS ONE MAR25008530				00	04/07/2025	001-2200-421.36-04	GALLS	CHECK #: 9008248	71.71
WELLS ONE MAR25008531				00	04/07/2025	001-2200-421.36-04	GALLS	CHECK #: 9008248	274.87
WELLS ONE MAR25008532				00	04/07/2025	001-2200-421.36-04	GALLS	CHECK #: 9008248	78.87
WELLS ONE MAR25008533				00	04/07/2025	001-2200-421.36-04	GALLS	CHECK #: 9008248	112.03
WELLS ONE MAR25008534				00	04/07/2025	001-2200-421.36-04	GALLS	CHECK #: 9008248	1,339.50
WELLS ONE MAR25008535				00	04/07/2025	001-2200-421.36-04	GALLS	CHECK #: 9008248	503.65
WELLS ONE MAR25008536				00	04/07/2025	001-2200-421.36-04	GALLS	CHECK #: 9008248	46.49
WELLS ONE MAR25008537				00	04/07/2025	001-2200-421.36-04	GALLS	CHECK #: 9008248	177.16
WELLS ONE MAR25008538				00	04/07/2025	001-2200-421.36-04	GALLS	CHECK #: 9008248	221.74
WELLS ONE MAR25008539				00	04/07/2025	001-2200-421.36-04	GALLS	CHECK #: 9008248	61.17
WELLS ONE MAR25008540				00	04/07/2025	001-2200-421.23-05	PCI L749 RIV OFF 3/6	CHECK #: 9008248	7.50
WELLS ONE MAR25008541				00	04/07/2025	001-2200-421.23-05	CHAMBER CA	CHECK #: 9008248	125.00
WELLS ONE MAR25008542				00	04/07/2025	001-2200-421.36-07	ALBERTSONS	CHECK #: 9008248	9.38
WELLS ONE MAR25008543				00	04/07/2025	001-2200-421.23-06	EMBASSY CONSULTING 5/20-2	CHECK #: 9008248	150.00
WELLS ONE MAR25008544				00	04/07/2025	001-2200-421.23-06	EMBASSY CONSULTING 5/20-2	CHECK #: 9008248	150.00
WELLS ONE MAR25008545				00	04/07/2025	001-2200-421.23-06	EMBASSY CONSULTING 5/20-2	CHECK #: 9008248	150.00

VEND NO / INVOICE NO	SEQ# / VOUCHER NO	VENDOR NAME / P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0004821	00	WELLS FARGO CARD SERVICES INC						
WELLS ONE MAR25008546			00	04/07/2025	001-2200-421.23-06	NO BOUNDARIES INV 4/22-25	CHECK #: 9008248	490.00
WELLS ONE MAR25008547			00	04/07/2025	001-2200-421.23-06	HACIENDA HOTEL 3/16-21	CHECK #: 9008248	1,000.97
WELLS ONE MAR25008548			00	04/07/2025	001-2200-421.36-04	GALLS	CHECK #: 9008248	266.40
WELLS ONE MAR25008549			00	04/07/2025	001-2200-421.23-05	CHAMBER CA	CHECK #: 9008248	125.00
WELLS ONE MAR25008550			00	04/07/2025	001-2200-421.23-06	HACIENDA HOTEL 3/16-21	CHECK #: 9008248	75.00
WELLS ONE MAR25008551			00	04/07/2025	001-2200-421.23-05	CHAMBER CA	CHECK #: 9008248	125.00
WELLS ONE MAR25008552			00	04/07/2025	001-2200-421.36-04	GALLS	CHECK #: 9008248	1,092.71
WELLS ONE MAR25008553			00	04/07/2025	001-2200-421.23-05	PAYPAL	CHECK #: 9008248	166.67
WELLS ONE MAR25008554			00	04/07/2025	001-2200-421.23-05	PAYPAL	CHECK #: 9008248	166.67
WELLS ONE MAR25008555			00	04/07/2025	001-2200-421.23-05	PAYPAL	CHECK #: 9008248	166.67
WELLS ONE MAR25008556			00	04/07/2025	001-2200-421.23-05	PAYPAL	CHECK #: 9008248	166.67
WELLS ONE MAR25008557			00	04/07/2025	001-2200-421.23-05	PAYPAL	CHECK #: 9008248	166.66
WELLS ONE MAR25008558			00	04/07/2025	001-2200-421.23-05	PAYPAL	CHECK #: 9008248	166.66
WELLS ONE MAR25008559			00	04/07/2025	001-2200-421.23-05	SHELL OIL 3/16-21	CHECK #: 9008248	67.82
WELLS ONE MAR25008560			00	04/07/2025	001-2200-421.30-05	MIDNIGHT WINDOW TINT	CHECK #: 9008248	290.00
WELLS ONE MAR25008561			00	04/07/2025	001-2200-421.30-05	MIDNIGHT WINDOW TINT	CHECK #: 9008248	32.00
WELLS ONE MAR25008648			00	04/07/2025	001-2200-421.36-00	BEAUMONT SAFE & LOCK	CHECK #: 9008248	16.64
WELLS ONE MAR25008649			00	04/07/2025	001-2200-421.30-05	MIDNIGHT WINDOW TINT	CHECK #: 9008248	323.00
WELLS ONE MAR25008650			00	04/07/2025	001-2200-421.30-05	MIDNIGHT WINDOW TINT	CHECK #: 9008248	323.00
WELLS ONE MAR25008651			00	04/07/2025	001-2200-421.36-01	DOOLEY ENTERPRISES INC	CHECK #: 9008248	4,947.88
WELLS ONE MAR25008653			00	04/07/2025	001-2200-421.36-01	POLICE & TACTICAL SUPPLY	CHECK #: 9008248	2,741.01
WELLS ONE MAR25008654			00	04/07/2025	001-2200-421.30-05	SHELL OIL	CHECK #: 9008248	280.00
WELLS ONE MAR25008656			00	04/07/2025	001-2200-421.36-07	AGUA PURA VIDA	CHECK #: 9008248	11.00
WELLS ONE MAR25008657			00	04/07/2025	001-2200-421.23-06	HILTON HOTELS 3/2-7	CHECK #: 9008248	1,231.65
WELLS ONE MAR25008658			00	04/07/2025	001-2200-421.23-06	DOUBLETREE HILTON 3/2-7	CHECK #: 9008248	817.05
WELLS ONE MAR25008659			00	04/07/2025	001-2200-421.23-06	REG TRAINING CENT	CHECK #: 9008248	437.75
WELLS ONE MAR25008660			00	04/07/2025	001-2200-421.23-06	SPRINGHILL STES 3/10-13	CHECK #: 9008248	663.47
WELLS ONE MAR25008661			00	04/07/2025	001-2200-421.23-06	DOUBLETREE HILTON 3/9-14	CHECK #: 9008248	1,096.50
WELLS ONE MAR25008662			00	04/07/2025	001-2200-421.23-06	COURTYARD 3/9-14	CHECK #: 9008248	1,146.50
WELLS ONE MAR25008663			00	04/07/2025	001-2200-421.23-06	EXTRA HOLIDAYS 4/7-10	CHECK #: 9008248	177.72
WELLS ONE MAR25008664			00	04/07/2025	001-2200-421.23-06	HOLIDAY INN EXP 3/18-19	CHECK #: 9008248	187.28
WELLS ONE MAR25008665			00	04/07/2025	001-2200-421.23-06	VOLARE RESORT 3/17-20	CHECK #: 9008248	427.98
WELLS ONE MAR25008666			00	04/07/2025	001-2200-421.23-06	HOLIDAY INN EXP 3/18-19	CHECK #: 9008248	187.28-
WELLS ONE MAR25008667			00	04/07/2025	001-2200-421.23-06	HOLIDAY INN EXP 3/18-19	CHECK #: 9008248	187.28
WELLS ONE MAR25008652			00	04/07/2025	001-2210-421.36-04	5.11 INC	CHECK #: 9008248	481.00
WELLS ONE MAR25008578			00	04/07/2025	001-2700-442.89-48	BEAUMONT DO IT BEST	CHECK #: 9008248	117.82
WELLS ONE MAR25008577			00	04/07/2025	001-2800-441.36-00	BEAUMONT DO IT BEST	CHECK #: 9008248	43.09
WELLS ONE MAR25008579			00	04/07/2025	001-2800-441.36-00	RUSSOS ITALIAN KITCHEN	CHECK #: 9008248	169.05
WELLS ONE MAR25008580			00	04/07/2025	001-2800-441.23-03	APA	CHECK #: 9008248	839.85
WELLS ONE MAR25008581			00	04/07/2025	001-2800-441.23-01	COLUMN PUBLIC NOTICE	CHECK #: 9008248	551.88
WELLS ONE MAR25008583			00	04/07/2025	001-3000-442.23-01	GFE OUTREACH	CHECK #: 9008248	35.00
WELLS ONE MAR25008655			00	04/07/2025	001-3000-442.23-05	SHERATO HOTEL 3/19-21	CHECK #: 9008248	532.18
WELLS ONE MAR25008566			00	04/07/2025	001-3600-461.38-54	GRAINGER	CHECK #: 9008248	395.77
WELLS ONE MAR25008670			00	04/07/2025	001-3600-461.30-06	LED LIGHT EXPERT	CHECK #: 9008248	2,435.11
WELLS ONE MAR25008562			00	04/07/2025	001-4000-461.23-03	SPOTIFY	CHECK #: 9008248	11.99
WELLS ONE MAR25008563			00	04/07/2025	001-4000-461.23-03	WHEN I WORK INC	CHECK #: 9008248	125.00
WELLS ONE MAR25008564			00	04/07/2025	001-4000-461.23-06	HOLIDAY INN EXP 3/7-9	CHECK #: 9008248	268.84
WELLS ONE MAR25008565			00	04/07/2025	001-4000-461.23-06	HOLIDAY INN EXP 3/7-9	CHECK #: 9008248	268.84-
WELLS ONE MAR25008571			00	04/07/2025	001-4000-461.23-05	HYATT REGENCY 3/18-21	CHECK #: 9008248	822.36

VEND NO / INVOICE NO	SEQ# / VOUCHER NO	VENDOR NAME / P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0004821	00	WELLS FARGO CARD SERVICES INC						
WELLS ONE MAR25008572			00	04/07/2025	001-4000-461.36-00	HP.COM STORE	CHECK #: 9008248	109.91
WELLS ONE MAR25008573			00	04/07/2025	001-4000-461.23-03	SPOTIFY	CHECK #: 9008248	11.99
WELLS ONE MAR25008600			00	04/07/2025	001-4000-461.42-32	NATHISTMUSEUMSLAC 3/1	CHECK #: 9008248	651.25
WELLS ONE MAR25008601			00	04/07/2025	001-4000-461.42-31	LA BREA TAR PITS 3/1	CHECK #: 9008248	18.00
WELLS ONE MAR25008602			00	04/07/2025	001-4000-461.36-11	PANERA BREAD	CHECK #: 9008248	803.32
WELLS ONE MAR25008603			00	04/07/2025	001-4000-461.42-31	SHELL OIL 3/1	CHECK #: 9008248	25.15
WELLS ONE MAR25008604			00	04/07/2025	001-4000-461.23-05	SOUTHWEST 3/18-21	CHECK #: 9008248	428.95
WELLS ONE MAR25008605			00	04/07/2025	001-4000-461.23-05	SHERATON GRD 3/18-21	CHECK #: 9008248	823.11
WELLS ONE MAR25008567			00	04/07/2025	001-4010-461.23-06	BREAKWATER AQUATC 3/29-30	CHECK #: 9008248	450.00
WELLS ONE MAR25008568			00	04/07/2025	001-4010-461.23-06	HOLIDAY INN EXPR 3/7-9	CHECK #: 9008248	558.97
WELLS ONE MAR25008569			00	04/07/2025	001-4010-461.23-06	AMERICAN RED CROSS	CHECK #: 9008248	358.42
WELLS ONE MAR25008644			00	04/07/2025	001-4050-461.36-00	DOLLAR TREE	CHECK #: 9008248	194.90
WELLS ONE MAR25008642			00	04/07/2025	001-5400-446.41-86	COLOR BLAZE	CHECK #: 9008248	836.19
WELLS ONE MAR25008645			00	04/07/2025	001-5400-446.41-60	RC ENV HLTH HEMET	CHECK #: 9008248	219.00
WELLS ONE MAR25008646			00	04/07/2025	001-5400-446.41-60	RC ENV HLTH HEMET	CHECK #: 9008248	5.19
WELLS ONE MAR25008586			00	04/07/2025	001-9600-453.41-46	BIG BELLY SOLAR	CHECK #: 9008248	332.37
WELLS ONE MAR25008585			00	04/07/2025	100-4900-431.36-00	THE HOME DEPOT	CHECK #: 9008248	137.69
WELLS ONE MAR25008587			00	04/07/2025	100-4900-431.23-06	MSAIE MSA INLAND EMPI	CHECK #: 9008248	10.40
WELLS ONE MAR25008588			00	04/07/2025	100-4900-431.23-06	MSAIE MSA INLAND EMPI	CHECK #: 9008248	10.40
WELLS ONE MAR25008589			00	04/07/2025	100-4900-431.23-06	MSAIE MSA INLAND EMPI	CHECK #: 9008248	10.40
WELLS ONE MAR25008590			00	04/07/2025	100-4900-431.36-00	THE HOME DEPOT	CHECK #: 9008248	55.57
WELLS ONE MAR25008647			00	04/07/2025	610-5800-434.36-00	STAPLES INC	CHECK #: 9008248	351.65
WELLS ONE MAR25008574			00	04/07/2025	660-6300-471.30-06	WATERLINE ENVIROTECH	CHECK #: 9008248	2,182.67
WELLS ONE MAR25008576			00	04/07/2025	660-6300-471.23-01	RECORD GAZETTE	CHECK #: 9008248	297.53
WELLS ONE MAR25008668			00	04/07/2025	660-6300-471.23-06	SHERATON HOTEL 3/19-21	CHECK #: 9008248	103.40
WELLS ONE MAR25008669			00	04/07/2025	670-7000-473.23-06	EUCI	CHECK #: 9008248	1,195.00
WELLS ONE MAR25008671			00	04/07/2025	670-7000-473.36-00	SAMSCLUB.COM	CHECK #: 9008248	58.53
WELLS ONE MAR25008672			00	04/07/2025	670-7000-473.36-00	SAMSCLUB.COM	CHECK #: 9008248	69.85
WELLS ONE MAR25008673			00	04/07/2025	670-7000-473.36-00	SAMSCLUB.COM	CHECK #: 9008248	137.07
WELLS ONE MAR25008674			00	04/07/2025	670-7000-473.23-05	91 EXPRESS LANES	CHECK #: 9008248	30.00
WELLS ONE MAR25008675			00	04/07/2025	670-7000-473.36-00	DRI SIGNS	CHECK #: 9008248	111.41
WELLS ONE MAR25008676			00	04/07/2025	670-7000-473.36-00	ULINE	CHECK #: 9008248	133.65
WELLS ONE MAR25008613			00	04/07/2025	675-7020-473.41-46	FOX CINEPLEX IS DPLACE	CHECK #: 9008248	1,520.00
WELLS ONE MAR25008614			00	04/07/2025	675-7020-473.41-46	FOX CINEPLEX IS DPLACE	CHECK #: 9008248	379.50
WELLS ONE MAR25008615			00	04/07/2025	675-7020-473.23-01	PROJECT ENERGY SAVERS	CHECK #: 9008248	1,738.66
WELLS ONE MAR25008616			00	04/07/2025	675-7020-473.23-01	SUPERIOR PROMOS INC	CHECK #: 9008248	2,368.25
WELLS ONE MAR25008618			00	04/07/2025	675-7020-473.41-46	PANERA BREAD 3/4	CHECK #: 9008248	66.81
WELLS ONE MAR25008619			00	04/07/2025	675-7020-473.42-29	THE HOME DEPOT	CHECK #: 9008248	150.72
WELLS ONE MAR25008620			00	04/07/2025	675-7020-473.42-29	HOMEDEPOT.COM	CHECK #: 9008248	1,373.42
WELLS ONE MAR25008621			00	04/07/2025	675-7020-473.42-29	HOMEDEPOT.COM	CHECK #: 9008248	242.28
WELLS ONE MAR25008622			00	04/07/2025	675-7020-473.42-29	HOMEDEPOT.COM	CHECK #: 9008248	374.97
WELLS ONE MAR25008623			00	04/07/2025	675-7020-473.42-29	HOMEDEPOT.COM	CHECK #: 9008248	288.77
WELLS ONE MAR25008624			00	04/07/2025	675-7020-473.41-46	DOLLAR TREE	CHECK #: 9008248	171.26
WELLS ONE MAR25008625			00	04/07/2025	675-7020-473.36-00	SAMS CLUB	CHECK #: 9008248	300.89
WELLS ONE MAR25008626			00	04/07/2025	675-7020-473.41-46	HARBOR FREIGHT TOOLS	CHECK #: 9008248	105.31
WELLS ONE MAR25008627			00	04/07/2025	675-7020-473.23-03	FAST 5 XPRESS	CHECK #: 9008248	39.99
WELLS ONE MAR25008628			00	04/07/2025	675-7020-473.36-00	THE HOME DEPOT	CHECK #: 9008248	16.11
WELLS ONE MAR25008629			00	04/07/2025	675-7020-473.41-46	STARBUCKS STORE	CHECK #: 9008248	100.00
WELLS ONE MAR25008630			00	04/07/2025	675-7020-473.41-46	MARSHALLS	CHECK #: 9008248	168.22

VEND NO / INVOICE NO	SEQ#	VENDOR NAME / VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0004821	00	WELLS FARGO CARD SERVICES INC							
WELLS ONE MAR25008631				00	04/07/2025	675-7020-473.41-46	SMART AND FINAL	CHECK #: 9008248	126.35
WELLS ONE MAR25008632				00	04/07/2025	675-7020-473.41-46	STATER BROS	CHECK #: 9008248	62.08
WELLS ONE MAR25008633				00	04/07/2025	675-7020-473.41-46	ALBERTSONS	CHECK #: 9008248	53.88
WELLS ONE MAR25008634				00	04/07/2025	675-7020-473.41-46	ALBERTSONS	CHECK #: 9008248	6.89
WELLS ONE MAR25008635				00	04/07/2025	675-7020-473.41-46	FOX CINEPLEX IS DPLACE	CHECK #: 9008248	396.00
WELLS ONE MAR25008636				00	04/07/2025	675-7020-473.41-46	APPLE.COM/BILL	CHECK #: 9008248	39.99
WELLS ONE MAR25008637				00	04/07/2025	702-3800-480.38-52	BIG TEX TRAILERS	CHECK #: 9008248	32.31
WELLS ONE MAR25008591				00	04/07/2025	761-3100-480.36-00	COSTCO WHSE	CHECK #: 9008248	74.97
WELLS ONE MAR25008609				00	04/07/2025	810-9700-490.90-59	STATER BROS	CHECK #: 9008248	38.83
WELLS ONE MAR25008610				00	04/07/2025	810-9700-490.90-59	WIENERSCHNITZEL	CHECK #: 9008248	57.22
							VENDOR TOTAL *	.00	50,874.39
							HAND ISSUED TOTAL ***		4,971,889.62
							TOTAL EXPENDITURES ****	.00	4,971,889.62
							GRAND TOTAL **********		4,971,889.62

Payroll

April 2025

Start	End	Date	Description		Check Total
13831	13838	4/4/2025	Warrant Register	$	1,821.14
13839	13846	4/18/2025	Warrant Register	$	1,805.12
TOTALS				**$**	**3,626.26**
	CHECKS USED	**16**			

Dept/Div Activity	Check Payee	Social Security	Check Number	Amount
1900-412	PHILLIPS, JOYCE Y	6549	13831	.00
	CALIF. STATE DISBURSEMENT UNIT		13832	427.38
	TEXAS CHILD SUPPORT SDU		13833	550.62
	FRANCHISE TAX BOARD		13834	125.00
4000-461	GAITER, MARIAH	2531	13835	164.25
	CALIF. STATE DISBURSEMENT UNIT		13836	241.15
4010-461	FLOYD, ANTHONY P	2394	13837	57.51
	CALIF. STATE DISBURSEMENT UNIT		13838	255.23
	Total Checks -		8	1,821.14

Dept/Div Activity	Check Payee	Social Security	Check Number	Amount
1900-412	PHILLIPS, JOYCE Y	6549	13839	.00
	CALIF. STATE DISBURSEMENT UNIT		13840	427.38
	TEXAS CHILD SUPPORT SDU		13841	550.62
	FRANCHISE TAX BOARD		13842	125.00
4000-461	GAITER, MARIAH	2531	13843	148.23
	CALIF. STATE DISBURSEMENT UNIT		13844	241.15
4010-461	FLOYD, ANTHONY P	2394	13845	57.51
	CALIF. STATE DISBURSEMENT UNIT		13846	255.23
	Total Checks -		8	1,805.12

CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Arturo Vela, Acting City Manager**
PREPARED BY:	**Jason Smith,** **Art Vela, Director of Public Works**
MEETING DATE:	**August 26, 2025**
SUBJECT:	**Consideration of Resolution 2025-113, Authorizing the Electric Department to Execute a Lease-to-Own Agreement for One Altec DT85 Digger/Derrick Truck**

RECOMMENDATION:

Adopt Resolution 2025-113.

BACKGROUND:

Banning Electric Utility is a retail electrical energy distribution provider and load serving entity serving approximately 14,000 end-use customers with 15 miles of overhead and underground sub-transmission, six (6) distribution substations, and 129 miles of overhead and underground distribution lines and a host of special equipment and appurtenances requiring a full complement of aerial, digging, and material handling devices. Digger/Derrick vehicles are used for both overhead and underground construction applications. This type of unit is used to auger holes, lift conductors, set poles, lift and set electric equipment such as transformers, capacitor banks, voltage regulators as well as assist in pulling underground cable.

JUSTIFICATION:

Currently the department owns two smaller Digger/Derrick units which were purchased in 2004 and 2006. Both units are near the end of their useful life. Pictures of the oldest unit are attached below. In addition, these smaller units can no longer meet all the needs of the growing physical size of electric utility equipment. Recently, the utility added a steel transmission line which consists of seventy-five (75) foot steel poles. The smaller units cannot safely maneuver the weight, nor can they reach the necessary height to safely replace or work on these large steel poles. Also, the smaller units cannot lift the larger pad mounted transformers which are becoming more common as demand for more power increases. This vehicle purchase will alleviate additional costs and coordination of crane rentals for this type of work and will allow the department to operate and maintain its infrastructure and equipment in a safe and effective manner. The DT85E Digger/Derrick truck specification sheet and quote are attached to this staff report.

FISCAL IMPACT:

The terms of the lease to purchase will be sixty (60) months at a monthly payment of $9,390 including taxes for a total cost of $468,713. Vehicle ownership will belong to the utility upon final payment.

ALTERNATIVES:

Do not adopt the resolution and provide an alternative direction.

BUDGETED?:

Yes

CONTRACT/AGREEMENT:

No

ATTACHMENTS:

1. Resolution_2025-113_Digger_Derrick.docx
2. DT85E-onesheet-web.pdf
3. IMG.UNIT.337.pdf
4. Updated City of Banning 8.14.25.pdf
5. Banning Muni edits FINAL 8-18-2025 (003).docx

RESOLUTION 2025-113

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, APPROVING THE LEASE-TO-OWN PURCHASE OF A 2021 ALTEC DIGGER/ DERRICK ON ROAD HEAVY DUTY TRUCK FOR A TOTAL COST OF $561,959.95.

WHEREAS, the Department of Public Works, Electric Division, currently has a fleet consisting of several work trucks, large pieces of equipment (digger/derricks, bucket trucks, backhoe, etc.) and miscellaneous equipment (air compressors, wire reel trailers, cable pullers, etc.). As part of its fleet, the Electric Division operates digger/derrick trucks almost daily, setting poles, lifting heavy equipment, and trailering cable for installation, and

WHEREAS, the two existing units of this type are considered to be at the end of their useful life and are both undersized for the continued growth of the electric utility infrastructure, and

WHEREAS, staff has identified the availability of a 2021 Altec DT85 Digger/Derrick truck through Sourcewell. Sourcewell, which the City is a member of, provides for cooperative purchasing options resulting in discounted costs; and,

WHEREAS, the terms of the lease to purchase will be sixty (60) months at a monthly payment of $9,366 for purchase cost of $468,713. Financing cost of $93,247.45 for total cost $561,959.95. Vehicle ownership will belong to the utility upon final payment.

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

SECTION 1. The City Council approves the lease-to-own purchase of a 2021 Altec DT85 Digger/Derrick on road heavy duty truck for a total cost of $561,959.95.

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 26th day of August 2025.

Sheri Flynn, Mayor
City of Banning

ATTEST:

Sandra Calderon, Acting Administrative City Clerk
City of Banning

APPROVED AS TO FORM:

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

CERTIFICATION:

I, Sandra Calderon, Acting Administrative City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution 2025-113, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 26th day of August, 2025 by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Sandra Calderon, Acting Administrative City Clerk
City of Banning, California

EXHIBIT A
Lease to Own Agreement



FOR NEW EQUIPMENT SALES, CALL
800.958.2555
TO SPEAK WITH AN ALTEC REPRESENTATIVE
or visit us online at altec.com

Altec®
DIGGER DERRICK

DT85E

Altec E-Series derricks provide a new level of performance, reliability, and safety. E-Series includes a 50 gpm variable displacement piston pump and valve technology that provides superior flow sharing to maximize jobsite efficiency and operator confidence. Servicing Altec's latest generation of derricks is easier than ever with E-Series CAN controls paired with the AXIS Service Interface. Advanced features like digger shift gearbox protection, HOP ramping, and point-of-use station select help to protect both the equipment and operators from common worksite hazards.

FEATURES

- Multi-Lever Control Station Riding Seat with Boom Side Entry
- 360° of Ingress and Egress to the Riding Seat
- Five Function Hydraulic Overload Protection System (HOP) with Ramping
- Integrated Fiberglass 5th Stage Jib, rated to 46 kV and below
- Altec RotaFloat®
- Load-on-Hook System with Integrated Display at Riding Seat
- E-Series Indicator Panel
- Digger Gearbox Shift Protection
- Proportional Hydraulic Pole Guides with Interlocks
- Standard/Low Speed Selector
- Push Button Outrigger Controls with Engine Start/Stop
- Engine Start/Stop at all Control Stations
- 15,000 lb Planetary Turntable Winch with Rope Guides
- Hydraulic Side Load Protection
- 15,000 ft-lbs Digger Motor, Two Speed Hydrasync
- Two Sets of Radial Outriggers
- Dedicated Push-Button Digger Shake
- Altec Insights, 12-months Access

OPTIONS

- Altec Opti-View® Riding Seat
- Outrigger Deploying Steps at Tailshelf
- Radio Remote Derrick Controls with HOP Indication
- Docking Station for Radio Upper Controls
- One-Man, Fiberglass Platform
- Two-Man, Metal Personnel Platform
- 20,000 ft-lbs Digger Motor, Two Speed Hydrasync
- Altec Insights, Lifetime Access

Recommended equipment and additional accessories, available through Altec Supply includes, the AXIS Service Interface Kit, a 5 pound fire extinuisher, triangular reflectors/road flares, fall protection equipment, outrigger pads and 2 inch front/rear receiver hitches.

SPECIFICATIONS

Maximum Lift Capacity	30,000 lb (16,608 kg)
Maximum Lift Capacity at 10 ft	30,000 lb (16,608 kg)
Maximum Fiberglass 5th Stage Jib Capacity	3,000 lb (1,360 kg)
Maximum Sheave Height	91.4 ft (27.9 m)
Maximum Hydraulically Powered Sheave Height	84.5 ft (25.8 m)
Intermediate Boom Extended, Upper Boom Retracted	52.5 ft (16.0 m)
Both Booms Retracted	37.0 ft (11.3 m)
Horizontal Reach from Centerline of Rotation (Both Booms Extended)	82.7 ft (25.2 m)
Intermediate Boom Extended, Upper Boom Retracted	42.9 ft (13.1 m)
Both Booms Fully Retracted	27.1 ft (8.3 m)
Intermediate Boom Extension	15.8 ft (4.8 m)
Upper Boom Extension	16.4 ft (5.0 m)
Digger Radius (min - max)	22.2 ft (6.8 m) – 37.9 ft (11.6 m)
Boom Articulation	-12.5° - 80°
Rotation	Continuous planetary drive

*Based on a 40 in (1016 mm) chassis frame height.



DEPLOYABLE STEPS

Altec's proprietary design allows the steps at the tail shelf to deploy or retracted as the outriggers are raised and lowered; keeping the steps protected while providing best-in-class ingress/egress.



INTEGRATED FIBERGLASS JIB

The 7 ft fiberglass jib is a standard feature which is rated to 46 kV and below and can lift up to 3000 lbs. This jib is integrated into the boom which allows operators to easily deploy it without straining or lifting any weight.



LOAD-ON-HOOK DISPLAY

Exclusive to "E" Series controls, this load-on-hook feature provides real time weight readings of loads applied to the winch rope on the digital display at the riding seat.



For more complete information on Altec products and services, visit us on the web at www.altec.com. Material and specifications are subject to change without notice. Featured units in photos may include optional features. Please contact an Altec representative for all available options. Altec® and the Altec logo are registered trademarks of Altec Inc. in the United States and various other countries and may not be used without permission.

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1HTWJAAR44J091903
7400 6X6
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DATE MFG.
PD LOC - DATE
03-Sep-2003
MADE IN THE UNITED STATES OF AMERICA


Altec
337
CA EXEMPT
1180863

Altec Capital Services
33 Inverness Center Parkway
Suite 200
Birmingham, Alabama 35242

Estimated Finance Quote for

City of Banning

August 14, 2025

Altec DT85E

This Quote is an Estimate Only and Valid for Only 5 days.

nts &/or Rates quoted herein are based on Secured Overnight Financing Rates (SOFR) and subject to change until receipt of a completed signed & executed leas

Altec Capital Services is pleased to offer you financing for all your equipment needs. We are pleased to offer you the following:

DT85E

Purchase Price	Term	Municipal Lease Purchase
$435,000	60	$8,693

Taxes of 7.75%	Term	Municipal Lease Purchase
$33,713	60	$673

Total	Term	Municipal Lease Purchase
$468,713	60	$9,366

- Registration & Titling Fees do apply and are billed separately after processing.
- This quote is subject to satisfactory credit approval.
- Collect First Payment at Signing.

Requirements:

1. **Insurance**: Property damage insurance is required to cover the value of the unit. **A Minimum of $1,000,000 in Auto & General Liability Insurance Required.**

Financing Options:

Municipal Lease Purchase

This lease is to be recognized as a tax-exempt lease purchase. Title to the property passing to the Lessee.
The Municipal Lease is a Financing Tool for Municipal / Tax-Exempt Entities. (if not tax-exempt, this quote d
A Municipal Lease Purchase takes into consideration the yearly renewal and/or non-appropriation clauses.
Level, easy to budget payments that are fixed. A simple method to finance the equipment purcha

ACS Contact Info
ACS Account Manager: Eric McKay
Phone (949) 486-9160
Email: eric.mckay@altec.com

Quote Provided By: JC

Lease Number:

EQUIPMENT LEASE/PURCHASE AGREEMENT

THIS EQUIPMENT LEASE/PURCHASE AGREEMENT ("Agreement") is made as of _____ by and between ALTEC CAPITAL SERVICES, L.L.C. ("Lessor") and CITY OF BANNING ("Lessee").

In consideration of the mutual covenants, terms and conditions hereinafter contained, Lessor hereby agrees to lease to Lessee, and Lessee hereby agrees to lease from Lessor, the property (hereinafter, together with all replacements and accessions thereto, referred to as the "Equipment") generally described in the Preliminary Description of Equipment attached hereto and to be more specifically described in the Certificate of Acceptance, in the form attached, to be executed and delivered pursuant hereto, subject to the terms and conditions set forth herein.

This Agreement is made upon the following terms and conditions:

(1) **TERM.** (a) **Commencement of Term**. This Agreement shall be effective, and the parties' obligations hereunder shall arise, as of the date hereof. The term of lease under this Agreement is for sixty (60) months and shall commence on the date on which the Equipment is accepted by Lessee, as indicated on the Certificate of Acceptance (the "Commencement Date"), and shall terminate on the receipt of the final lease payment from Lessee (such period being hereinafter referred to as the "Original Term"). (b) **Renewal of Term**. Subject to the provisions of Section 10 hereof and sub-part (e) of this Section, the Original Term will be automatically and successively renewed at the end of the Original Term under the same terms and conditions for successive renewal periods ("Renewal Terms"), with the last of such Renewal Terms to end on the last day of the Full Lease Term, as specified on the Schedule of Payments executed by Lessee and attached hereto (the "Schedule"). (c) **Termination of Term**. The term of lease will terminate upon the earliest to occur of any of the following events: (1) The expiration of the Original Term or any Renewal Term and the nonrenewal thereof in accordance with the terms and conditions of this Agreement; (2) The purchase of the Equipment by Lessee under the provisions of Sections 8(c) or 10 of this Agreement; (3) A default by Lessee and Lessor's election to terminate this Agreement under Section 13; or (4) The payment by Lessee of all rental payments to be paid by Lessee hereunder with respect to the Equipment. (d) **Continuation of Lease Term by Lessee.** Lessee intends, subject to the provisions of sub-part (e) of this Section, to continue the term of the lease hereunder through the Original Term and all Renewal Terms for the Full Lease Term and to pay the rental payments hereunder. Lessee reasonably believes that legally available funds in an amount sufficient to make all rental payments for the Full Lease Term can be obtained and further intends to do all things lawfully within its power to obtain and maintain funds from which the rental payments may be made. (e) **Nonappropriation**. In the event sufficient funds are not appropriated for the payment of all rental payments required to be paid in the next succeeding Renewal Term, then Lessee may terminate this Agreement at the end of the Original Term or the then current Renewal Term, as the case may be, and Lessee shall not be obligated to make payment of the rental payments provided for in this Agreement beyond the then current term. Lessee agrees to give notice to Lessor of such termination at least sixty (60) days prior to the end of the then current term or, if nonappropriation has not occurred by that date, promptly upon the occurrence of nonappropriation. If this Agreement is terminated under this sub-part, Lessee agrees, at Lessee's sole cost and expense, peaceably to deliver the Equipment to Lessor at such location as is specified by Lessor, in the condition required by Section 5(b) hereof, on or before the effective date of termination.

(2) **RENTAL PAYMENTS**. (a) **Rental Payments to Constitute a Current Expense of Lessee**. Lessor and Lessee understand and intend that the obligation of Lessee to pay rental payments hereunder shall constitute a current expense of Lessee and shall not in any way be construed to be a debt of Lessee in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by Lessee, nor shall anything contained herein constitute a pledge of the general tax revenues, funds or monies of Lessee. (b) **Payment of Rental Payments**. Lessee shall pay rental payments exclusively from legally available funds, in lawful money of the United States of America, to Lessor in the amounts and on the rental payment due dates set forth in the Schedule without notice. In the event that any rental payment is not received by Lessor on or before the due date therefor, Lessee agrees to pay a late charge determined on the basis of accrued interest on the delinquent amount at the rate of one percent (1%) per month (or, if such rate is in excess of the maximum rate permitted by law, the maximum rate permitted by law) from the date of delinquency to the date that the rental payment is received by Lessor. (c) **Interest and Principal Components**. As set forth in the Schedule, a portion of each rental payment is paid as, and represents payment of, interest, and the balance of each rental payment is paid as, and represents payment of, principal. (d) **Rental Payments to be**

Unconditional. The obligation of Lessee to make rental payments hereunder, and to perform and observe the covenants and agreements contained in this Agreement, shall be absolute and unconditional in all events, except as expressly provided in this Agreement. Lessee shall not assert any right of setoff, counterclaim, or abatement against its obligations hereunder, including (without limitation) by reason of equipment failure, disputes with the vendor(s) or manufacturer(s) of the Equipment or Lessor, accident or any unforeseen circumstances.

(3) **REPRESENTATIONS AND COVENANTS OF LESSEE**. Lessee represents, covenants and warrants to Lessor as follows:(a) Lessee is a state or political subdivision thereof within the meaning of Section 103(c) of the Internal Revenue Code of 1986, as amended, (the "Code") and will do or cause to be done all things necessary to preserve and keep in full force and effect its existence as such. (b) Lessee is authorized under the Constitution and laws of the state of to enter into this Agreement and the transactions contemplated hereby and to perform all of its obligations hereunder. (c) Lessee's name as indicated in the opening paragraph and on the signature page of this Agreement is its true, correct, and complete legal name. (d) As evidenced by an attachment hereto, the execution and delivery of this Agreement by or on behalf of Lessee has been duly authorized by all necessary action of the governing body of Lessee, and Lessee has obtained such other approvals and consents as are necessary to consummate this Agreement. Lessee further represents, covenants and warrants that all requirements have been met, and procedures have occurred, necessary to ensure the enforceability of this Agreement against Lessee, and that Lessee has complied with such public bidding requirements as may be applicable to this Agreement and the acquisition of the Equipment by Lessee hereunder. (e) Lessee shall cause to be executed and attached hereto an incumbency certificate and an opinion of its counsel in form and substance satisfactory to Lessor. (f) Lessee has determined that a present need exists for the Equipment which need is not temporary or expected to diminish in the near future. The Equipment is essential to and will be used by Lessee only for the purpose of performing one or more governmental functions of Lessee consistent with the permissible scope of Lessee's authority and will not be used in a trade or business of any person or entity. Lessee shall cause to be executed and attached hereto an Essential Use of Equipment Letter in form and substance satisfactory to Lessor. (g) Within one hundred fifty (150) days of the end of each fiscal year of Lessee during the term hereof, Lessee shall provide Lessor with a copy of its audited financial statements for such fiscal year. Additionally, Lessee shall provide Lessor with budgets, proof of appropriation for the ensuing fiscal year and such other financial information relating to the ability of Lessee to continue this Agreement as may reasonably be requested by Lessor. (h) The Equipment is, and shall remain during the period this Agreement is in force, personal property and when subject to use by Lessee under this Agreement will not be or become fixtures. (i) Lessee acknowledges that Lessor is acting only as a financing source with respect to the Equipment, which has been selected by Lessee. (j) Lessee will promptly and duly execute and deliver to Lessor such further documents, instruments and assurances and take such further action as Lessor may from time to time reasonably request in order to carry out the intent and purpose of this Agreement and to establish and protect the rights and remedies created or intended to be created in favor of Lessor hereunder.

(4) **TITLE TO EQUIPMENT; SECURITY INTEREST**. (a) **Title to the Equipment**. During the term of this Agreement, title to the Equipment shall vest in Lessee, subject to the rights of Lessor under this Agreement. In the event of a default as set forth in Section 13 hereof or nonappropriation as set forth in Section 1(e) hereof, title shall immediately vest in Lessor. (b) **Security Interest**. To secure the prompt payment and performance as and when due of all of Lessee's obligations under this Agreement, Lessee hereby grants to Lessor a first priority security interest in the Equipment, all replacements, substitutions, accessions and proceeds (cash and non-cash), including the proceeds of all insurance policies, thereof. Lessee agrees that with respect to the Equipment Lessor shall have all of the rights and remedies of a secured party under the Uniform Commercial Code as in effect in . Lessee may not dispose of any item of the Equipment without the prior written consent of Lessor, notwithstanding the fact that proceeds constitute a part of the Equipment.

(5) **USE AND MAINTENANCE**. (a) **Use**. Lessee shall use the Equipment solely for the purpose of performing one or more governmental functions of Lessee and in a careful, proper and lawful manner consistent with the requirements of all applicable insurance policies relating to the Equipment. Lessee will not change the location of any items of the Equipment as specified in the applicable Certificate of Acceptance without the prior written consent of Lessor, which consent shall not be unreasonably withheld. Lessee shall not attach or incorporate the Equipment to or in any other item of equipment in such a manner that the Equipment becomes or may be deemed to have become an accession to or a part of such other item of equipment. (b) **Maintenance**. Lessee, at its own expense, will keep and maintain, or cause to be kept and maintained, the Equipment in as good operating condition as when delivered to Lessee hereunder, ordinary wear and tear resulting from proper use thereof alone excepted, and will provide all maintenance and service and make all repairs reasonably necessary for such purpose. All replacement parts and accessions shall be free and clear of all liens, encumbrances or rights of others and have a value and utility at least equal to the parts or accessions replaced. Lessee shall not make any material alterations to the Equipment without the prior written consent of Lessor, which consent shall not be unreasonably withheld. All additions to the Equipment which are essential to its operation, or which cannot be detached without materially interfering with such operation or adversely affecting the Equipment's value and utility, shall immediately be deemed incorporated in the Equipment and subject to the terms of this Agreement as if originally leased hereunder, and subject to the security interest of Lessor. Upon reasonable advance notice, Lessor shall have the right to inspect the Equipment and all maintenance records with respect thereto, if any, at any reasonable time during normal business hours.

Additional Provisions for Vehicles. As to any Equipment leased hereunder that constitutes motor vehicles ("Vehicles"), you further covenant and agree as follows:

(a) You shall, at your own expense, obtain in our name all registration plates and other plates, permits inspections or licenses required to be obtained in connection with the Vehicles, or related to their operation and use except for the initial registration plates which we obtain at your expense. We shall issue to you, for such purpose, appropriate limited powers of attorney or such other authority as may be necessary. You shall not, without our prior written consent, permit any Vehicle to be located in a state other than the state in which such Vehicle is then titled for any continuous period of time that would subject such Vehicle to the titling or registration laws of such other state. **YOU AGREE THAT NO VEHICLE SHALL BE USED TO TRANSPORT PERSONS FOR HIRE OR HAZARDOUS SUBSTANCES.**

(b) At any time that you are required to return the Vehicle to us, you shall, at your expense, deliver the Vehicle to the nearest Altec facility within the United States which we specify.

(c) Each Vehicle shall not have more than the average miles per year recorded on its odometer than the mileage specified for the selected Lease Term for each vehicle type and specific model as detailed on the Supplement (or, if no mileage is specified in the Supplement, each Vehicle shall not have more than twelve thousand (12,000) miles per year for each year of the applicable Lease Term) and you shall pay us, at the time of Vehicle surrender, an excess mileage charge equal to $.35 per mile for each mile exceeding specified mileage

(d) Ensure all Equipment and equipment operations conform to all applicable local, state, and Federal laws, health and safety guidelines. Upon return, the Equipment will be complete and operational with all components as originally supplied and will have passed D.O.T. inspections, or other appropriate agency or association requirements for operation. If applicable, an inspection sticker or certificate will be furnished to Lessor verifying compliance with any regulatory requirements. Lessee shall satisfy all legal and regulatory conditions necessary for Lessor to sell or lease the Equipment to a third party. Lessee will keep all licenses and operating certificates required for operation of the Equipment current during the term of the Lease. Lessee will at all times use the Equipment in compliance with all applicable laws and regulations of any governmental, local and regulatory agency;

(e).Provide safe, secure storage for the Equipment for one-hundred and eighty (180) days after expiration or earlier termination of the Lease at not more than three (3) location (s) selected by Lessor;

(f) Take such action as may be required so that, upon return, each unit of Equipment must meet all of its manufacturer's specifications for performance under full-rated loads and all of the following conditions:

1). Tires: All tires shall be of the same type (original size) and manufacturer (i.e. matched) and have a minimum of fifty (50) percent remaining tread life. All front tires shall be original casing with no crossed lugs, rear tires may be either original casings or first time recapped tires and no tire shall exhibit or have flat or bald spots, dry rot, exposed cord or cuts in sidewall;

2). Any time or life-limited components including, but not limited to, power train assembly, transmissions, converters, generators, axles, wheels, pumps or other parts shall have at least fifty (50%) percent useful life remaining before the manufacturer's next recommended major overhaul, rebuild, calibration or replacement as recommended by the manufacturer and/or published in standard maintenance manuals;

3). Mechanical Power Train: Each unit of Equipment shall have passed a dynamometer test, road test and oil analysis, each conducted not more than sixty- (60) days prior to the return of the equipment, the test results shall have been provided to Lessor not more than two- (2) weeks after each test has been conducted and not less than two- (2) weeks prior to the return of the Equipment and the tests and test results shall have been reasonably acceptable to the Lessor. The engine must have at least 50% remaining mileage until the next manufacturer's scheduled "in-frame" overhaul, there shall be no cracked cylinder heads or engine blocks, the wheel horsepower must be within 80% - 85% of the rated flywheel horsepower without excess blow-by, exhaust system leakage or oil leakage and must meet current smoke emission standards. The transmission and rear axles shall be capable of pulling loads to their full rated capacity, there shall be no transmission, drive axle or wheel hub oil leaks and there shall be no "slipping" or "grabbing" clutch. Cooling and lubrication systems shall not be contaminated and there shall be no leaking between systems, no battery shall have any dead cell, cracked case or be inoperative;

4). Service Body/Digger Derrick: Lessee will ensure that the Equipment will be mechanically and structurally sound, no bowed sections, free of cracks, bends or warping that impacts the Fair Market Value and marketability of the Equipment and is capable of performing the functions for which the Equipment was originally designed. Ensure all safety equipment, covers and guards, parts and components must be in-place and operational. No safety features shall be bypassed or disconnected. All body parts shall be intact with no tears or dents in metal. Service bodies to be free of dents (or cracks on fiberglass components) or damages over $50.00, normal wear and tear excepted. Sheet metal must be complete. All cooling, heating and lubrication systems shall not be contaminated and there shall be no leaks or leakage between systems. All gauges, indicators and controls will be in good conditions, plastic or glass coverings intact, clear and all will be in good working order. No battery shall have any dead cells, cracked case be inoperative or unable to be charged. All internal fluids, such as lube oil and hydraulic fluids, are to be filled to operating levels and all filler caps are to be secured. Digger/Derrick boom, hydraulic cylinders and all accessories and attachments shall be free of damage and capable of performing to their maximum operational designs. All drive axles and non-drive axles are to be fully functional with no slipping, grinding or grabbing, and the Equipment shall be operational in all gears, forward and reverse. If during such inspection, the authorized inspector finds any of the material or workmanship to be defective or the Equipment not meeting or exceeding the manufacturer's operating requirements, Lessee, at lessee's cost, shall repair or replace the material or defective workmanship utilizing manufacturer approved components and in accordance with the manufacturer's recommendations. After corrective measures are completed, lessee, at Lessee's cost will provide for a follow-up inspection of the Equipment by the authorized inspector as outlined in this paragraph;

5). General Condition: With respect to each unit, there must be no structural or mechanical damage; no glass shall be broken, chipped or cracked; no upholstery shall have any cuts, tears or burn marks. All rust or corrosion must be treated in a manner consistent with standard industry practices. All Equipment must have a good overall appearance and no material damage. The Equipment shall be cleaned (internal and external), free of rust and corrosion with no missing or damaged parts. Upon return, all commercial logos, advertising, graffiti, insignias and lettering shall be removed and repaired in a workmanlike manner so as to not damage the Equipment. Manufacturer's identity plates and markings shall not be removed. With respect to each unit, the total cost of necessary repairs for damage or other related costs necessary to place the Equipment in such condition as to be in complete compliance with this Lease may not exceed $150.00;

6). Documents and Records: Written records of scheduled and other maintenance and repair work done shall be kept, dated, and signed by the appropriate authority. A service history or log will be maintained during the Lease term and a copy provided to Lessor upon request during the term of the Lease, or at Lease termination. All maintenance records, maintenance record jackets, repair jackets, repair orders, license plates, registration certificates and all other similar documents, in their entirety, must be returned to Lessor;

7). Brakes: Brake drums, linings and other brake components shall not be cracked and shall not exceed manufacturers' recommended wear limits. Brake linings shall have fifty (50) percent remaining wear;

8). Maintenance: Lessee shall strictly follow the manufacturer's recommended maintenance and service schedule, as required to validate any warranty, at Lessee's sole cost and expense. Any maintenance or repair work shall comply with the guidelines and procedures as specified by the manufacturers of the equipment and in accordance with standards in the industry. Lessee will use only original manufacturer's approved replacement parts and components in the performance or any maintenance and repair of the Equipment. Lessee will at all times maintain the Equipment in good operational condition and appearance;

9). Use: Lessee guarantees that the Equipment will not be or have been operated beyond the rated capacity as certified by the manufacturer at any time during the Lease term. Lessee will not discriminate in the use of the Equipment from any other similar equipment in its fleet;

10). Alterations: Lessee will not modify the Equipment without the prior written approval of Lessor. In any event, Lessee will not make any modifications or alterations that would impair the Equipment's use, value, marketability or manufacturer's warranty and recommendations. Lessee will not make any alterations to the Equipment that would damage or restrict the use of the Equipment from its initial use and design and that cannot be removed without damage to the unit. Changes, modifications or additions to the Equipment mandated by Federal or state authorities will be completed by Lessee and become property of Lessor;

11). Not more than ninety- (90) days prior to return of Equipment, during regular working hours, Lessee must make the Equipment available to allow Lessor or Lessor's agent to conduct an in-depth physical inspection. Any part, component or function found not to be within the manufacturer's tolerances and operational specifications, including but not limited to engines, transmissions, clutches, drive trains, and rear axles, will be replaced or brought within those tolerances and specifications to the satisfaction of Lessor. Testing with necessary reconditioning to meet the return conditions are to be provided to Lessor two (2) weeks prior to the return of the equipment. Lessee shall obtain written certification from the manufacturers or their authorized representative that the Equipment has been returned in accordance with the terms set forth herein;

(6) **FEES; TAXES; OTHER GOVERNMENTAL AND UTILITY CHARGES; LIENS**. (a) **Fees**. Lessee shall be liable to reimburse Lessor for, and agrees to hold Lessor harmless from, all titling, recordation, documentary stamp and other fees arising at any time during the Full Lease Term. (b) **Taxes, Other Governmental Charges and Utility Charges.** The parties contemplate that the Equipment will be used for a governmental purpose of Lessee and that the Equipment will be exempt from all taxes presently assessed and levied with respect to personal property. In the event that the use, possession or acquisition of the Equipment is found to be subject to taxation in any form (except for net income taxes of Lessor), Lessee will pay, as the same come due, all taxes and governmental charges of any kind whatsoever that may at any time be lawfully assessed or levied during the Full Lease Term against or with respect to the Equipment, as well as all utility and other charges incurred in the operation and use of the Equipment. (c) **Liens**. Lessee shall keep the Equipment free and clear of all liens, levies and encumbrances, except those created under this Agreement.

(7) **INSURANCE.** (a) **Casualty Insurance**. At its own expense, Lessee shall keep the Equipment insured against loss or damage due to fire and the risks normally included in extended coverage, malicious mischief and vandalism, for not less than the Full Insurable Value of the Equipment. As used herein, "Full Insurable Value" means the full replacement value of the Equipment or the Prepayment Amount applicable to the immediately preceding rental payment due date as designated on the Schedule, whichever is greater. All insurance for loss or damage shall provide that losses, if any, shall be payable to Lessor and Lessee, as their interests may appear, and Lessee shall utilize its best efforts to have all checks relating to any losses delivered promptly to Lessor. If Lessee insures similar properties against casualty loss by self-insurance, with Lessor's prior consent Lessee may satisfy its obligations with respect to casualty insurance hereunder by means of a self-insurance fund reasonably acceptable to Lessor. The Net Proceeds of the insurance required hereby shall be applied as provided in Section 8 hereof. As used herein, "Net Proceeds" means the amount remaining from the gross proceeds of any insurance claim or condemnation award after deduction of all expenses (including attorneys' fees) incurred in the collection of such claim or award. (b) **Liability Insurance**. Lessee shall also carry public liability insurance, both personal injury and property damage, covering the Equipment in an amount as Lessor may from time to time reasonably require on notice to Lessee. Lessor shall be named as an additional insured with respect to all such liability insurance. With Lessor's prior consent, Lessee may satisfy its obligations with respect to liability insurance hereunder by maintaining a funded self-insurance plan. (c) **Worker's Compensation**. Lessee shall carry worker's compensation insurance covering all employees working on, in, near or about the Equipment, or demonstrate to the satisfaction of Lessor that adequate self-insurance is provided, and shall require any other person or entity working on, in, near or about the Equipment to carry such coverage throughout the Full Lease Term. (d) **General Requirements**. All insurance required under this Section 7 shall be in form and amount and with companies reasonably satisfactory to Lessor except as otherwise expressly provided herein. Lessee shall pay the premiums therefor and deliver to Lessor the policies of insurance or duplicates thereof, or other evidence satisfactory to Lessor of such insurance coverage, annually throughout the Full Lease Term. Each insurer shall agree, by endorsement upon the policy or policies issued by it or by independent instrument furnished to Lessor, that (a) it will give Lessor thirty (30) days' prior written notice of the effective date of any material alteration or cancellation of such policy;

and (b) insurance as to the interest of any named additional insured or loss payee other than Lessee shall not be invalidated by any actions, inactions, breach of warranty or conditions or negligence of Lessee with respect to such policy or policies.

(8) **RISK OF LOSS; DAMAGE, DESTRUCTION AND CONDEMNATION; USE OF NET PROCEEDS.** (a) **Risk of Loss**. Lessee assumes all risk of loss of or damage to the Equipment from any cause whatsoever, and no such loss of or damage to Equipment or unfitness or obsolescence thereof, shall relieve Lessee of its obligation to make rental payments or perform any other obligations hereunder. Notwithstanding any other provision of this Agreement, Lessee will not be obligated to make any rental payments or other obligations if the Equipment is found to be defective. (b) **Damage, Destruction and Condemnation**. If prior to the termination of the Full Lease Term (1) the Equipment or any portion thereof is destroyed (in whole or in part) or is damaged by fire or other casualty; or (2) title to, or the temporary use of, the Equipment or any part thereof or the estate of Lessee or Lessor in the Equipment or any part thereof shall be taken under the exercise of the power of eminent domain by any governmental body or by any person, firm or corporation acting under governmental authority; Lessee and Lessor will cause the Net Proceeds of any insurance claim or condemnation award to be applied to Lessee's obligations pursuant to sub-part (c) of this Section. (c) **Use of Net Proceeds**. Provided the Equipment is not deemed to be a total loss, Lessee shall, at its expense (subject to application of the Net Proceeds), cause the prompt repair, replacement or restoration of the affected Equipment. In the event that the Equipment is totally destroyed or damaged and Lessee is unable to make arrangements satisfactory to Lessor for the prompt replacement thereof, Lessee shall pay to Lessor, on the rental payment due date next succeeding the date of such loss, the Prepayment Amount applicable to such rental payment due date plus the rental payment due on such date and any other amounts then payable by Lessee hereunder. Upon such payment, the term of the lease and the security interest of Lessor in the Equipment shall terminate, and Lessee will acquire full and unencumbered title to the Equipment as provided in Section 10 hereof. If Lessee is not then in default hereunder, any portion of the Net Proceeds in excess of the amount required to pay in full Lessee's obligations as set forth in this sub-part (c) shall be for the account of Lessee. Lessee agrees that if the Net Proceeds are insufficient to pay in full Lessee's obligations as set forth in this sub-part (c), Lessee shall make such payments to the extent of any deficiency.

(9) **DISCLAIMER OF WARRANTIES. LESSOR, NOT BEING A SELLER (AS SUCH TERM IS DEFINED IN THE UNIFORM COMMERCIAL CODE), NOR A SELLER'S AGENT, HEREBY EXPRESSLY DISCLAIMS AND MAKES TO LESSEE NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO: THE FITNESS FOR USE, DESIGN OR CONDITION OF THE EQUIPMENT; THE QUALITY OR CAPACITY OF THE EQUIPMENT; THE WORKMANSHIP IN THE EQUIPMENT; THAT THE EQUIPMENT WILL SATISFY THE REQUIREMENTS OF ANY LAW, RULE, SPECIFICATION OR CONTRACT PERTAINING THERETO; AND ANY GUARANTY OR WARRANTY AGAINST PATENT INFRINGEMENT OR LATENT DEFECTS**, it being agreed that all such risks, as between Lessor and Lessee, are to be borne by Lessee. Lessor is not responsible or liable for any direct, indirect, incidental or consequential damage to or losses resulting from the installation, operation or use of the Equipment or any products manufactured thereby. All assignable warranties made by the vendor(s) or manufacturer(s) to Lessor are hereby assigned to Lessee for and during the Full Lease Term and Lessee agrees to resolve all such claims directly with the vendor(s) or manufacturer(s). Provided that Lessee is not then in default hereunder, Lessor shall cooperate fully with Lessee with respect to the resolution of such claims, in good faith and by appropriate proceedings at Lessee's expense. Any such claim shall not affect in any manner the unconditional obligation of Lessee to make rental payments hereunder.

(10) **PURCHASE OF EQUIPMENT BY LESSEE/PREPAYMENT**. Provided that Lessee is not then in default under this Agreement, this Agreement will terminate, the security interest of Lessor in the Equipment will be terminated, and Lessee will acquire title to the Equipment free and clear of all liens and encumbrances created by, or arising through or under, Lessor: (a) at the end of the Full Lease Term, upon payment in full of all rental payments and other amounts payable by Lessee hereunder for the Full Lease Term; or(b)on any rental payment due date, upon payment by Lessee of the then applicable Prepayment Amount as set forth on the Schedule plus the rental payment due on such date and all other amounts then due by Lessee hereunder, provided Lessee shall have given Lessor not less than thirty (30) days' prior notice of its intent to make such payment.

(11) **QUIET POSSESSION**. Lessor represents and covenants to Lessee that Lessor has full authority to enter into this Agreement, and that, conditioned upon Lessee performing all of the covenants and conditions hereof, as to claims of Lessor or persons claiming under Lessor, Lessee shall peaceably and quietly hold, possess and use the Equipment during the term of this Agreement subject to the terms and provisions hereof.

(12) **ASSIGNMENT; SUBLEASING; INDEMNIFICATION**. (a) **Assignment by Lessor.** This Agreement, and the rights of Lessor hereunder and in and to the Equipment and the Schedule, may be assigned and reassigned in whole or in part to one or more assignees by Lessor or its assignees at any time without the necessity of obtaining the consent of Lessee; provided, however should such assignment include the assignment of servicing, no such assignment or reassignment shall be effective unless and until Lessee shall have been given written notice of assignment disclosing the name and address of the assignee or its agent authorized to receive payments and otherwise service this Agreement on its behalf. Upon receipt of notice of assignment, Lessee agrees to record the same in records maintained for such purpose,

and further, to make all payments as designated in the assignment, notwithstanding any claim, defense, setoff or counterclaim whatsoever (whether arising from a breach of this Agreement or otherwise) that Lessee may from time to time have against Lessor or Lessor's assignees. Lessee agrees to execute all documents, including acknowledgments of assignment, which may reasonably be requested by Lessor or its assignees to protect their interests in the Equipment and in this Agreement. (b) **No Sale, Assignment or Subleasing by Lessee**. This Agreement and the interest of Lessee in the Equipment may not be sold, assigned, sublet or encumbered by Lessee without the prior written consent of Lessor. (c) **Release and Indemnification Covenants**. To the extent permitted by the laws and Constitution of the state of Lessee hereby assumes and agrees to indemnify, protect, save and keep harmless Lessor, its agents and employees, from and against any and all losses, damages, injuries, claims, demands and expenses, including legal expenses, of whatsoever kind and nature, arising on account of (1) the ordering, acquisition, delivery, installation or rejection of the Equipment; (2) the possession, maintenance, use, condition (including without limitation, latent and other defects whether or not discoverable by Lessor or Lessee, any claim in tort, including actions for strict liability, and any claim for patent, trademark or copyright infringement) or operation of any item of the Equipment (by whomsoever used or operated); or (3) the loss, damage, destruction, removal, return, surrender, sale or other disposition of the Equipment, or any item thereof. It is understood and agreed, however, that Lessor shall give Lessee prompt notice of any claim or liability hereby indemnified against and that Lessee shall be entitled to control the defense thereof, so long as Lessee is not in default hereunder. Lessee will not indemnify, defend or hold harmless Lessor as set forth above for liability attributable to the negligence or willful misconduct of Lessor.

Lessor shall indemnify, defend, and hold harmless Lessee, its officers, employees, agents, successors, and assigns from and against any and all claims, liabilities, damages, losses, costs, and expenses (including reasonable attorneys' fees and court costs) arising out of or related to: (1) the negligence or willful misconduct of Lessor or any of its agents, employees, contractors, or representatives; or, (2) the breach of any representation, warranty, covenant, or other provision of this Agreement by Lessor;. This indemnity shall not apply to any claims, liabilities, or damages to the extent caused by the negligence or willful misconduct of the Lessee. The obligations of Lessor under this section shall survive the expiration or termination of this Agreement."

(13) **EVENTS OF DEFAULT AND REMEDIES**. (a) **Events of Default**. The following shall be "events of default" under this Agreement and the terms "event of default" and "default" shall mean, whenever they are used in this Agreement, any one or more of the following events: (1) failure by Lessee to pay any rental payment or other payment required to be paid hereunder within five (5) days of the due date therefor; or(2) failure by Lessee to observe and perform any other covenant, condition or agreement on its part to be observed or performed hereunder and such failure shall continue unremedied for a period of thirty (30) days after written notice specifying such failure and requesting that it be remedied, unless Lessor shall agree in writing to an extension of such time prior to its expiration; or(3)any certificate, statement, representation, warranty or audit contained herein or heretofore or hereafter furnished with respect hereto by or on behalf of Lessee proving to have been false in any material respect at the time as of which the facts therein set forth were stated or certified, or having omitted any substantial contingent or unliquidated liability or claim against Lessee; or (4) commencement by Lessee of a case or proceeding under the Federal bankruptcy laws or filing by Lessee of any petition or answer seeking relief under any existing or future bankruptcy, insolvency or other similar laws or an answer admitting or not contesting the material allegations of a petition filed against Lessee in any such proceeding; or(5)a petition against Lessee in a proceeding under any existing or future bankruptcy, insolvency or other similar laws shall be filed and not withdrawn or dismissed within sixty (60) days thereafter; or (6) an attachment, levy or execution is levied upon or against the Equipment or any item thereof. (b) **Remedies on Default**. Whenever any event of default shall have occurred and be continuing, Lessor shall have the right, at its sole option without any further demand or notice, to exercise any one or more of the following remedies:(1)with or without terminating this Agreement, retake possession of the Equipment or items thereof and sell, lease or sublease items of the Equipment for the account of Lessee, with the net amount of all proceeds received by Lessor to be applied to Lessee's obligations hereunder including, but not limited to, all payments due and to become due during the Full Lease Term, holding Lessee liable for the excess (if any) of (i) the rental payments payable by Lessee hereunder to the end of the Original Term or then current Renewal Term (whichever is applicable) and any other amounts then payable by Lessee hereunder (including but not limited to attorneys' fees, expenses and costs of repossession), over (ii) the net purchase price or rent and other amounts paid by a purchaser, lessee or sublessee of the Equipment pursuant to such sale, lease or sublease, provided that the excess (if any) of such amounts over the Prepayment Amount applicable to the last rental payment due date of the Original Term or Renewal Term (whichever is applicable) and the amounts referred to in clause (i) shall be paid to Lessee; (2) require Lessee at Lessee's risk and expense promptly to return the Equipment to Lessor in the manner and in the condition set forth in Section 5(b) hereof at such location as is specified by Lessor;(3)if Lessor is unable to repossess the Equipment for any reason, the Equipment shall be deemed a total loss and Lessee shall pay to Lessor the amount due pursuant to Section 8 hereof; and(4)exercise any other right, remedy or privilege which may be available to it under applicable laws of or any other applicable law or proceed by appropriate court action to enforce the terms of this Agreement, to recover damages for the breach of this Agreement, or to rescind this Agreement as to the Equipment. In addition, Lessee will remain liable for all legal fees and other costs and expenses, including court costs, incurred by Lessor with respect to the enforcement of any of the remedies listed above or any other remedy available to Lessor. (c) No Remedy Exclusive. No remedy herein conferred upon or reserved to Lessor is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity. Lessor's remedies hereunder may be exercised separately with respect to items of the Equipment. No delay or omission to exercise any right or power accruing upon any default shall

impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

(14) **TAX COVENANTS**.(a)The parties assume that Lessor can exclude the interest component of the rental payments from federal gross income. Lessee covenants and agrees that it will (i) use a book entry system to register the owner of this Agreement so as to meet the applicable requirements of Section 149(a)(3) of the Code; (ii) timely file an IRS Form 8038-G (or, if the invoice price of the Equipment is less than $100,000, a Form 8038-GC) with the Internal Revenue Service ("IRS") in accordance with Section 149(e) of the Code; (iii) not permit the Equipment to be directly or indirectly used for a private business use within the meaning of Section 141 of the Code including, without limitation, use by private persons or entities pursuant to contractual arrangements which do not satisfy the IRS' guidelines for permitted management contracts, as the same may be amended from time to time; (iv) comply with all provisions and regulations applicable to excluding the interest component of the rental payments from federal gross income pursuant to Section 103 of the Code; and (v) cause to be completed, executed and delivered to Lessor a Tax Compliance Agreement and No Arbitrage Certificate substantially in the form provided by Lessor.(b)If Lessor either (i) receives notice, in any form, from the Internal Revenue Service; or (ii) reasonably determines, based on an opinion of independent tax counsel selected by Lessor and approved by Lessee, which approval Lessee shall not unreasonably withhold, that Lessor may not exclude the interest component of any rental payment from federal gross income because Lessee breached a covenant contained herein, then Lessee shall pay to Lessor, within thirty (30) days after Lessor notifies Lessee of such determination, the amount which, with respect to rental payments previously paid and taking into account all penalties, fines, interest and additions to tax (including all federal, state and local taxes imposed on the interest component of all rental payments due through the date of such event) that are imposed on Lessor as a result of the loss of the exclusion, will restore to Lessor the same after-tax yield on the transaction evidenced by this Agreement (assuming tax at the highest marginal corporate tax rate) that it would have realized had the exclusion not been lost. Additionally, Lessee agrees that upon the occurrence of such an event, it shall pay additional rent to Lessor on each succeeding rental payment due date in such amount as will maintain such after-tax yield to Lessor.(c)Lessee has not issued, and reasonably anticipates that it and its subordinate entities will not issue, tax-exempt obligations (including this Agreement) in the amount of more than $10,000,000 during the current calendar year; hereby designates this Agreement as a "qualified tax-exempt obligation" within the meaning of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended (the "Code"); and agrees that it and its subordinate entities will not designate more than $10,000,000 of their obligations as "qualified tax-exempt obligations" during the current calendar year.

(15) **LESSOR'S RIGHT TO PERFORM FOR LESSEE.** If Lessee fails to perform or comply with any of its agreements contained herein, Lessor shall have the right, but shall not be obligated, to effect such performance or compliance, and the amount of any out of pocket expenses and other reasonable expenses of Lessor incurred in connection with the performance of or compliance with such agreement, together with interest thereon at the rate of twelve percent (12%) per annum (or, if such rate is in excess of the maximum rate permitted by law, the maximum rate permitted by law), shall be payable by Lessee upon demand. Within ten (10) days of receipt, Lessee shall execute, endorse and deliver to Lessor any deed, conveyance, assignment or other instrument in writing as may be required to vest in Lessor any right, title or power which by the terms hereof are expressed to be conveyed or conferred upon Lessor, including, without limitation: (a) Uniform Commercial Code financing statements (including continuation statements), real property waivers; (b) documents and checks or drafts relating to or received in payment for any loss or damage under the policies of insurance required by the provisions of Section 7 hereof to the extent that the same relate to the Equipment; and (c) upon default or nonappropriation or times thereafter as Lessor in its sole and absolute discretion may determine, any bill of sale, document, instrument, invoice, freight bill, bill of lading or similar document relating to the Equipment in order to vest title in Lessor and transfer possession to Lessor. Further, to the extent permitted by law, Lessee appoints Lessor as its attorney-in-fact for the limited purpose of, and with the full authority to, execute and file Uniform Commercial Code financing statements (including continuation statements) in the name and on behalf of Lessor, and agrees that photocopies of originally executed Uniform Commercial Code financing statements (including continuation statements) may be filed in the appropriate recordation offices as originals. In addition, the Lessee hereby authorizes the Lessor to prepare and file Uniform Commercial Code financing statements (including continuation statements) naming Lessee as debtor and Lessor as secured party without the signature of the Lessee to the extent permitted by law.

(16) **MISCELLANEOUS**. (a) **Notices**. All notices (excluding billings and communications in the ordinary course of business) hereunder shall be in writing, and shall be sufficiently given and served upon the other party if delivered (i) personally, (ii) by United States registered or certified mail, return receipt requested, postage prepaid, (iii) by an overnight delivery by a service such as Federal Express or Express Mail from which written confirmation of overnight delivery is available; or (iv) by facsimile with a confirmation copy by regular United States mail, postage prepaid, addressed to the other party at its respective address stated below the signature of such party or at such other address as such party shall from time to time designate in writing to the other party, and shall be effective from the date of mailing. (b) **Binding Effect**. This Agreement shall inure to the benefit of and shall be binding upon Lessor and Lessee and their respective successors and assigns. (c) **Severability; Survival**. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. To the extent permitted by applicable law, Lessee hereby waives any provision of law which renders any provision hereof prohibited or

unenforceable in any respect. The representations, warranties and covenants of Lessee herein shall be deemed to be continuing and to survive the closing hereunder. Each execution by Lessee of a Certificate of Acceptance shall be deemed a reaffirmation and warranty that there have been no material adverse change in the financial condition of Lessee from the date of execution hereof. The obligations of Lessee under Sections 1(e), 6, 12(c) and 14, which accrue during the term of this Agreement, shall survive the termination of this Agreement. (d) **Execution in Counterparts**. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. (e) **Applicable Law**. This Agreement is made, entered into and shall be performed in the County of Riverside in the State of California and shall in all respects be interpreted, enforced and governed under the laws of the State of California. The parties agree that the venue in any litigation, arbitration or dispute resolution between them shall be in Riverside County, California. This Agreement shall be governed by and construed in accordance with the laws of the state of (f) TO THE EXTENT PERMITTED BY APPLICABLE LAW, LESSOR AND LESSEE EACH WAIVE ANY AND ALL RIGHTS TO A TRIAL BY JURY TO ANY ACTION, CLAIM OR SUIT ARISING OUT OF, RELATING TO, OR BROUGHT IN CONNECTION WITH THIS LEASE. (g) **Captions**. The captions in this Agreement are for convenience of reference only and shall not define or limit any of the terms or provisions hereof. (h) **Entire Agreement**. This Agreement constitutes the entire agreement between Lessor and Lessee. No waiver, consent, modification or change of terms of this Agreement shall bind either party unless in writing signed by both parties, and then such waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, representations or warranties, express or implied, not specified herein regarding this Agreement or the Equipment leased hereunder. Any terms and conditions of any purchase order or other document (with the exception of supplements) submitted by Lessee in connection with this Agreement which are in addition to or inconsistent with the terms and conditions of this Agreement will not be binding on Lessor and will not apply to this Agreement. Lessee by the signature below of its authorized representative acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above set forth.

ALTEC CAPITAL SERVICES, L.L.C., Lessor
By: _____
Address: 33 Inverness Center Parkway, Suite 200
Birmingham, AL 35242
Phone: (205) 408-8650
Fax No:(205) 437-0197

CITY OF BANNING, Lessee
Attn: Electric Utility
By: _____
Address: 176 E. Lincoln Street
Banning, CA 92220-0998
Phone: (951) 922-3260
Fax No.:

DESCRIPTION OF EQUIPMENT
Attached to and made a part of that certain
Equipment Lease/Purchase Agreement dated as of

by and between ALTEC CAPITAL SERVICES, L.L.C., as Lessor,
and CITY OF BANNING, as Lessee

The items of Equipment to become subject to the Agreement can be generally described as follows:

2021 Altec DT85E-Series derrick.

LOCATION OF EQUIPMENT:176 E. Lincoln St, Banning, CA 92220,

ANTICIPATED PURCHASE PRICE:

Purchase Price- $435,000
Taxes of 7.75%= $33,713
Total finance amount= $468,713
Monthly payment = $9366
60 payments of $9366= $561,960
Total interest paid= $93,247

SCHEDULE OF PAYMENTS

Attached to and made a part of that certain Equipment Lease/Purchase Agreement dated as of _____ by and between ALTEC CAPITAL SERVICES, L.L.C., as Lessor, and CITY OF BANNING, as Lessee.

Commencement Date: Equipment Delivery Date as confirmed by Signature on Delivery and Acceptance.

Full Lease Term: 60 months beginning with Commencement Date.

Rental payments are payable **(check one)**_____ in advance _____in arrears of the period to which they relate. Rental payment due dates will be based on the Commencement Date, and established in Lessor's notification to Lessee of the Commencement Date.

Payment Number	Date	Lease Amount	Payment Amount	Interest Component	Principal Component	Prepayment Amount

(see attached)

Lessee

By: _____

Date: _____

CERTIFICATE OF ACCEPTANCE

The undersigned, as Lessee under the Equipment Lease/Purchase Agreement dated as of (the "Agreement") with ALTEC CAPITAL SERVICES, L.L.C. ("Lessor"), hereby certifies:

1. The items of the Equipment, as such term is defined in the Agreement, fully and accurately described on the Equipment List attached hereto have been delivered and installed at the location(s) set forth therein.

2. A present need exists for the Equipment which need is not temporary or expected to diminish in the near future. The Equipment is essential to and will be used by the Lessee only for the purpose of performing one or more governmental functions of Lessee consistent with the permissible scope of Lessee's authority.

3. The estimated useful life of the Equipment based upon the manufacturer's representations and Lessee's projected needs is not less than the term of lease with respect to the Equipment.

4. Lessee has conducted such inspection and/or testing of the Equipment as it deems necessary and appropriate and hereby acknowledges that it accepts the Equipment for all purposes as of the date of this Certificate.

5. The Equipment is covered by insurance in the types and amounts required by the Agreement.

6. No event of default, as such term is defined in the Agreement, and no event which with the giving of notice or lapse of time, or both, would become an event of default, has occurred and is continuing on the date hereof.

7. Based on the foregoing, Lessor is hereby authorized and directed to fund the acquisition of the Equipment set forth on the Equipment List by paying, or causing to be paid, the manufacturer(s)/vendor(s) the amounts set forth on the attached invoices.

8. The following documents are attached hereto and made a part hereof:

(a) Equipment List
(b) Original Invoice(s)
(c) Copies of Certificate(s) of Origin designating Altec Capital Trust as lienholder if any part of the Equipment consists of motor vehicles, and evidence of filing
(d) Copy of Application for Titling

If Lessee paid an invoice prior to the commencement date of the Agreement and is requesting reimbursement for such payment, also attach a copy of evidence of such payment together with a copy of Lessee's Declaration of Official Intent and other evidence that Lessee has satisfied the requirements for reimbursement set forth in Treas. Reg. §1.150-2.

Lessee

By: _____
Date: _____

INCUMBENCY CERTIFICATE

I do hereby certify that I am the duly elected or appointed and acting Secretary/Clerk of the CITY OF BANNING, a body corporate and politic duly organized and existing under the laws of the state of California, that I have custody of the records of such entity, and that, as of the date hereof, the individuals named below are the duly elected or appointed officers of such entity holding the offices set forth opposite their respective names. I further certify that (i) the signatures set opposite their respective names and titles are their true and authentic signatures, and (ii) such officers have the authority on behalf of such entity to enter into that certain Equipment Lease/Purchase Agreement dated as of (the "Agreement") between such entity and ALTEC CAPITAL SERVICES, L.L.C. and is duly authorized to execute Certificates of Acceptance, Requisition Requests, and other documents relating to the Agreement.

NAME	TITLE	SIGNATURE
_____	_____	_____
_____	_____	_____
_____	_____	_____

IN WITNESS WHEREOF, I have duly executed this Certificate and affixed the seal of hereto this ___ day of _____, .

[SEAL]

_____
(Secretary/Clerk)
(OTHER THAN THE PERSON SIGNING THE DOCUMENTS)

FORM OF - RESOLUTION OF GOVERNING BODY/EXTRACT OF MINUTES

Lessee: CITY OF BANNING

RE: Equipment Lease/Purchase Agreement with ALTEC CAPITAL SERVICES, L.L.C.

At a duly called meeting of the governing body of Lessee held in accordance with all applicable legal requirements, including open meeting laws, on the 26th day of August 2025, the following resolution was introduced and adopted:

RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF AN EQUIPMENT LEASE/PURCHASE AGREEMENT, AND RELATED INSTRUMENTS, AND DETERMINING OTHER MATTERS IN CONNECTION THEREWITH.

WHEREAS, the governing body of ("Lessee") has determined that a true and very real need exists for the Equipment (the "Equipment") described in the proposed Equipment Lease/Purchase Agreement (the "Agreement") by and between ALTEC CAPITAL SERVICES, L.L.C., as Lessor, and Lessee, as lessee, presented to this meeting; and

WHEREAS, Lessee has taken the necessary steps, including those relating to any applicable legal bidding requirements, to arrange for the acquisition of the Equipment; and

WHEREAS, Lessee reasonably anticipates that it and its subordinate units will not issue tax-exempt obligations in the face amount of more than $10,000,000 during the current calendar year; and

WHEREAS, Lessee proposes to enter into the Agreement with ALTEC CAPITAL SERVICES, L.L.C. substantially in the proposed form presented to this meeting.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF LESSEE AS FOLLOWS:

Section 1. It is hereby found and determined that the terms of the Agreement in the form presented to this meeting and incorporated in this resolution, are in the best interests of Lessee for the acquisition of the Equipment.

Section 2. The Agreement is hereby approved. The City Manager of Lessee and any other officer of Lessee who shall have power to execute contracts on behalf of Lessee be, and each of them hereby is, authorized to execute, acknowledge and deliver the Agreement with any changes, insertions and omissions therein as may be approved by the officers who execute the Agreement, such approval to be conclusively evidenced by such execution and delivery of the Agreement. The City Manager of Lessee and any other officer of Lessee who shall have power to do so be, and each of them hereby is, authorized to affix the official seal of Lessee to the Agreement and attest the same.

Section 3. The proper officers of Lessee be, and each of them hereby is, authorized and directed to execute and deliver any and all papers, instruments, opinions, certificates, affidavits and other documents and to do or cause to be done any and all other acts and things necessary or proper for carrying out this resolution and the Agreement.

Section 4. Lessee hereby designates the Agreement as a "qualified tax-exempt obligation" within the meaning of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

The project to which the original expenditure(s) relates can be generally described as Banning Electric Utility's Electric Operations. The original expenditure(s) will be made from Lessee's general operating account. The maximum principal amount of the obligations expected to be issued for the project is $561,960. This resolution is being entered into on or before, or not later than 60 days after, the date on which the original expenditure(s) to be reimbursed will or have been paid. This resolution is intended to be a declaration of official intent within the meaning of Treasury Regulations Section 1.150-2.1

The undersigned further certifies that the above resolution has not been repealed or amended and remains in full force and effect and further certifies that the Equipment Lease/Purchase Agreement by and between ALTEC CAPITAL SERVICES, L.L.C., as Lessor, and Lessee, as Lessee, is the same as presented at said meeting of the governing body of Lessee, excepting only such changes, insertions and omissions as shall have been approved by the officers who executed the same.

[SEAL]

_____
(Secretary/Clerk)

Date:_____,

CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Arturo Vela, Acting City Manager**
PREPARED BY:	**Art Vela, Acting City Manager**
MEETING DATE:	**August 26, 2025**
SUBJECT:	**Consideration of Resolution 2025-114, Approving the Statement of Investment Policy, Administrative Policy No. 8-11**

RECOMMENDATION:

Adopt Resolution 2025-114.

BACKGROUND:

The City's Statement of Investment Policy ("Investment Policy") pertains to those funds under the control of the City Council, designated for the ongoing operations of the City, the Banning Finance Authority, the Banning Utility Authority, and the Successor Agency to the City of Banning Redevelopment Agency. The Investment Policy concerns the deposit, maintenance, and safekeeping of all such funds, and the investments made with these funds. This policy does not apply to pension funds, deferred compensation funds, bond funds (the investment of which is governed by the bond documents), trustee, and certain other non-operating funds.

The Investment Policy addresses the key areas that should be included in an investment policy as indicated in the Local Agency Investment Guidelines published by the California Debt and Investment Advisory Commission (CDIAC) including a list of securities in which the City may invest and conflict of interest prohibitions.

JUSTIFICATION:

The investment policy serves as the foundation of a local agency's investment goals and priorities. The investment policy should be reviewed regularly to ensure that it continues to meet the agency's goals/priorities for its portfolio, it can help protect the assets of the organization. The existence of an approved investment policy demonstrates that the governing body is performing its fiduciary responsibilities, thereby inspiring trust and confidence among the public that it serves.

Although not mandated, Section 53646(a)(2) states that the chief fiscal officer of a local agency may annually request reapproval by the legislative body at a public meeting. While not required by statute, it is recommended that the investment policy be presented to the agency's legislative body, and then have the policy approved by a vote of the legislative body.

The Investment Policy requires annual review and approval of the Investment Policy by City Council.

The proposed Statement of Investment Policy has been prepared in consideration of the primary investment objectives of safety of principal, liquidity that ensures the City can meet all of its cash flow needs while earning a fair market rate of return on available funds.

Additionally, the Statement of Investment Policy has been updated only to reflect that the City has replaced the title of Administrative Service Director with the title of Finance Director.

The Investment Policy, as presented, has been reviewed by both the City Attorney and the City's professional investment consultant, Chandler Asset Management and it has been confirmed that it complies with applicable regulations and best practices.

FISCAL IMPACT:

No fiscal impact.

ALTERNATIVES:

1. Do not approve Resolution 2025-114 and provide staff with direction.

BUDGETED?:

No

CONTRACT/AGREEMENT:

No

ATTACHMENTS:

1. Resolution 2025-114 .docx
2. Exhibit A-Admin Policy B-11 Statement of Investment Policy_Redlined_Clean.pdf

RESOLUTION 2025-114

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, AMENDING THE INVESTMENT POLICY GOVERNING THE INVESTMENT OF THE CITY'S FUNDS AND DELEGATING THE INVESTMENT AUTHORITY TO THE FINANCE DIRECTOR

WHEREAS, sound investment practices are facilitated by the preparation of written governing policy statements. Such policies should cover all substantive aspects of the investment of City funds. The Finance Director has prepared a comprehensive investment policy document in which the City, acting in conjunction with our investment advisor, will manage and conduct investment of the City's funds; and

WHEREAS, prudent management of the City's funds is critical and the investment policy follows State law provisions establishing investment objectives and setting forth permissible investment of public funds not required for immediate expenditure; and

WHEREAS, the delegation of investment authority and responsibility from the City Council to the Finance Director will allow the Finance Director to continue the prudent investment of public funds.

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

SECTION 1. The City Council approves the Statement of Investment Policy and delegates the investment authority to the Finance Director, the policy is attached hereto as Exhibit A.

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 26th day of August, 2025.

Sheri Flynn, Mayor
City of Banning

ATTEST:

Sandra Calderon, Acting 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 2025-114, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 26th day of August, 2025 by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Sandra Calderon, Acting Administrative City Clerk
City of Banning, California

EXHIBIT A
Administrative Policy B-11 (Statement of Investment Policy)

City of Banning
Administrative Policy

Subject:	Statement of Investment Policy		**Policy No:** B-11
Reference:	Financial Management, Accounting and Purchasing	**Effective:** August 27, 2025	**PAGE** 1 of 17
APPROVED BY:	City Council		

1. SCOPE

This Statement of Investment Policy pertains to those funds under the control of the City Council, designated for the ongoing operations of the City, the Banning Finance Authority, the Banning Utility Authority and the Successor Agency to the City of Banning Redevelopment Agency. The Statement of Investment Policy concerns the deposit, maintenance, and safekeeping of all such funds, and the investments made with these funds. This Policy does not apply to pension funds, deferred compensation funds, bond funds (the investment of which is governed by the bond documents), trustee, and certain other non-operating funds.

The City Council must ensure management of public monies in a way that is consistent with investment oversight and sound investment practices. To have a policy which only concerns itself with maximizing return is reckless. The basic concept of investment management is the risk/reward relationship. A higher promised return on any investment may indicate a higher level of risk. Risk management must be an integral part of any prudent investment policy. Risk management must include adequate internal controls, so the public has confidence that public monies are secure. Though all investments contain a degree of risk, the proper exercise of prudence, the maintenance of a high level of ethical standards, and the proper delegation of authority reduces the potential for loss.

The Finance Director may direct specific-purpose assets belonging to the City, the earnings of which are not shared but credited to the specific-purpose fund. The investments for these direct investment pools shall be made in accordance with this Policy, except that investments may be for periods greater than five years when a longer term is advantageous for the investment of money held for specific purposes. Investments for periods longer than five years require prior approval of the governing body in accordance with Government Code Section 53601.

2. PURPOSE OF POLICY STATEMENT

The purpose of this Statement of Investment Policy is to provide the public and those involved in servicing the investment requirements of the City, and any other interested party, a clearer understanding of the Government Code, regulations and internal guidelines that will be observed in maintaining and investing those funds not immediately needed to meet liabilities. This policy is written to incorporate industry best practices and recommendations from sources such as the Government Finance Officers Association (GFOA), California Municipal Treasurers Association

(CMTA), California Debt and Investment Advisory Commission (CDIAC) and the Association of Public Treasurers (APT).

3. INVESTMENT OBJECTIVES

The underlying objective of the City Council is to protect the safety of the principal of the portfolio through the judicious purchase of those legal investments permitted to local agencies, as defined in the State of California Government Code, consistent with current conditions and the other dominant objectives pursuant to managing a local agency portfolio. The objectives of this Investment Policy are, in order of priority:

A. Safety. The City Council takes as its primary responsibility to maintain the safe return of all principal placed in investments by avoiding decisions that might result in losses through fraud, default, or adverse market conditions. Importance is also accorded to the protection of accrued interest earned on any investment instrument. To attain this objective, the City will diversify its investments by investing funds among a variety of securities with independent returns.

B. Liquidity. The investment portfolio will remain sufficiently liquid to meet all operating requirements that may be reasonably anticipated.

C. Yield. While it is considered desirable to obtain a respectable yield, yield shall not be the driving force in determining which investments are to be selected for purchase. Yield is to be given lesser weight in the investment decision than safety, liquidity, or availability. Investment shall be placed with the objective of obtaining a reasonable rate of return under prevailing market conditions.

4. PRUDENCE

The City Council and the City's investment officials recognize that they are subject to the "Prudent Investor Standard" whenever making a decision regarding the investment of the City's funds. The Prudent Investor Standard states, "…all governing bodies of local agencies or persons authorized to make investment decisions on behalf of those local agencies investing public funds pursuant to this chapter are trustees and therefore fiduciaries subject to the prudent investor standard. When investing, reinvesting, purchasing, acquiring, exchanging, selling, or managing public funds, a trustee shall act with care, skill, prudence, and diligence under the circumstances then prevailing, including, but not limited to, general economic conditions and the anticipated needs of the agency, that a prudent person acting in like capacity and familiarity with those matters would use in the conduct of funds of a like character and with like aims, to safeguard the principal and maintain the liquidity needs of the agency. Within the limitations of this section and considering individual investments as part of an overall strategy, investments may be acquired as authorized by law." (Cal. Gov. Code §53600.3).

The City Council, and those acting under the delegation of authority of the City Council, are deemed to have a fiduciary trustee relationship with the public for the public funds, and all investment decisions will be made in accordance their fiduciary duties.

5. DELEGATION OF AUTHORITY

Authority to manage the City's investment program is derived from California Government Code, Sections 41006 and 53600 *et seq*.

While the City Council has fiduciary responsibility for the investment of public funds, City personnel are required to act in the day to day administration of the City's investment program.

The deputized personnel (also referred to as investment officials) listed below are designated to manage the City's investment program consistent with this investment policy:

- Finance Director
- Deputy Finance Director
- City Manager

City Council directives to the Finance Director, Deputy Finance Director and City Manager are as follows:

- Manage the day to day operations of the City's investment portfolio and place actual purchase/sell orders with authorized institutions.
- Make investments in accordance with this policy.
- Communicate with necessary parties for investment purposes and to withdraw and deposit funds as required to meet the City's cash flow needs.

Other persons, both inside and outside City employment, may act in the role of assistant or advisor to those listed above, to aid in the timely and proper settlement of investment transactions. Such persons may not authorize, approve, or initiate any trading activities. Parties involved in investment transactions with the City are deemed to be on notice of the contents of the most current copy of this Policy, and all pertinent authorizing documents, at the time of accepting written or verbal instructions from any staff member.

The City may engage the services of one or more external investment advisers, who are registered under the Investment Advisers Act of 1940, to assist in the management of the City's investment portfolio in a manner consistent with the City's objectives. External investment advisers may be granted discretion to purchase and sell investment securities in accordance with this investment policy.

The City's overall investment program shall be designed and managed with a degree of professionalism that is worthy of the public trust. The City recognizes that in a diversified portfolio, occasional measured losses may be inevitable and must be considered within the context of the overall portfolio's return and the cash flow requirements of the City.

6. SECURITIES CUSTODY

As required by the Government Code, the Finance Director shall establish a third party custody and safekeeping account to which all negotiable instruments shall be delivered upon purchase on a payment versus delivery basis. All cash and securities in the City's portfolio

shall be held in safekeeping in the City's name by the third party custodian, acting as an agent for the City under the terms of a custody agreement executed by the bank and the City.

The only exceptions to the foregoing shall be depository accounts and securities purchases made with: (i) local government investment pools; (ii) time certificates of deposit, and, (iii) mutual funds and money market mutual funds, since these securities are not deliverable.

7. AUTHORIZED INVESTMENTS AND LIMITATIONS

The Government Code of the State of California, primarily within sections 53600 et. seq., sets out the legal authority for inclusion of certain types of investment vehicles in a California local agency's investment portfolio. Consistent with those sections, under no circumstances will the City Council purchase an investment that is not specifically authorized for a local agency under these, or other code sections that may apply, or might later be enacted, pertaining to local agency investments. It shall be a requirement of all investment professionals performing any transaction on behalf of the City that they possess a complete understanding of the acceptability of the subject investment under those code sections.

Appendix A briefly describes the principal types of securities legal within the Government Code sections noted above, and outlines the various limitations included in these sections. From these permitted investments, the City's investment officials shall determine those investment types that best meet the needs and abilities of the City.

Any investment currently held at the time the policy is adopted which does not meet the new policy guidelines can be held until maturity and shall be exempt from the current policy. At the time of the investment's maturity or liquidation, such funds shall be reinvested only as provided in the current policy.

An appropriate risk level shall be maintained by primarily purchasing securities that are of high quality, liquid, and marketable. The portfolio shall be diversified by security type and institution to avoid incurring unreasonable and avoidable risks regarding specific security types or individual issuers.

A. Prohibited Investment Vehicles and Practices

- State law notwithstanding, any investments not specifically described herein are prohibited, including, but not limited to futures and options.
- In accordance with Government Code, Section 53601.6, investment in inverse floaters, range notes, or mortgage derived interest-only strips is prohibited.
- Investment in any security that could result in a zero interest accrual if held to maturity is prohibited. Under a provision sunsetting on January 1, 2026, securities backed by the U.S. Government that could result in a zero- or negative-interest accrual if held to maturity are permitted.
- Trading securities for the sole purpose of speculating on the future direction of interest rates is prohibited.
- Purchasing or selling securities on margin is prohibited.

- The use of reverse repurchase agreements, securities lending or any other form of borrowing or leverage is prohibited.
- The purchase of foreign currency denominated securities is prohibited.
- Agencies that are not Qualified Institutional Buyers (QIB) as defined by the Securities and Exchange Commission are prohibited from purchasing Private Placement Securities. The SEC defines a QIB as having at least $100,000,000 in securities owned and invested.
- The purchase of a security with a forward settlement date exceeding 45 days from the time of the investment is prohibited.

8. AUTHORIZED TERM OF INVESTMENTS

It is hereby determined that the maximum maturity period for any portion of invested operating moneys shall not exceed five years from the date of trade settlement per California Government Code and as indicated in Appendix A, unless the City Council has by resolution granted authority to make such an investment. This shall not apply to certain bond proceeds or other non-operating moneys of the City. To the extent possible, investments shall be matched with anticipated cash flow requirements and known future liabilities.

9. AUTHORIZED DEALER LIST - CONFLICT OF INTEREST PROHIBITION

It is prohibited for a transaction to be entered into with any securities broker, dealer or bank investment department or subsidiary prior to that entity being designated an Authorized Dealer and placed on the Authorized Dealer List. Authorized Dealers shall be selected on an as needed basis to meet specific needs of the City. The Finance Director is authorized to manage the Authorized Dealer List. Each qualified dealer must certify in writing that they have reviewed the relevant California Government Code Sections and the City's Investment Policy and that all securities offered to the City shall comply fully and in every instance with all provisions of the California Government Code and with this Investment Policy. Selection of financial institutions and broker/dealers authorized to engage in transactions will be at the sole discretion of the City, except where the City utilizes an external investment adviser in which case the Agency may rely on the adviser for selection.

In accordance with Section 53601.5, institutions eligible to transact investment business with the City include:

- Institutions licensed by the state as a broker-dealer.
- Institutions that are members of a federally regulated securities exchange.
- Primary government dealers as designated by the Federal Reserve Bank and non-primary government dealers.
- Nationally or state-chartered banks.
- The Federal Reserve Bank.
- Direct issuers of securities eligible for purchase.

Selection of broker/dealers used by an external investment adviser retained by the City will be at the sole discretion of the adviser. Where possible, transactions with broker/dealers shall be selected on a competitive basis and their bid or offering prices shall be recorded. If there is no other readily available competitive offering, best efforts will be made to document quotations for comparable or

alternative securities. When purchasing original issue instrumentality securities, no competitive offerings will be required as all dealers in the selling group offer those securities at the same original issue price.

No member of the City Council, nor any other official or employee of the City, may accept any gift, honoraria, gratuity or service of value in violation of the regulations set forth by the Fair Political Practices Commission, the Government Code, additional limitations set forth by City ordinance, or internal requirements of the City Manager and Finance Director. The City Council is prohibited from conducting any business with any broker, dealer, or securities firm that has made a political contribution to the City Treasurer or any member of the City Council, or any candidate for these offices, within the 48 month period immediately following the date of the political contribution, in an amount exceeding the limitation contained in Rule G-37 of the Municipal Securities Rulemaking Board.

10. PORTFOLIO RISK MANAGEMENT

A. Mitigating Credit Risk in the Portfolio

Credit risk is the risk that a security or a portfolio will lose some or all of its value due to a real or perceived change in the ability of the issuer to repay its debt. The Finance Director shall mitigate credit risk by adopting the following strategies:

1. The diversification requirements included in Appendix A Permitted Investments are designed to mitigate credit risk in the portfolio.

2. The City may elect to sell a security prior to its maturity and record a capital gain or loss in order to improve the quality, liquidity or yield of the portfolio in response to market conditions or the City's risk preferences.

3. No more than 5% of the total portfolio may be deposited with or invested in securities issues by any single issuer unless otherwise specified in this policy.

4. If the securities owned by the City are downgraded by Moody's, S&P, or Fitch to a level below the quality required by this Investment Policy, it shall be the City's policy to review the credit situation and make a determination as to whether to sell or retain such securities in the portfolio. City investment officials will use discretion in determining whether to sell or hold the security based on its current maturity, the loss in value, the economic outlook for the issuer, and other relevant factors.

5. The City will continue to monitor and reevaluate the security on an ongoing basis in order to reaffirm or change the decision to hold a downgraded security.

6. If a decision is made to retain a downgraded security in the portfolio, the status of the investment will be reported quarterly to the City Council.

B. Mitigating Market Risk in the Portfolio

Market risk is the risk that the portfolio will decline in value (or will not optimize its value) due to changes in the general level of interest rates. The City recognizes that, over time, longer-term portfolios generally achieve higher returns. On the other hand, longer-term portfolios have a higher volatility of return. The City shall mitigate market risk by providing adequate liquidity for cash needs, and by making longer-term investments only with funds that are not needed for current cash flow purposes. The City further recognizes that certain types of securities, including variable rate securities, and securities with embedded options, will affect the market risk profile of the portfolio differently in different interest rate environments. The City, therefore, adopts the following strategies to control and mitigate its exposure to market risk:

1. All investments are categorized according to the period of time from settlement date to maturity date. Market circumstances and risk-return calculations for increased yield may require an extended schedule.

2. The maximum stated final maturity of individual securities in the portfolio shall be five years, except as otherwise stated in this policy. The five-year maturity of callable securities is measured to the final maturity date, not to a call date.

3. Maturity of investments should be governed by the Treasury's demand for funds through analysis of revenue and expenditure activity over prior periods. The portfolio shall be structured in such manner that securities mature concurrent with cash needs.

4. The duration of the portfolio will generally be approximately equal to the duration (typically, plus or minus 20%) of a market benchmark, and index selected by the City based on the City's investment objectives, constraints and risk tolerances.

C. Mitigating Reinvestment Risk in the Portfolio

Reinvestment risk is the risk that cash flows from securities will be reinvested at interest rates that are lower than the rate of the original investment. Securities that are highly subject to reinvestment risk include mortgage-backed and callable securities. The City, therefore, adopts the following strategies to control and mitigate its exposure to reinvestment risk:

1. The portfolio shall include securities with a range of durations and maturities.

2. Investment in federal agency callable securities is limited to 20%.

11. LEGISLATIVE CHANGES

Any State of California legislative action that further restricts allowable maturities, investment type, or percentage allocations will be incorporated immediately into the Investment Policy.

12. REPORTING AND ANNUAL REVIEW

The Finance Director shall cause to be maintained investment records legally required or otherwise requested by the City Council and prepare a report for the Council on a

monthly basis stating the holdings, status, and earnings of the portfolio. The Statement of Investment Policy will be provided annually for review and approval of the City Council. Should conditions arise, or legislation become effective that behooves consequential changes within the Policy during the year, the revised policy will again be addressed by the City Council.

APPENDIX A
PERMITTED INVESTMENTS

1. **Municipal Securities** include obligations of the City, the State of California and any local agency within the State of California, provided that:

   - The securities are rated in a rating category of "A" or its equivalent or better by at least one nationally recognized statistical rating organization ("NRSRO").
   - No more than 5% of the portfolio may be invested in any single issuer.
   - No more than 30% of the portfolio may be in Municipal Securities.
   - The maximum maturity does not exceed five (5) years.

2. **MUNICIPAL SECURITIES (REGISTERED TREASURY NOTES OR BONDS)** of any of the other 49 states in addition to California, including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by a state or by a department, board, agency, or authority of any of the other 49 states, in addition to California.

   - The securities are rated in a rating category of "A" or its equivalent or better by at least one nationally recognized statistical rating organization ("NRSRO").
   - No more than 5% of the portfolio may be invested in any single issuer.
   - No more than 30% of the portfolio may be in Municipal Securities.
   - The maximum maturity does not exceed five (5) years.

3. **U.S. TREASURIES** and other government obligations for which the full faith and credit of the United States are pledged for the payment of principal and interest. There are no limits on the dollar amount or percentage that the City may invest in U.S. Treasuries, provided that:

   - The maximum maturity is five (5) years.

4. **FEDERAL AGENCIES** or United States Government-Sponsored Enterprise obligations, participations, or other instruments, including those issued by or fully guaranteed as to principal and interest by federal agencies or United States government-sponsored enterprises. There are no limits on the dollar amount or percentage that the City may invest in Federal Agency or Government-Sponsored Enterprises (GSEs), provided that:

   - No more than 30% of the portfolio may be invested in any single Agency/GSE issuer.
   - The maximum maturity does not exceed five (5) years.
   - The maximum percent of agency callable securities in the portfolio will be 20%.

5. **BANKER'S ACCEPTANCES,** provided that**:**

   - They are issued by institutions which have short-term debt obligations rated "A-1" or its equivalent or better by at least one NRSRO; or long-term debt obligations which are rated in a rating category of "A" or its equivalent or better by at least one NRSRO.
   - No more than 40% of the portfolio may be invested in Banker's Acceptances.
   - No more than 5% of the portfolio may be invested in any single issuer.

- The maximum maturity does not exceed 180 days.

6. **COMMERCIAL PAPER**, provided that the securities are issued by an entity that meets all of the following conditions in either paragraph (a) or (b) and other requirements specified below:

   a. **SECURITIES** issued by corporations:

      (i) A corporation organized and operating in the United States with assets more than $500 million.
      (ii) The securities are rated "A-1" or its equivalent or better by at least one NRSRO.
      (iii) If the issuer has other debt obligations, they must be rated in a rating category of "A" or its equivalent or better by at least one NRSRO.

   b. **SECURITIES** issued by other entities:

      (i) The issuer is organized within the United States as a special purpose corporation, trust, or limited liability company.
      (ii) The securities must have program-wide credit enhancements including, but not limited to, overcollateralization, letters of credit, or a surety bond.
      (iii)The securities are rated "A-1" or its equivalent or better by at least one NRSRO.

   - No more than 10% of the outstanding commercial paper of any single issuer.
   - No more than 25% of the City's investment assets under management may be invested in Commercial Paper. Under a provision sunsetting on January 1, 2026, no more than 40% of the portfolio may be invested in Commercial Paper if the Agency's investment assets under management are greater than $100,000,000.
   - No more than 5% of the portfolio may be invested in any single issuer.
   - The maximum maturity does not exceed 270 days.

7. **NEGOTIABLE CERTIFICATES OF DEPOSIT (NCDS)**, issued by a nationally or state-chartered bank, a savings association or a federal association, a state or federal credit union, or by a federally licensed or state-licensed branch of a foreign bank, provided that:

   - The amount of the NCD insured up to the FDIC limit does not require any credit ratings.
   - Any amount above the FDIC insured limit must be issued by institutions which have short-term debt obligations rated "A-1" or its equivalent or better by at least one NRSRO; or long-term obligations rated in a rating category of "A" or its equivalent or better by at least one NRSRO.
   - No more than 30% of the total portfolio may be invested in NCDs (combined with CDARS).
   - No more than 5% of the portfolio may be invested in any single issuer.
   - The maximum maturity does not exceed five (5) years.

8. **FEDERALLY INSURED TIME DEPOSITS** (Non-Negotiable Certificates of Deposit) in state or federally chartered banks, savings and loans, or credit unions, provided that:

   - The amount per institution is limited to the maximum covered under federal insurance.

- No more than 20% of the portfolio will be invested in a combination of federally insured and collateralized time deposits.
- The maximum maturity does not exceed five (5) years.

9. **COLLATERALIZED TIME DEPOSITS** (Non-Negotiable Certificates of Deposit) in state or federally chartered banks, savings and loans, or credit unions in excess of insured amounts which are fully collateralized with securities in accordance with California law, provided that:

    - No more than 20% of the portfolio will be invested in a combination of federally insured and collateralized time deposits.
    - The maximum maturity does not exceed five (5) years.

10. **CERTIFICATE OF DEPOSIT PLACEMENT SERVICE (CDARS)**, provided that:

    - No more than 30% of the total portfolio may be invested in a combination of Certificates of Deposit, including CDARS.
    - The maximum maturity does not exceed five (5) years.

11. **COLLATERALIZED BANK DEPOSITS.** City's deposits with financial institutions will be collateralized with pledged securities per California Government Code, Section 53651. There are no limits on the dollar amount or percentage that the City may invest in collateralized bank deposits.

12. **REPURCHASE AGREEMENTS** collateralized with securities authorized under California Government Code, maintained at a level of at least 102% of the market value of the Repurchase Agreement. There are no limits on the dollar amount or percentage that the City may invest, provided that:

    - Securities used as collateral for Repurchase Agreements will be delivered to an acceptable third party custodian.
    - Repurchase Agreements are subject to a Master Repurchase Agreement between the City and the provider of the repurchase agreement. The Master Repurchase Agreement will be substantially in the form developed by the Securities Industry and Financial Markets Association (SIFMA).
    - The maximum maturity does not exceed one (1) year.

13. **STATE OF CALIFORNIA LOCAL AGENCY INVESTMENT FUND (LAIF)**, provided that:

    - The City may invest up to the maximum amount permitted by LAIF.
    - LAIF's investments in instruments prohibited by or not specified in the City's policy do not exclude the investment in LAIF itself from the City's list of allowable investments, provided LAIF's reports allow the Finance Director to adequately judge the risk inherent in LAIF's portfolio.

14. **LOCAL GOVERNMENT INVESTMENT POOLS**

    - Other LGIPs permitted by client.

- There is no issuer limitation for Local Government Investment Pools

15. CORPORATE MEDIUM TERM NOTES (MTNS), provided that:

- The issuer is a corporation organized and operating within the United States or by depository institutions licensed by the United States or any state and operating within the United States.
- The securities are rated in a rating category of "A" or its equivalent or better by at least one NRSRO.
- No more than 30% of the total portfolio may be invested in MTNs.
- No more than 5% of the portfolio may be invested in any single issuer.
- The maximum maturity does not exceed five (5) years.

16. ASSET-BACKED, MORTGAGE-BACKED, MORTGAGE PASS-THROUGH SECURITIES, AND COLLATERALIZED MORTGAGE OBLIGATIONS FROM ISSUERS NOT DEFINED IN SECTIONS 3 AND 4 OF THE AUTHORIZED INVESTMENTS SECTION OF THIS POLICY, provided that:

- The securities are rated in a rating category of "AA" or its equivalent or better by a NRSRO.
- No more than 20% of the total portfolio may be invested in these securities.
- No more than 5% of the portfolio may be invested in any single Asset-Backed or Commercial Mortgage security issuer.
- The maximum legal final maturity does not exceed five (5) years.

17. MUTUAL FUNDS AND MONEY MARKET MUTUAL FUNDS that are registered with the Securities and Exchange Commission under the Investment Company Act of 1940, provided that:

a. **MUTUAL FUNDS** that invest in the securities and obligations as authorized under California Government Code, Section 53601 (a) to (k) and (m) to (q) inclusive and that meet either of the following criteria:

(i) Attained the highest ranking or the highest letter and numerical rating provided by not less than two (2) NRSROs; or
(ii) Have retained an investment adviser registered or exempt from registration with the Securities and Exchange Commission with not less than five years' experience investing in the securities and obligations authorized by California Government Code, Section 53601 and with assets under management in excess of $500 million.

- No more than 10% of the total portfolio may be invested in shares of any one mutual fund.

b. **MONEY MARKET MUTUAL FUNDS** registered with the Securities and Exchange Commission under the Investment Company Act of 1940 and issued by diversified management companies and meet either of the following criteria:

(i) Have attained the highest ranking or the highest letter and numerical rating provided by not less than two (2) NRSROs; or

(ii) Have retained an investment adviser registered or exempt from registration with the Securities and Exchange Commission with not less than five years' experience managing money market mutual funds with assets under management in excess of $500 million.

- No more than 20% of the total portfolio may be invested in the shares of any one Money Market Mutual Fund.

c. No more than 20% of the total portfolio may be invested in these securities.

18. SUPRANATIONALS, provided that:

- Issues are US dollar denominated senior unsecured unsubordinated obligations issued or unconditionally guaranteed by the International Bank for Reconstruction and Development, International Finance Corporation, or Inter-American Development Bank.
- The securities are rated in a rating category of "AA" or its equivalent or better by a NRSRO.
- No more than 30% of the total portfolio may be invested in these securities.
- No more than 10% of the portfolio may be invested in any single issuer.
- The maximum maturity does not exceed five (5) years.

APPENDIX B GLOSSARY OF TERMS

ACCRUED INTEREST – The amount of interest that is earned, but unpaid since the last payment date.

BANKERS ACCEPTANCES – A draft or bill or exchange accepted by a bank or trust company. The accepting institution, as well as the issuer, guarantees payment of the bill. With the credit strength of a bank behind it, the bankers acceptance usually qualifies as a money market instrument. In its simplest and most traditional form, a bankers acceptance is merely a check drawn on a bank by an importer or exporter of goods.

BASIS POINT - A unit of measurement used in the valuation of fixed-income securities equal to 1/100 of 1 percent of yield, e.g., "1/4" of 1 percent is equal to 25 basis points.

BID - The indicated price at which a buyer is willing to purchase a security or commodity.

BOOK ENTRY – The system maintained by the Federal Reserve, by which most money market securities are delivered to an investor's custodian bank. The Federal Reserve maintains a computerized record of the ownership of these securities and records any changes in ownership corresponding to payments made over the Federal Reserve wire (delivery versus payment).

BOOK VALUE - The value at which a security is carried on the inventory lists or other financial records of an investor. The book value may differ significantly from the security's current value in the market.

BROKER/DEALER – Any person engaged in the business of effecting transactions in securities in this state for the account of others or for her/his own account. Broker/dealer also includes a person engaged in the regular business of issuing or guaranteeing options with regard to securities not of her/his own issue.

CALIFORNIA DEBT AND INVESTMENT ADVISORY COMMISSION (CDIAC)- The CDIAC provides information, education, and technical assistance on public debt and investments to local public agencies and other public finance professionals.

CALLABLE BOND - A bond issue in which all or part of its outstanding principal amount may be redeemed before maturity by the issuer under specified conditions.

CALL PRICE - The price at which an issuer may redeem a bond prior to maturity. The price is usually at a slight premium to the bond's original issue price to compensate the holder for loss of income and ownership.

CALL RISK - The risk to a bondholder that a bond may be redeemed prior to maturity.

CASH SALE/PURCHASE - A transaction which calls for delivery and payment of securities on the same day that the transaction is initiated.

COLLERATERALIZATION - Process by which a borrower pledges securities, property, or other deposits for the purpose of securing the repayment of a loan and/or security including:

CERTIFICATES OF DEPOSIT (CDS) - The City shall require any commercial bank or savings and loan association to deposit eligible securities with an agency of a depository approved by the State Banking Department to secure any uninsured portion of a Non-Negotiable Certificate of Deposit. The value of eligible securities as defined pursuant to California Government Code, Section 53651, pledged against a Certificate of Deposit shall be equal to 150% of the face value of the CD if the securities are classified as mortgages and 110% of the face value of the CD for all other classes of security.

COLLATERALIZATION OF BANK DEPOSITS - This is the process by which a bank or financial institution pledges securities, or other deposits for the purpose of securing repayment of deposited funds. The City shall require any bank or financial institution to comply with the collateralization criteria defined in California Government Code, Section 53651.

REPURCHASE AGREEMENTS - The City requires that Repurchase Agreements be collateralized only by securities authorized in accordance with California Government Code:

- The securities which collateralize the repurchase agreement shall be priced at Market Value, including any Accrued Interest plus a margin. The Market Value of the securities that underlie a repurchase agreement shall be valued at 102% or greater of the funds borrowed against those securities.
- Financial institutions shall mark the value of the collateral to market at least monthly and increase or decrease the collateral to satisfy the ratio requirement described above.
- The City shall receive monthly statements of collateral.

COMMERCIAL PAPER - An unsecured short-term promissory note issued by banks, corporations and other borrowers with temporarily idle cash, with maturities ranging from 2 to 270 days. Such instruments are usually discounted, although some are interest bearing. It is issued only by top-rated concerns and is nearly always backed by bank lines of credit.

CONFIRMATION – Formal memorandum from a broker/dealer to the City giving the details of a securities transaction, i.e., purchase or sale.

COUPON RATE - The annual rate of interest received by an investor from the issuer of certain types of fixed-income securities. Also known as the "interest rate."

CREDIT QUALITY - The measurement of the financial strength of a bond issuer. This measurement helps an investor to understand an issuer's ability to make timely interest payments and repay the loan principal upon maturity. Generally, the higher the credit quality of a bond issuer, the lower the interest rate paid by the issuer because the risk of default is lower. Credit quality ratings are provided by nationally recognized rating agencies.

CREDIT RISK - The risk to an investor that an issuer will default in the payment of interest and/or principal on a security.

CURRENT YIELD (CURRENT RETURN) - A yield calculation determined by dividing the annual interest received on a security by the current market price of that security.

CUSTODIAN/CUSTODY – The financial institution where the investments purchased by the City are held.

DELIVERY VERSUS PAYMENT (DVP) - A type of securities transaction in which the purchaser pays for the securities when they are delivered either to the purchaser or his/her custodian.

DERIVATIVE - Financial instrument created from, or whose value depends upon, one or more underlying assets or indexes of asset values.

DISCOUNT - The amount by which the par value of a security exceeds the price paid for the security.

DIVERSIFICATION – The spreading of risk by investing in assets among a range of security types by sector, maturity, and quality rating.

DURATION - A measure of the timing of the cash flows, such as the interest payments and the principal repayment, to be received from a given fixed-income security. This calculation is based on three variables: term to maturity, coupon rate, and yield to maturity. The duration of a security is a useful indicator of its price volatility for given changes in interest rates.

EARNINGS APPORTIONMENT – The quarterly interest distribution to the Investment Pool participants where the actual investment costs incurred by the City are deducted from the interest earnings of the Investment Pool.

FAIR VALUE - The amount at which an investment could be exchanged in a current transaction between willing parties, other than in a forced or liquidation sale.

FEDERAL FUNDS - Funds placed in Federal Reserve banks by depository institutions in excess of current reserve requirements. These depository institutions may lend Fed funds to each other overnight or on a longer basis. They may also transfer funds among each other on a same- day basis through the Federal Reserve banking system. Fed funds are considered to be immediately available funds.

FEDERAL FUNDS RATE - Interest rate charged by one institution lending Federal funds to the other.

FITCH IBCA, INC. (FITCH) – One of the three best known rating agencies in the United States, the others being Moody's Investment Service, Inc. (Moody's), and Standard and Poor's Corporation (S & P).

GUARANTEED INVESTMENT CONTRACTS (GICS) – An agreement acknowledging receipt of funds for deposit, specifying terms for withdrawal, and guaranteeing a rate of interest to be paid.

GOVERNMENT SECURITIES - An obligation of the U.S. government, backed by the full faith and credit of the government. These securities are regarded as the highest quality of investment securities available in the U.S. securities market. See "Treasury Bills, Notes, and

Bonds."

HIGHLY LIQUID – The most eminent type of security that is easily converted to cash because there are many interested buyers and sellers to trade large quantities at a reasonable price.

IDLE FUNDS – funds in the combined Investment Pool not required for immediate cash needs.

ILLIQUID – A security that is difficult to buy or sell or has a wide spread between bid price and offer price in the secondary market. There are few buyers and sellers willing to trade large quantities at a reasonable price.

INFORMAL COMPETITIVE BID – A verbal or written bid submitted to the City by a broker/dealer for a specific issue at a specific price or yield.

INTEREST RATE - See "Coupon Rate."

INTEREST RATE RISK - The risk associated with declines or rises in interest rates which cause an investment in a fixed-income security to increase or decrease in value.

INTERNAL CONTROLS - An internal control structure designed to ensure that the assets of the entity are protected from loss, theft, or misuse. The internal control structure is designed to provide reasonable assurance that these objectives are met. The concept of reasonable assurance recognizes that 1) the cost of a control should not exceed the benefits likely to be derived and 2) the valuation of costs and benefits requires estimates and judgments by management. Internal controls should address the following points:

1. Control of collusion - Collusion is a situation where two or more employees are working in conjunction to defraud their employer.
2. Separation of transaction authority from accounting and record keeping – By separating the person who authorizes or performs the transaction from the people who record or otherwise account for the transaction, a separation of duties is achieved.
3. Custodial safekeeping - Securities purchased from any bank or dealer including appropriate collateral (as defined by state law) shall be placed with an independent third party for custodial safekeeping.
4. Avoidance of physical delivery securities - Book-entry securities are much easier to transfer and account for since actual delivery of a document never takes place. Delivered securities must be properly safeguarded against loss or destruction. The potential for fraud and loss increases with physically delivered securities.
5. Clear delegation of authority to subordinate staff members - Subordinate staff members must have a clear understanding of their authority and responsibilities to avoid improper actions. Clear delegation of authority also preserves the internal control structure that is contingent on the various staff positions and their respective responsibilities.
6. Written confirmation of transactions for investments and wire transfers - Due to the potential for error and improprieties arising from telephone and electronic transactions, all transactions should be supported by written communications and approved by the appropriate person. Written communications may be via fax if on letterhead and if the safekeeping institution has a list of authorized signatures.
7. Development of a wire transfer agreement with the lead bank and third party custodian - The

designated official should ensure that an agreement will be entered into and will address the following points: controls, security provisions, and responsibilities of each party making and receiving wire transfers.

INVERTED YIELD CURVE - A chart formation that illustrates long-term securities having lower yields than short-term securities. This configuration usually occurs during periods of high inflation coupled with low levels of confidence in the economy and a restrictive monetary policy.

INVESTMENT POLICY - A concise and clear statement of the objectives and parameters formulated by an investor or investment manager for a portfolio of investment securities.

INVESTMENT-GRADE OBLIGATIONS - An investment instrument suitable for purchase by institutional investors under the prudent person rule. Investment-grade is restricted to those obligations rated BBB or higher by a rating agency.

LIQUID - An asset that can be converted easily and quickly into cash because of the willingness of interested buyers and sellers to trade large quantities at a reasonable price.

LOCAL AGENCY INVESTMENT FUND (LAIF) – The State of California investment pool in which money of local agencies is pooled as a method for managing and investing local funds.

LOCAL AGENCY OBLIGATION – An indebtedness issued by a local agency, department, board, or authority within the State of California.

LONG-TERM – A security with the maturity greater than one year.

MARK-TO-MARKET - The process whereby the book value or collateral value of a security is adjusted to reflect its current market value.

MARKET RISK - The risk that the value of a security will rise or decline as a result of changes in market conditions.

MARKET VALUE – The price at which a security is trading and presumably could be purchased or sold at a particular point in time.

MATURITY - The date on which payment of a financial obligation is due. The final stated maturity is the date on which the issuer must retire a bond and pay the face value to the bondholder. See "Weighted Average Maturity."

MEDIUM TERM NOTES – Corporate Notes and Deposit Notes that are obligations of banks, corporations, and insurance companies. They are issued at a specific rate of return for a specific period of time.

MONEY MARKET MUTUAL FUND - Mutual funds that invest solely in money market instruments (short-term debt instruments, such as Treasury bills, commercial paper, bankers' acceptances, repos and federal funds).

MOODY'S INVESTORS SERVICE, INC. (Moody's) - One of the three best known rating

agencies in the United States, the others being Standard and Poor's Corporation (S& P) and Fitch IBCA, Inc. (Fitch).

MUTUAL FUND - An investment company that pools money and can invest in a variety of securities, including fixed-income securities and money market instruments. Mutual funds are regulated by the Investment Company Act of 1940 and must abide by the following Securities and Exchange Commission (SEC) disclosure guidelines:

1. Report standardized performance calculations.
2. Disseminate timely and accurate information regarding the fund's holdings, performance, management and general investment policy.
3. Have the fund's investment policies and activities supervised by a board of trustees, which are independent of the adviser, administrator or other vendor of the fund.
4. Maintain the daily liquidity of the fund's shares.
5. Value their portfolios on a daily basis.
6. Have all individuals who sells SEC-registered products licensed with a self-regulating organization (SRO) such as the National Association of Securities Dealers (NASD).
7. Have an investment policy governed by a prospectus which is updated and filed by the SEC annually.

NATIONAL ASSOCIATION OF SECURITIES DEALERS (NASD) - A self-regulatory organization (SRO) of brokers and dealers in the over-the-counter securities business. Its regulatory mandate includes authority over firms that distribute mutual fund shares as well as other securities.

NEGOTIABLE CERTIFICATE OF DEPOSIT – A Money Market instrument representing a receipt from a bank for a deposit at a specified rate of interest for a specified period of time that is traded in the secondary markets.

NET ASSET VALUE - The market value of one share of an investment company, such as a mutual fund. This figure is calculated by totaling a fund's assets which includes securities, cash, and any accrued earnings, subtracting this from the fund's liabilities and dividing this total by the number of shares outstanding. This is calculated once a day based on the closing price for each security in the fund's portfolio.

NO LOAD FUND - A mutual fund which does not levy a sales charge on the purchase of its shares.

NOMINAL YIELD - The stated rate of interest that a bond pays its current owner, based on par value of the security. It is also known as the "coupon," "coupon rate," or "interest rate."

NONCALLABLE – A bond that is exempt from any kind of redemption for a stated time period.

NOTE – A written promise to pay a specific amount to a certain entity on demand or on a specified date.

OFFER - An indicated price at which market participants are willing to sell a security or

commodity. Also referred to as the "Ask price."

PAR - Face value or principal value of a bond, typically $1,000 per bond.

PORTFOLIO – Combined holding of more than one stock, bond, cash equivalent, or other asset. The purpose of a portfolio is to reduce risk by diversification.

POSITIVE YIELD CURVE - A chart formation that illustrates short-term securities having lower yields than long-term securities.

PREMIUM - The amount by which the price paid for a security exceeds the security's par value.

PRIMARY DEALER – A group of securities dealers that submit daily reports of market activity and positions and monthly financial statements to the Federal Reserve Bank of New York and are subject to its informal oversight. Primary dealers include Securities and Exchange Commission (SEC) registered securities broker-dealers and banks.

PRIME RATE - A preferred interest rate charged by commercial banks to their most creditworthy customers. Many interest rates are keyed to this rate.

PRINCIPAL - The face value or par value of a debt instrument. Also may refer to the amount of capital invested in a given security.

PROSPECTUS - A legal document that must be provided to any prospective purchaser of a new securities offering registered with the SEC. This can include information on the issuer, the issuer's business, the proposed use of proceeds, the experience of the issuer's management, and certain certified financial statements (also known as an "official statement").

PRUDENT INVESTOR RULE - An investment standard where a person acts with care, skill, prudence, and diligence when investing, reinvesting, purchasing, acquiring, exchanging, selling, and managing funds. The test of whether the standard is met is if a prudent person acting in such a situation would engage in similar conduct to ensure investments safeguard principal and maintain liquidity.

PUT OPTION – The sale of an option to another party giving them the right to sell to the Investment Pool a security at a specified price within a specified time period.

RATING – Evaluation of financial institutions' investment and credit risks by professional rating services.

REGISTERED STATE WARRANT – A short-term obligation of a state governmental body issued in anticipation of revenue.

REGULAR WAY DELIVERY - Securities settlement that calls for delivery and payment on the third business day following the trade date (T+3); payment on a T+1 basis is currently under consideration. Mutual funds are settled on a same day basis; government securities are settled on the next business day.

REINVESTMENT RISK - The risk that a fixed-income investor will be unable to reinvest income proceeds from a security holding at the same rate of return currently generated by that holding.

REPURCHASE AGREEMENT (REPO) - An agreement of one party to sell securities at a specified price to a second party and a simultaneous agreement of the first party to repurchase the securities at a specified price or at a specified later date.

REVERSE REPURCHASE AGREEMENT (REVERSE REPO) - An agreement of one party to purchase securities at a specified price from a second party and a simultaneous agreement by the first party to resell the securities at a specified price to the second party on demand or at a specified date.

SAFEKEEPING – A custodian bank's action to store and protect an investor's securities by segregating and identifying the securities.

SECURITIES AND EXCHANGE COMMISSION (SEC) – Agency created by Congress to protect investors in securities transactions by administering securities laws. The statutes administered by the SEC are designed to promote full public disclosure and protect the investing public against malpractice in the securities market.

SECURITIES LENDING – A transaction wherein the Investment Pool transfers its securities to broker/dealers and other entities for collateral which may be cash or securities and simultaneously agrees to return the collateral for the same securities in the future.

SERIAL BOND - A bond issue, usually of a municipality, with various maturity dates scheduled at regular intervals until the entire issue is retired.

SHORT-TERM – A security with a maturity one year or less.

STANDARD AND POOR'S CORPORATION (S&P) – One of the three best known rating agencies in the United States, the others being Moody's Investment Service, Inc. (Moody's), and Fitch IBCA, Inc. (Fitch).

SWAP - Trading one asset for another.

TOTAL RETURN - The sum of all investment income plus changes in the capital value of the portfolio. For mutual funds, return on an investment is composed of share price appreciation plus any realized dividends or capital gains. This is calculated by taking the following components during a certain time period. (Price Appreciation) + (Dividends paid) + (Capital gains) = Total Return.

TREASURY BILLS - Short-term U.S. government non-interest bearing debt securities with maturities of no longer than one year and issued in minimum denominations of $10,000. Auctions of three- and six-month bills are weekly, while auctions of one-year bills are monthly. The yields on these bills are monitored closely in the money markets for signs of interest rate trends.

TREASURY NOTES - Intermediate U.S. government debt securities with maturities of one to 10 years and issued in denominations ranging from $1,000 to $1 million or more.

TREASURY BONDS - Long-term U.S. government debt securities with maturities of ten years or longer and issued in minimum denominations of $1,000. Currently, the longest outstanding maturity for such securities is 30 years.

VOLATILITY - A degree of fluctuation in the price and valuation of securities.

WEIGHTED AVERAGE MATURITY (WAM) - The average maturity of all the securities that comprise a portfolio. According to SEC rule 2a-7, the WAM for SEC registered money market mutual funds may not exceed 90 days and no one security may have a maturity that exceeds 397 days.

WHEN ISSUED (WI) - A conditional transaction in which an authorized new security has not been issued. All "when issued" transactions are settled when the actual security is issued.

YIELD - The current rate of return on an investment security generally expressed as a percentage of the security's current price.

YIELD-TO-CALL (YTC) - The rate of return an investor earns from a bond assuming the bond is redeemed (called) prior to its nominal maturity date. Yield Curve - A graphic representation that depicts the relationship at a given point in time between yields and maturity for bonds that are identical in every way except maturity. A normal yield curve may be alternatively referred to as a positive yield curve.

YIELD-TO-MATURITY - The rate of return yielded by a debt security held to maturity when both interest payments and the investor's potential capital gain or loss are included in the calculation of return.

ZERO-COUPON SECURITIES - Security that is issued at a discount and makes no periodic interest payments. The rate of return consists of a gradual accretion of the principal of the security and is payable at par upon maturity.

CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Arturo Vela, Acting City Manager**
PREPARED BY:	**Nate Smith, Deputy Director of Public Works/City Engineer**
MEETING DATE:	**August 26, 2025**
SUBJECT:	**Consideration of Resolution 2025-115, Awarding a Professional Services Agreement to EEC Environmental for Inspection Services and Compliance with the Spill Prevention, Control, and Countermeasure (SPCC) Plan at Banning Municipal Airport in the amount not to exceed $90,000 over a 5-year contract.**

RECOMMENDATION:

Adopt Resolution 2025-115.

BACKGROUND:

Banning Municipal Airport has a 10,000 gallon Avgas 100LL above ground aviation fuel tank that pilots can use to refuel their aircraft. The Riverside County Department of Environmental Health (DEH) regulates fuel tanks and issued the Airport's Above Ground Fueling Station Hazardous Materials (Haz Mat) Permit. This Permit requires a Spill Prevention, Control, and Countermeasure (SPCC) Plan, that lists requirements and best management practices (BMPs). Additionally, there are associated regulatory requirements from the DEH and the South Coast Air Quality Management District (SCAQMD). The City must demonstrate compliance through properly documented monthly and annual inspections, fuel delivery monitoring, employee training, and equipment testing.

The SPCC Plan includes:

- Monthly and Annual Inspections of the above ground fuel storage tank and completion of required Checklists
- Inspection and completion of the Checklist when Airport Fuel is delivered (Assume two times per year on average)
- Annual compliance training of Airport staff
- Completion of the Annual Tank Facility Statement, if required
- Annual required AQMD test

Consultant Contract

A Request for Proposals (RFP) for the "Inspection Services and Compliance with the SPCC Plan at Banning Municipal Airport" was originally issued on September 27, 2024 and was subsequently cancelled after receiving only one bid. On April 8, 2025, this project was rereleased as RFP 25-100 through the OpenGov electronic bidding program notifying qualified firms of the opportunity to provide proposals. The RFP was advertised in the Press Enterprise on April 11, 2025, shown as Attachment 2, and is included as Attachment 3. The Scope of Work provides for performing the monthly and annual inspections of the fuel tank at the Airport, fuel delivery monitoring (once or twice per year) and reporting, training of staff, and equipment testing required by the South Coast Air Quality Management District

(SCAQMD).

The deadline for submitting proposals was May 7, 2025, and two (2) firms responded with submittals. An evaluation committee consisting of three (3) City staff members, evaluated the two (2) proposals that were received based on qualifications of key personnel, experience in performing inspections of Airport fuel tanks, management of SPCCs, County DEH and SCAQMD requirements, approaches in providing the scope of work services, references, and price proposals.

Listed below are the two (2) firms that submitted proposals in order of the total combined score received from the three (3) evaluators:

CONSULTANT	TOTAL SCORE
EEC Environmental	90.67
AARC Consultants, LLC	87.00

EEC Environmental received the highest score, and their Proposal and Cost Estimate/Fee Proposal are shown as Attachments 4 and 5, respectively. The company is a reputable, qualified firm that has successfully provided these services for retail gas stations, and as a result, staff recommends the contract award to EEC Environmental.

JUSTIFICATION:

The Riverside County Department of Health (DEH) issued an Above Ground Fueling Station Hazardous Materials (Haz Mat) Permit to the City for the fuel tank at Banning Municipal Airport. The Permit requires a Spill Prevention, Control, and Countermeasure (SPCC) Plan for the fuel tank and compliance with its requirements, such as inspections, staff training and South Coast Air Quality Management District (SCAQMD) equipment testing. A consultant firm is needed to perform these inspections and services for the City to ensure compliance with the DEH issued Haz Mat Permit.

FISCAL IMPACT:

The Public Works Department, Streets Division, manages the Airport and there is one part time employee that serves as the airport attendant. A budget appropriation in the amount of $14,770.00 charged to Airport Account No. 600-5100-435-30.06 (Repair/Maintenance Equipment) is needed to fund the Professional Services Agreement. The Agreement term is up to five years, based upon satisfactory performance each year. A “not to exceed” total five-year contract amount of $90,000 is requested to assist with each year’s required fuel tank inspections, training and fuel tank testing and any unanticipated work that could not be done in house, if needed.

The requested appropriation and transfer of funds does not impact the General Fund.

ALTERNATIVES:

If the City Council elects to not approve this Resolution, there will be no consultant to perform the required tasks as listed in the Airport's SPCC Plan, which includes: written monthly and annual inspections of the fuel tank at the Airport, fuel delivery monitoring and reporting, training of staff, and equipment testing. The County DEH and SCAQMD oversee these regulatory requirements.

BUDGETED?:

Yes

CONTRACT/AGREEMENT:

Yes

ATTACHMENTS:

1. Reso 2025-115 - SPCC Plan Compliance Award of PSA to EEC Environmental.docx

2. Att. 1 Proof of RFP Ad in Press Enterprise on April 11, 2025.pdf
3. Att. 2 RFP 25-100 Inspection and Compliance Services for Banning Municipal Airport SPCC Plan, April 2025.pdf
4. Att. 3 EEC Environmental Proposal.pdf
5. Att. 4 EEC Detailed Cost Estimate, Bid Proposal.pdf
6. PSA -EEC

RESOLUTION 2025-115

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, AWARDING A PROFESSIONAL SERVICES AGREEMENT TO EEC ENVIRONMENTAL FOR INSPECTION SERVICES AND COMPLIANCE WITH THE SPILL PREVENTION, CONTROL, AND COUNTERMEASURE (SPCC) PLAN AT BANNING MUNICIPAL AIRPORT IN AMOUNT NOT TO EXCEED $90,000 OVER A 5-YEAR CONTRACT

WHEREAS, Banning Municipal Airport has an above ground aviation fuel tank that pilots can use to refuel their aircraft, and the Riverside County Department of Environmental Health (DEH) regulates fuel tanks and issued the Airport's Above Ground Fueling Station Hazardous Materials (Haz Mat) Permit; and

WHEREAS, the Haz Mat Permit requires a Spill Prevention, Control, and Countermeasure (SPCC) Plan, that lists requirements and best management practices (BMPs) and additionally, there are associated regulatory requirements from the DEH and the South Coast Air Quality Management District (SCAQMD) whereby the City must demonstrate compliance through written monthly and annual inspections of the fuel tank, fuel delivery monitoring, employee training, and equipment testing; and

WHEREAS, on September 27, 2024, a Request for Proposals (RFP) 24-081, **"**Inspection Services and Compliance with the SPCC Plan at Banning Municipal Airport" was released through the OpenGov electronic bidding program and was subsequently cancelled after receiving only one bid; and

WHEREAS, on April 8, 2025 the project was rereleased as RFP No. 25-100, **"**Inspection Services and Compliance with the SPCC Plan at Banning Municipal Airport" through the OpenGov electronic bidding program notifying qualified firms of the opportunity to provide proposals and the Scope of Work provides for performing the monthly and annual inspections of the fuel tank at the Airport, fuel delivery monitoring (once or twice per year) and reporting, training of staff, and equipment testing required by the South Coast Air Quality Management District (SCAQMD); and

WHEREAS, the deadline for submitting proposals was May 7, 2025 and two (2) firms responded with submittals. An evaluation committee consisting of three (3) City staff members, evaluated the two (2) proposals that were received based on qualifications of key personnel, experience in performing inspections of Airport fuel tanks, management of SPCCs, County DEH and SCAQMD requirements, approaches in providing the scope of work services, references, and price proposals; and

WHEREAS, EEC Environmental had the highest combined score from the three (3) evaluators and is a reputable qualified firm that is currently providing these services to gas stations in California and around the country, and they have SPCC compliance experience and as a result, staff recommends the contract be awarded to EEC Environmental; and

WHEREAS, the expenditure will be funded with transfers from other Airport funds and a budget appropriation from the Airport Fund 600-5100-435-30.06 (Repair/Maintenance Equipment).

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

SECTION 1. The City Council approves the Professional Services Agreement with EEC Environmental for a one-year term in an amount of $14,770 and subsequent amendments to extend the Agreement for up to four (4) additional year terms upon satisfactory performance, with a total not-to-exceed amount of $90,000 over five (5) years.

SECTION 2. The City Council authorizes the City Manager to make non-substantive changes to the Professional Services Agreement and to execute the Professional Services Agreement with EEC Environmental on behalf of the City Council.

SECTION 3. The City Council authorizes the City Manager, or designee, to make necessary budget adjustments, appropriations, and transfers related to this resolution.

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

PASSED, APPROVED AND ADOPTED this 26th day of August, 2025.

_____
Sheri Flynn, Mayor
City of Banning

ATTEST:

_____
Sandra Calderon, Acting Administrative City Clerk
City of Banning, California

APPROVED AS TO FORM:

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

CERTIFICATION:

I, Sandra Calderon, Acting Administrative City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution 2025-115, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 26th day of August 2025 by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____

Sandra Calderon, Acting Administrative City Clerk
City of Banning, California

Exhibit “A”

Professional Services Agreement with EEC Environmental

Column

INTERIM AD DRAFT

This is the proof of your ad scheduled to run in **The Press-Enterprise** on the dates indicated below.
If changes are needed, please contact us prior to deadline at **(951) 368-9229**.

Notice ID: INjZAPXNrUpqlbd9HVS9 | **Proof Updated: Apr. 08, 2025 at 03:09pm PDT**
Notice Name: RFP 25-100 Inspection and Compliance

FILER	FILING FOR
angelo heidt aheidt@banningca.gov (951) 922-3121	The Press-Enterprise

Columns Wide: 4 **Ad Class:** Legals

04/11/2025: Notice for Bids	126.17

Subtotal	$126.17
Tax %	0
Total	**$126.17**

See Proof on Next Page

CITY OF BANNING Request for Proposal Advertisement RFP # 25-100 Project: **Inspection and Compliance Services for Manning Municipal Airport SPCC Plan**. Bids due online only, BEFORE 4:00pm Local time on May 7, 2025, Visit the City's online bidding website for inquiries, details, instructions, and bid openings at: \www.banningca.gov/bids.
The Press-Enterprise
Published: 4/11/25

REQUEST FOR PROPOSAL

RFP 25-100 INSPECTION AND COMPLIANCE SERVICES FOR BANNING MUNICIPAL AIRPORT SPCC PLAN

RFP-25-100

CITY OF BANNING, CA

http://www.banningca.gov

RELEASE DATE: April 8, 2025
DEADLINE FOR QUESTIONS: April 21, 2025
RESPONSE DEADLINE: May 7, 2025, 4:00 pm

RESPONSES MAY BE SUBMITTED ELECTRONICALLY TO:
https://secure.procurenow.com/portal/banning-ca

City of Banning
REQUEST FOR PROPOSAL
RFP 25-100 Inspection and Compliance Services for Banning Municipal Airport SPCC Plan

I. Notice .....
II. Introduction .....
III. Prerequisites .....
IV. Scope of Work .....
V. Vendor Questionnaire .....
VI. Pricing Proposal .....
VII. Submission Instructions And Inquiries .....
VIII. Evaluation Criteria .....
IX. Resulting Contract .....
X. Terms And Conditions .....

Attachments:
A - Professional Services Agreement Template with Prevailing Wage - provided by RWG 4-24-23
B - Updated_Banning_SPCC_Plan_Final_December_of_2022

I. Notice

REQUEST FOR PROPOSALS (RFP)

RFP 25-100 Inspection and Compliance Services for Banning Municipal Airport SPCC Plan

Dear Proposers:

The City of Banning (hereinafter referred to as the "City") is requesting proposals from a qualified public entity or private firm, to establish a contract for the scope of services outlined in this request for proposals.

NOTICE IS HEREBY GIVEN that online price and document submittals must be uploaded to the online bidding system in accordance with the instructions included herein, on or before the time and date set forth in the schedule of events. It shall be the responsibility of the proposer to upload their proposal before the announced time. However, responses may be submitted at any time prior to the deadline. (Submitted proposals may be withdrawn and resubmitted at any time prior to the deadline, and cannot be viewed by City staff until the close date and time.)

SOLICITATION DOCUMENTS: To obtain a copy of the solicitation documents, please visit https://procurement.opengov.com/portal/banning-ca. If you are not currently registered with the City of Banning through OpenGov, please create an account and subscribe to this project for notifications. Proposals may only be submitted by companies who are listed as a prospective bidder on the electronic bidding website for each project that they wish to submit a response to. Firms must also check the web site periodically for addenda information as failure to download and acknowledge any and all addenda in the submittal will result in proposer disqualification.

RESPONSIVE PROPOSALS: Once listed on the prospective bidders list, companies may submit their proposals on the electronic bidding system. The City will not accept proposals submitted by companies who are not on the prospective bidders list, or from companies who have submitted a proposal via facsimile, email, mail, or any other format not permitted by this solicitation. Further instructions for submitting proposals are explained in this solicitation. Companies are to adhere to all of the submittal instructions and requirements outlined in this solicitation in order to be considered responsive to this request for proposals.

II. Introduction

II.A Summary

The City of Banning ("City") is seeking a qualified entity or individual ("Company") to provide the services listed in the Scope of Work.

The City anticipates selecting one firm to perform the services.

Proposals are requested from Companies that have a demonstrated ability to perform the tasks identified in this Request for Proposal ("RFP").

II.B Background

The City of Banning Public Work Standards can be found on the City of Banning's website at the following link:

http://www.banning.ca.us/21/Engineering.

The City of Banning is strategically located astride Interstate 10 between the Inland Empire and the Coachella Valley in the San Gorgonio Pass. The City, incorporated in 1913, has a rich and colorful history.

Initially Banning served as a stagecoach and railroad stop between the Arizona territories and Los Angeles. This history has contributed to the present-day spirit of pioneer resourcefulness and "can do" attitude that is so prevalent in the community.

Banning is a friendly and wholesome place to work and raise a family. Desirable executive housing is available, as well as moderate and lower income housing. Clean air, ample water supplies and the memorable and inspiring scenic vistas of both Mt. San Gorgonio and Mt. San Jacinto, the 2 tallest peaks in Southern California, are additional amenities which make the City of Banning a logical choice as a development opportunity in the Southern California area.

II.C Contact Information

Barbara Mason
Purchasing Manager
99 E. Ramsey Street
Banning, CA 92220
Email: bmason@banningca.gov
Phone: (951) 922-3121
Department:
Purchasing Division

II.D Timeline

This request for proposal will be governed by the following tentative schedule. All dates are subject to change at the discretion of the City.

Release Project Date	April 8, 2025
Question Submission Deadline	April 21, 2025, 4:00pm
Proposal Submission Deadline	May 7, 2025, 4:00pm
Tentative Vendor Selection Date	May 20, 2025

III. Prerequisites

Proposals will only be considered from Companies that meet the following prerequisites:

III.A Years of experience

Have at least **five (5)** years' of experience, within the past seven **(7)** years under a legally registered business name, in providing services of a similar type and scope as described in the Scope of Services. Have not filed for bankruptcy under any business name over the past five (5) years.

III.B OpenGov Registration

Have created an account on OpenGov. Companies can register at:
https://procurement.opengov.com/portal/banning-ca

Once registered, Companies must download this solicitation in order to appear on the Bidder's List as a "Prospective Bidder." Companies that fail to specifically download this solicitation will not appear on the Bidders' List and will be unable to participate or be considered for this RFP.

III.C Licenses

If applicable, Company and/or its key personnel, shall hold an appropriate license for the Company's discipline and the Services on the date the Proposal is submitted.

III.D Department of Industrial Relations Registration

If applicable, Company shall have registered with the Department of Industrial Relations and any other required organizations.

IV. Scope of Work

IV.A SCOPE OF WORK

Consultant shall provide all necessary support to ensure Banning Airport is in compliance with its SPCC Plan to comply with the Riverside County Department of Health's (DEH) issued Above Ground Fueling station Haz Mat Permit. The consultant will furnish personnel, and all services necessary to perform and record the required monthly, annual and fuel transfer inspections and provide training as listed in the SPCC.

Consultant's responsibilities include complying with the SPCC (pages below are referenced in the SPCC, shown as an attachment) to ensure that Banning Airport receives:

- Annual compliance training of Airport staff (page 54/70);
- Inspection and completion of Checklist when Airport Fuel is delivered (Assume two times per year on average (page 63/70);
- Monthly and Annual Inspections of the above ground storage tank and completion of required Checklists (page 55/70 and page 56/70, respectively)
- Completion of the Annual Tank Facility Statement if required
- Required annual AQMD test
- Additional services as needed to comply with the SPCC

Additionally, the consultant will be available to answer questions as needed. Update staff on changes to the DEH Permit, answer DEH inquiries, inform staff of regulatory changes, etc. Consultant shall be responsible for the supervision, administration and work performed by any subconsultants for services rendered.

V. Vendor Questionnaire

Proposals should be prepared in such a way as to provide a straightforward, concise delineation of capabilities to satisfy the requirements of this RFP. Responses should emphasize the Company's demonstrated capability to perform work of this type. Emphasis should be concentrated on completeness and clarity of content. Proposals shall adhere to the following format for organization and content. Proposals must be typed and arranged/divided in the following sequence to facilitate evaluation.

V.A Cover Letter*

The cover letter shall include a brief general statement of intent to perform the services and confirm that all elements of the RFP have been reviewed and understood. The letter shall include a brief summary of Company's qualifications and Company's willingness to enter into a contract under the terms and conditions prescribed by this RFP and in the Sample Agreement. The letter must identify a single person for contact during the RFP review process.

*Response required

V.B Proposal*

A. Statement of Understanding and Approach

- This section must demonstrate an understanding of the Services. It should describe the general approach, organization and staffing required for the Services requested. If necessary, preliminary investigations, due diligence, and research shall be discussed in this section.
- This section should include the following:
  - An implementation plan that describes in detail (i) the methods, including controls by which your firm or entity manages projects of the type sought by this RFP; (ii) methodology for soliciting and documenting views of internal and external stakeholders; (iii) and any other project management or implementation strategies or techniques that the respondent intends to employ in carrying out the work.
  - Detailed description of efforts your firm or entity will undertake to achieve client satisfaction and to satisfy the requirements of the "Scope of Work" section.
  - Detailed project schedule, identifying all tasks and deliverables to be performed, durations for each task, and overall time of completion, including a complete transition plan. Include your plan to deal with fluctuation in service needs and any associated price adjustments.

- Detailed description of specific tasks you will require from City staff. Explain what the respective roles of City staff and your staff would be to complete the tasks specified in the Scope of Work.
- Proposers are encouraged to provide additional innovative and/or creative approaches for providing the service that will maximize efficient, cost-effective operations or increased performance capabilities. In addition, the City will consider proposals that offer alternative service delivery means and methods for the services desired.
- Proposers are also requested to identify any City owned facilities or property which Proposer would propose to use or lease, purchase, or rent from the City in connection with the services to be performed, including information about the terms of any proposed lease, purchase or use of such equipment and facilities, and how this proposed structure affects the overall cost proposal to the City, if applicable.

B. Company Information

- This section shall include contact person information, address and telephone number of the company main office and branch offices. Each Company shall identify itself as to the type of organizational entity (corporation, sole proprietorship, partnership, joint venture, etc.). Any supplemental information that Company believes may be pertinent to the selection process may be provided.
- The Proposal shall identify any litigation, mediation, or arbitration, regarding the performance of any services similar to the Services, in which the Company has been involved in the past five (5) years. If the Services require a license or certification, the Proposal shall include any claims or disciplinary action taken against Company or any of Company's key personnel within the past five years.

C. Company Personnel

- This section shall contain names, contact numbers and description of experience, including licenses and/or certifications, of all key personnel who would be assigned to perform the Services. Members of the Company's professional team (managers, contact person, etc.) should be identified by name, title, phone number, and description of the portion of work they will be assigned to perform under this Agreement. Also include major subcontractors (if any) and their degree of involvement in this program. If the Company is including any subcontractors, the Company shall identify how long the Company has worked with the subcontractor.
- An affirmative statement should be included that the proposer and all assigned key professional staff are properly licensed to practice in California.

D. Disclosure

- Please disclose any and all past or current business and personal relationships with any current Banning elected official, appointed official, City employee, or family

member of any current Banning elected official, appointed official, or City employee. Any past or current business relationship may not disqualify the firm from consideration.

E. Experience and References

- The Proposal must demonstrate that the Company, or its key personnel, meets the minimum experience requirement in #Prerequisites with a legally registered business name, that provides services of a similar type and scope as described in the Scope of Services. A Company shall not have filed for bankruptcy under any business name over the past five (5) years.
- Company shall provide at least 3 references, within the past 5 years, of clients for whom services have been performed that are comparable in quality and scope to that specified in this RFP. The references shall include client names, addresses, telephone numbers and e-mail addresses of the clients for whom prior work was performed and include an explanation of the services provided along with project start and end dates.

*Response required

V.C Price Proposal*

All proposals submitted shall have a stated dollar bid amount for providing the services outlined in the Scope of Services. The total shall be an all-inclusive maximum price and to contain all direct and indirect costs including all out-of-pocket expenses with a full and complete breakdown of all said costs, and proposed fees including but not limited to hourly rates, reimbursable expenses and/or rates, mileage and/or travel cost, miscellaneous fees, etc., for the first year's audit engagement.

In addition, a statement must be included in this section that if the proposer is charging travel costs, the proposer's charges invoiced to the City for travel, lodging and subsistence shall not exceed the current IRS rates.

*Response required

V.D Value Added Services

Please describe any value-added services your company offers that may be of use to the City

V.E Evidence of Insurance*

In addition, the Company shall provide evidence of possession of insurance in the coverage and amounts listed in the Sample Agreement.

City requires that licensees, lessees, and vendors have an approved Certificate of Insurance (not a declaration or policy) or proof of legal self-insurance on file with the City for the issuance of a permit or contract. Within ten (10) consecutive calendar days of award of contract, successful Proposer must furnish the City with the Certificates of Insurance proving coverage as specified in contract sample.

*Response required

V.F Vendor Forms

Please download the below documents, complete, and upload.

- New_Vendor_Packet.pdf

V.G Type of Business*

☐ C Corporation
☐ S Corporation
☐ Limited Liability C Corporation
☐ Partnership
☐ Limited Liability Partnership
☐ Sole Proprietor/Individual
☐ Other
*Response required

V.H Type your Legal Company Name Here*

State your Company's Name Here. This will be verified against the California Secretary of State's Website.

*Response required

V.I EX PARTE COMMUNICATIONS CERTIFICATION*

I certify that Bidder and Bidder's representatives have not had any communication with a City Councilmember concerning this IFB at any time after the date and time that this IFB was publicly advertised.

☐ Yes
☐ No
*Response required

V.J EX PARTE COMMUNICATIONS CERTIFICATION CONTINUED*

If stated "Yes" above, please explain the circumstances in the following space, or state "None."

*Response required

V.K DEBARRED, SUSPENDED, DISQUALIFIED QUESTIONNAIRE*

Has the Company, any officer of the Company, or any employee of the Company who has proprietary interest in the Company, ever been debarred, suspended, disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or safety regulation?

☐ Yes
☐ No

*Response required

V.L DEBARRED SUSPENDED DISQUALIFIED QUESTIONNAIRE CONTINUED*

If stated "Yes" above, please explain the circumstances in the following space, or state "None."

*Response required

V.M DISCLOSURE OF GOVERNMENT POSITIONS*

Each Bidder shall disclose below whether any owner or employee of the firm currently hold positions as elected or appointed officials, directors, officers, or employees of a governmental entity or held such positions in the past twelve months. List below or state "None."

*Response required

V.N CERTIFICATION COMPLIANCE*

Please download the below documents, complete, and upload.

- Certification-Compliance_wi...

*Response required

V.O CARB Compliance Form**

Please download the below documents, complete, and upload.

- CARB_Compliance_(NEW_01-01-...

*Response required

VI. Pricing Proposal

RATE SHEET

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Annual Compliance Training	1	EA		
2	Inspection of Fuel Delivery Checklist (At least 2 times per year)	2	EA		
3	Monthly Inspections of Above Ground Storage Tank and Completion of Required Checklists	12	Monthly		
4	Annual Inspection of Above Ground Storage Tank and Completion of Required Checklists	1	EA		
5	Annual Tank Facility Statement	1	EA		
6	Annual AQMD Test	1	EA		
7	Additional Services as Needed to Comply with SPCC	10	HR		
TOTAL					

VII. Submission Instructions And Inquiries

VII.A Inquiries

If prior to the date fixed for submission of Proposals, a prospective Company discovers any ambiguity, conflict, discrepancy, omission or other errors in this RFP or any of its appendices, exhibits or attachments, the Company shall immediately notify the City of such error in writing and request modification or clarification of the document. Modifications shall be made by written Addenda to the RFP.

If a Company fails to notify the City, prior to the date fixed for submissions of Proposals, of an error in the RFP known to the Company, or an error that reasonably should have been known to the Company, the Company shall submit its Proposal at its own risk, and if the Company is awarded a Contract, it shall not be entitled to additional compensation or time by reason of the error or its later correction.

All communications regarding technical, scope, and/or project related questions and requests for clarifications, changes, exceptions, and deviations to the terms and conditions set forth in this RFP **shall be submitted via "Q&A"** through the City's Electronic Bidding System, OpenGov, before the deadline and according to these specifications herein. Any and all other bidding communications shall only be with **Barbara Mason, Purchasing Manager**, at (951) 922-3121.

The Final day for receipt of questions from the Proposer shall be on or before the due date indicated in the schedule of events section. To ensure fairness and avoid misunderstandings, **all communications must be in written format** and submitted only in the format set forth above. Any verbal communications will not be considered or responded to. All questions received by the due date will be logged and reviewed and if required, a response will be provided via an addendum to the RFP that will be posted on the City's website. **Any communications, whether written or verbal, with any City Councilmember, City staff, or RFP evaluation panel member other than the individual indicated above, prior to award of a contract by City Council, is strictly prohibited and the Proposer shall be disqualified from consideration.**

VII.B Completion Of Proposal

Proposals shall be completed in all respects as required by this RFP. A proposal may be rejected if conditional or incomplete, or if it contains any alterations or other irregularities of any kind, and will be rejected if any such defect or irregularity can materially affect the quality of the proposal. Proposals which contain false or misleading statements may be rejected. If, in the opinion of the City's Selection Committee, such information was intended to mislead the City in its evaluation of the proposal, and the attribute, condition, or capability is a requirement of this RFP, the proposal will be rejected. Statements made by a Company shall also be without ambiguity, and with adequate elaboration, where necessary, for clear understanding.

Unauthorized conditions, exemptions, limitations, qualifications, or provisions attached to a Proposal will render it non-responsive and will cause its rejection.

The Company, in responding to this RFP, must submit Proposals in the format identified in this RFP. The Proposal must address all requirements of the RFP even if a "no response" is appropriate.

Costs for developing Proposals are entirely the responsibility of the Company and shall not be chargeable to the City. The City shall not be liable for any costs incurred in response to this RFP, including but not limited to, costs for any interviews, presentations, or other follow-up information necessary as part of the selection process. All costs shall be borne by the Company responding to this RFP. The Company responding to this RFP shall hold the City harmless from any liability, claim, and expense whatsoever incurred by or on behalf of the Company.

VII.C Delivery / Submission Of Proposals

The Final day for submission of proposals shall be on or before the due date indicated in the schedule of events section.

Companies shall register on the City's Electronic Bidding System, https://www.banningca.gov/bids. Once registered, Companies must download the RFP while logged in under their own name and identification number to appear on the Current Prospective Bidders List as a "Prospective Bidder." Companies that fail to download the RFP will not appear on the Current Prospective Bidders List and their proposals will be considered non-responsive. If a Company is unable to register or download the RFP from the bidding website, a representative may contact ProcureNow.

All proposal documents and supplementary documents must be uploaded using the City's bidding website prior to event date and time as instructed in this solicitation. Once file(s) have been uploaded and the Submission Status shows as "Submitted" the submission is complete. At that point respondents will receive an email confirmation from the bidding website.

The City reserves the right to reject any and all proposals and to waive information and minor irregularities in any proposal received.

Acceptance of Terms and Conditions - Submission of a proposal pursuant to this RFP shall constitute acknowledgment and acceptance of all terms and conditions hereinafter set forth in this RFP.

The time and date are fixed, and extensions will not be granted unless specifically stated by the City in an addendum to this RFP. Proposals not received before the bid event time will not be accepted.

VII.D Alternative Proposals

Only one proposal is to be submitted by each Company for this RFP. Multiple simultaneous proposals will result in rejection of all Proposals submitted by Company. A Company may, prior to the proposal due date and time, withdraw a proposal and submit a new proposal, so long as the new proposal is submitted before the proposal due date and time.

VII.E Examination Of RFP And Sites Of Work

The Company shall carefully examine the RFP and all sites, if applicable, of the work contemplated. The submission of a Proposal shall be conclusive evidence that the Company has investigated and is satisfied as to the conditions to be encountered, as to the character, quality, and quantities of work to be performed and materials to be furnished, the difficulties to be encountered, and to the requirements of the Proposal, RFP, and other Contract Documents.

By submitting a Proposal, the Company hereby certifies that it has: examined the local conditions, read each and every clause of this RFP, included all costs necessary to complete the specified work in its proposed prices, and agrees that if it is awarded the Contract it will make no claim against the City based upon ignorance of local conditions or misunderstanding of any provision of the Contract. Should the conditions turn out otherwise than anticipated by it, the Company agrees to assume all risks incident thereto.

VII.F Addenda

Unless otherwise specified, any addenda issued during the time of bidding must be acknowledged electronically via the City's Bidding Website, which will be made part of the proposal. Addenda notifications will be provided to those listed on the Electronic Prospective Bidder's List via email.

VII.G Withdraw Of Proposals

All proposals shall be firm offers and may not be withdrawn for a period of one hundred twenty (120) days following the deadline date for submission of proposals noted herein. Submitted Proposals may be withdrawn at any time prior to the submission deadline.

VII.H Pre-Proposal Meeting

There will be no pre-proposal meeting.

VIII. Evaluation Criteria

The City reserves the right to amend, withdraw, and cancel this RFP. The City also reserves the right to reject all responses to this RFP at any time prior to agreement execution. Furthermore, the City reserves the right to request additional information about any and all Proposals, that in City's opinion, is necessary to assure that the Company's competence, number of qualified employees, business organization, experience, and financial resources are adequate to perform the Services.

All Proposals shall be reviewed to verify that the Company has met the minimum requirements as stated in this RFP. Proposals that have not followed the rules, do not meet minimum content and quality standards, and/or do not provide references will be rejected as non-responsive.

Responsive proposals will be evaluated on the basis of the criteria below. **If needed, interviews will be scheduled during or after the week indicated in the "Schedule of Events" section.** If needed, interviews will be conducted by the same members on the proposal evaluation panel. Dates, times, and a location will be coordinated at that time if interviews are deemed necessary after the evaluation of responsive proposals. If interviews are deemed necessary, candidates who have submitted the highest scoring proposals within a competitive range as determined by the City will be invited to participate in the interview process.

The selected Company shall then enter into exclusive negotiations with the City to formalize the Scope of Service and Compensation. Recommendation for award is contingent upon the successful negotiation of final contract terms. Negotiations shall be confidential and not subject to disclosure to competing Proposers unless an agreement is reached. If the City is unable to obtain a fair and reasonable price or cannot reach agreement regarding the terms for the Scope of Services, then the City will end negotiations with that Company and begin negotiations with the next Company which best meets the needs of the City, and so on until a City and the Company reach agreement.
The City intends to select the Company that offers the best value to the City based on the criteria outlined above.

No.	Evaluation Criteria	Scoring Method	Weight (Points)
1.	**Qualifications**	Points Based	30 *(30% of Total)*
2.	**Pricing**	Points Based	15 *(15% of Total)*
3.	**Experience (Projects of similar size and scope)**	Points Based	25 *(25% of Total)*
4.	**Professional References**	Points Based	10 *(10% of Total)*

5.	**Approach and Methodology**	Points Based	15 *(15% of Total)*
6.	**Value Added Services**	Points Based	5 *(5% of Total)*

IX. Resulting Contract

IX.A CONTRACT TERM

The initial term of the Agreement shall last **one (1) year from the date of execution with the option to extend for four (4) additional one-year terms not to exceed five (5) years** based upon acceptable performance by the Company, acceptable fees and subject to the same terms and conditions of the Agreement.

Pricing is to remain firm for the initial contract term. Should the option to renew for additional years be exercised, City and Company may negotiate any and all price modifications.

IX.B CONTRACT DOCUMENTS

In submitting a Proposal, the Company agrees to enter into an Agreement with the City ***without exceptions to the City's standard agreement***. The City's standard agreement is **non-negotiable**, and a copy of the standard agreement is attached herein. **Any change to the standard agreement will deem the Proposal non-responsive**. In the event of a conflict exists between documents the following order of precedence shall apply:

- Agreement
- City of Banning's Request For Proposals
- Company's Response to the Request For Proposals

IX.C EXECUTION OF AGREEMENT

After contract award, the following shall be signed and returned to the City within fourteen (14) calendar days from the date the City mails, or by other means delivers said documents to the Company:

- The Agreement in the form included herein, properly executed by the Company.
- Certificates of Insurance and Additional Insured Endorsement evidencing coverage as specified in the sample agreement.
- Confirmation of current business tax certificate.
- Bonds, if required.

In any event that day fourteen (14) of calendar days falls on Saturday, Sunday, a legal holiday for the State of California, or on days when the City is closed, the Contract Documents shall be delivered by the following working day.

No Agreement shall be binding upon the City until all documents are fully executed by the Company and the City.

IX.D FAILURE TO EXECUTE THE AGREEMENT

Failure to execute the Agreement and furnish the required insurance and business tax certificate, within the required time period shall be just cause for the rescission of the award. If bonds are also required, failure to furnish sufficient bonds shall cause rescission of the award. If the successful Company refuses or fails to execute the Agreement, the City may award the Agreement to the next qualified Company.

X. Terms And Conditions

X.A Contract Terms And Conditions

The successful company will be required to execute the City's standard agreement ("Agreement"). A sample is attached herein. The successful company must meet all insurance requirements in the Agreement. All terms and conditions of the Agreement are non-negotiable. Companies must possess valid City of Banning Business License throughout the term on the contract. Failure to execute the Agreement and furnish the required insurance within the required time period shall be just cause for the rescission of the award. If any of the successful Companies refuse or fail to execute the Agreement, the City may award the Agreement to the next most qualified Company.

X.B Public Records

All Proposals submitted in response to this RFP become the property of the City and pursuant to the Public Records Act (Gov. Code, § 6250 et seq.) are public records, and as such may be subject to public review at least 10 days before selection.

The Company must notify the City in advance of any proprietary or confidential materials contained in the Proposal and provide justification for not making such material public. The City shall have sole discretion to disclose or not disclose such material subject to any protective order that the Company may obtain. Note that under California law, price proposal to a public agency is not a trade secret.

Submission of a proposal shall indicate that, if Proposer requests that the City withhold from disclosure information identified as confidential, and the City complies with the Proposer's request, Proposer shall assume all responsibility for any challenges resulting from the non-disclosure, indemnify and hold harmless the City from and against all damages (including but not limited to attorney's fees that may be awarded to the party requesting the Proposer information), and pay any and all costs and expenses related to the withholding of Proposer information. Proposer shall not make a claim, sue, or maintain any legal action against the City or its directors, officers, employees, or agents concerning the disclosure, or withholding from disclosure, of any Proposer information. If Proposer does not request that the City withhold from disclosure information identified as confidential, the City shall have no obligation to withhold the information from disclosure and may release the information sought without any liability to the City.

The City reserves the right to make use of any information or idea contained in the Proposal. All materials, ideas and formats submitted in response to this RFP will become the property of the City upon receipt.

X.C Conflict Of Interest

The Proposer warrants and represents that it presently has no interest and agrees that it will not acquire any interest which would present a conflict of interest under California Government Code sections 1090 et seq., or sections 87100 et seq., during the performance of services under any Agreement awarded. The Proposer further covenants that it will not knowingly employ any person having such an interest in the performance of any Agreement awarded. Violation of this provision may result in any Agreement awarded being deemed void and unenforceable.

X.D Rejection Of Proposals

The City may reject any/or all Proposals and may waive any immaterial deviation in a Proposal. The City's waiver of an immaterial defect shall in no way modify this RFP or excuse the Company from full compliance with this RFP and/or the Contract Documents if awarded the Contract. Proposals that include terms and conditions other than City's terms and conditions may be rejected as being non-responsive. The City may make investigations as deemed necessary to determine the ability of the Company to perform the work, and the Company shall furnish to the City all such information and data for this purpose as requested by the City. The City reserves the right to reject any proposal if the evidence submitted by, or investigation of, such Company fails to satisfy the City that such Company is properly qualified to carry out the obligations of the Agreement and to complete the work described herein.

X.E Protest Procedures

Failure to comply with the rules set forth herein may result in rejection of the protest. Protests based upon restrictive specifications or alleged improprieties in the proposal procedure which are apparent or reasonably should have been discovered prior to receipt of proposals shall be filed in writing with the RFP Facilitator at least 10 calendar days prior to the deadline for receipt of proposals. The protest must clearly specify in writing the grounds and evidence on which the protest is based.

Protests based upon alleged improprieties that are not apparent or which could not reasonably have been discovered prior to submission date of the proposals, such as disputes over the staff recommendation for contract award, shall be submitted in writing to the RFP Facilitator, within forty-eight hours from receipt of the notice from the City advising of staff's recommendation for award of contract. The protest must clearly specify in writing the grounds and evidence on which the protest is based. The RFP Facilitator will respond to the protest in writing at least three days prior to the meeting at which staff's recommendation to the City Council will be considered. Should Proposer decide to appeal the response of the RFP Facilitator, and pursue its protest at the Council meeting, it will notify the RFP Facilitator of its intention at least two days prior to the scheduled meeting.

X.F Cancellation

The City retains the right to cancel this RFP at any time, should it be deemed to be in the best interest of the City. No obligation either expressed or implied exists on the part of the City to make an award based on the submission of any proposals.

IN WITNESS WHEREOF the Parties hereto have executed this Agreement the day and year first hereinabove written.

CITY OF BANNING

Douglas Schulze, Date
City Manager

ATTEST:

Caroline Patton Date
Deputy City Clerk

APPROVED AS TO FORM:
Richards, Watson & Gershon

Kevin G. Ennis, Esq., Date
City Attorney

CONSULTANT

NAME: Date
TITLE:

NAME: Date
TITLE:

Tax ID No.

Address:

City Council Approval: _____

NOTE: PROOF OF AUTHORITY TO BIND CONTRACTING PARTY REQUIRED. APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONSULTANT'S BUSINESS ENTITY.

Statement of Understanding and Approach

General Approach

The EEC team understands that the SPCC compliance scope of work is directly tied to the Banning Municipal Airport's Aboveground Fueling Station Hazardous Materials Permit issued by the Riverside County Department of Environmental Health (DEH).

EEC Environmental (EEC) recognizes the City of Banning's need for ongoing, responsive, and technically sound support to maintain compliance with its Spill Prevention, Control, and Countermeasure (SPCC) Plan, as well as associated regulatory requirements from DEH and the South Coast Air Quality Management District (SCAQMD). The City must demonstrate compliance through properly documented monthly and annual inspections, fuel delivery monitoring, employee training, equipment testing, and regulatory communication.

Our team has the regulatory expertise, airport fueling system experience, and compliance management systems required to perform these services reliably and efficiently. We understand the critical importance of maintaining SPCC compliance at airport facilities and other locations where petroleum products are stored in aboveground tanks. Adhering to the SPCC Plan is essential to prevent environmental spills, protect public safety, and ensure uninterrupted airport operations. It also minimizes potential legal and financial liabilities.

EEC's approach to this project begins with collaborative planning between the City and our project team. We emphasize early coordination to clearly define the inspection schedule, training logistics, regulatory deadlines, and document control processes. We also promote open and proactive communication between all team members to support timely task completion, prompt resolution of emerging issues, and alignment on project status and deliverables.

Timeliness and efficiency are essential to project success. EEC will work in parallel wherever possible—conducting field inspections while processing documentation and reporting tasks simultaneously—to reduce overall project duration. Our goal is to provide the City with seamless SPCC compliance support that ensures operational readiness, regulatory alignment, and long-term environmental stewardship.

Organization and Staffing

As Project Manager, Lanni Duong, CSP, will lead a team of dedicated professionals, including Professional Civil Engineers, Professional Geologists, and Compliance Specialists to complete the project scope efficiently and in full regulatory compliance. An organizational chart is included below to illustrate team structure and responsibilities.

Name	Title	Role	Years of Experience
Lanni Duong, CSP	Sr. Environmental Compliance Manager	Project Manager	25
Stan Steinbach, PE	Principal Engineer	Compliance Engineer	30
Will Shaffer, PE	Senior Project Engineer	Project Engineer	12
Joe Jenkins	Project Regulatory Specialist II	Compliance Manager	18
Laura Holder	Project Manager	Project Support	21
Alex Aguirre	Compliance Specialist	Compliance Support	5

Name	Title	Role	Years of Experience
Baltazar Maldonado	Compliance Inspector	Compliance Inspector	8

Implementation Plan

Project Management Approach

EEC emphasizes hands-on involvement throughout the project lifecycle, especially for technically complex projects requiring multidisciplinary coordination. Our approach ensures that EEC Principals and experienced professionals work closely with Project Engineers and Field Staff to manage tasks efficiently, maintain quality, and achieve results.

Planning

EEC approaches each engagement with a partnership mindset. Rather than merely fulfilling minimum requirements, we collaborate with the City of Banning to understand its unique operational and regulatory context. We will co-develop a project plan that aligns with the City's compliance goals and integrates stakeholder input. Regular milestone meetings and workshops will support collaboration, drive transparency, and document key takeaways for ongoing reference and accountability.

Communication

Strong partnerships are built on clear communication. As Project Manager, **Lanni Duong** will serve as the single point of contact, streamlining communication between the City and the entire EEC team. This approach ensures consistency, eliminates redundancy, and reduces potential delays or misunderstandings.

Project updates will be provided on a regular basis, and data will be shared in real time through collaborative platforms. This allows for rapid response to changing field conditions and enables informed decision-making that helps reduce both cost and project duration.

Scope of Work

EEC's efforts to complete the scope of work to the satisfaction of the City and in compliance with the SPCC Plan are provided below:

Annual compliance training of Airport staff

To complete this task, EEC will review existing training materials, coordinate with City representatives to update and enhance the content, and develop engaging, scenario-based training sessions to promote retention and awareness. Training will emphasize key SPCC requirements, emergency response procedures, fueling protocols, and employee responsibilities. Training records will be documented using the SPCC Training Record Form and maintained for regulatory review.

Inspection and completion of Checklist when Airport Fuel is delivered

EEC will coordinate with the City and fueling staff to understand fuel delivery scheduling and review the relevant standard operating procedures (SOPs). EEC will also examine previous inspection records to ensure consistency with past practices and identify any areas for improvement. Fuel delivery inspections will include observation of tank vehicle transfer procedures and completion of the Tank Vehicle Transfer Checklist. This task will be performed approximately twice per year.

Monthly and Annual Inspections of the above ground storage tank and completion of required Checklists

EEC will conduct detailed monthly and annual inspections of the aboveground storage tank (AST) and associated equipment. Prior to conducting inspections, project team members will review the facility's SPCC Plan, become familiar with the AST system layout and components, and examine historical inspection findings. EEC will complete all required inspection checklists, including the Monthly Oil/Container Inspection Checklist and the Annual AST Inspection Checklist, and provide the City with copies of completed forms and any corrective action recommendations.

Completion of the Annual Tank Facility Statement (if required)

EEC will coordinate with a qualified subcontractor certified to perform AQMD-required compliance testing under Rule 461. EEC will review the current air permit to identify testing requirements, notification procedures, permit conditions, and recordkeeping mandates. EEC will ensure all test documentation, calibration data, and results are submitted to the City and stored in the compliance record.

Required annual AQMD test

In order to complete this task, EEC will coordinate with a qualified compliance tank tester to perform the required test, review the air permit to operate for compliance testing notifications requirements, permit conditions, recordkeeping requirements.

Additional services as needed to comply with the SPCC Plan

EEC will support all SPCC Plan requirements and maintain compliance with related regulatory programs, including Riverside County DEH, AQMD, and CERS reporting. Additional services may include SPCC Plan updates, preparation of technical memoranda or correspondence, regulatory agency coordination, or updates to the facility's Hazardous Materials Business Plan. EEC is fully prepared and qualified to provide additional services and project support as needed.

As indicated previously, open communication between the City and EEC will be an integral part of this project. EEC will be available to answer all questions pertaining to the Scope of Work items described above. EEC will address DEH inquiries and inform staff of any changes to the DEH permit and other regulatory changes or requirements. If a subconsultant performs any work for this project, EEC will be responsible for the supervision, administration, and work performed by the subconsultant.

Schedule

EEC understands the City's goal of completing the project tasks as efficiently as possible and to comply with deadlines and requirements of the SPCC Plan. To accomplish this and keep the project on track, EEC will utilize an online scheduling project management platform to promote shared visibility and collaboration between the City and the EEC team. Real time project management helps identify project status and any potential hiccups that may require redirecting staff and effort to keep the project on track.

EEC utilizes the latest project management software to track and forecast project schedules. EEC will update the City on project schedules regularly. We will identify opportunities to reduce project timelines, when possible. A detailed project schedule is provided below:

Project Schedule

Task	Deliverable	Unit	Frequency
Monthly AST Inspections	Completed Monthly Oil/Tank Container Inspection Checklist (Pg. 55)	12	Monthly
Annual AST Inspections	Annual Above Ground Storage Tank Inspection Checklist (Pg. 56)	1	Annually
Fuel Transfer Inspection	Tank Vehicle Transfer Checklist (Pg. 63)	2	~2x/year (as needed)
SPCC Training for Airport Staff	Sign-in sheet, materials, certificates (Pg. 54)	1	Annually
SCAQMD Test	Test data, calibration data, tester records, notification of results, and test report.	1	Annually
Completion of Annual Tank Facility Statement	Annual Tank Facility Statement	1	Annually
Regulatory Updates / Staff Support	California Environmental Reporting System (CERS) upload of Hazardous Materials Business Plan Submissions, Aboveground Petroleum Storage Act (APSA) Updates, SPCC Plan Updates.	10	Ongoing, as needed

SPCC Compliance Support Schedule (12 Months) (example and approximate)

Task	J	F	M	A	M	J	J	A	S	O	N	D
Monthly AST Inspections	X	X	X	X	X	X	X	X	X	X	X	X
Annual AST Inspections												X
Fuel Transfer Inspection						X						X
SPCC Training for Airport Staff						X						
SCAQMD Test												X
Completion of Annual Tank Facility Statement						X						
Regulatory Updates / Staff Support	X		X		X		X		X		X	
Project Oversight, Coordination, Scheduling, and Communications	X	X	X	X	X	X	X	X	X	X	X	X

Transition Plan

Upon contract execution and to ensure a smooth transition, EEC will complete the following:

- ✓ Coordinate a meeting with City officials and appropriate airport staff
- ✓ Request and review the past 12 months of inspection records
- ✓ Request and review airport fueling SOPs, contact lists, and training materials

- ✓ Request and review copies of training records and materials
- ✓ Request air permit, fuel throughput log related to SCAQMD Rule 461 fuel dispensing requirements
- ✓ Attend orientation and obtain all necessary airport access credentials

City Tasks

The City of Banning will play a key support and oversight role in ensuring Banning Municipal Airport remains in compliance with its Spill Prevention, Control, and Countermeasure (SPCC) Plan and Riverside County Department of Environmental Health (DEH) hazardous materials permit.

EEC will serve as the primary implementer of the scope of work, taking the lead on tasks such as:

- Conducting SPCC compliance training for City staff
- Performing inspections and required testing
- Completing all necessary checklists and documentation
- Managing communications with the City, DEH, and relevant stakeholders

In support of these efforts, the City will be responsible for:

- Coordinating access to the Airport site for scheduled activities
- Providing historical records and documentation related to Airport facilities and operations
- Reviewing EEC-generated deliverables (e.g., checklists, reports, correspondence)
- Participating in communications or meetings regarding regulatory compliance, as needed

This collaborative model ensures a smooth and effective partnership, with EEC providing technical leadership and regulatory expertise, while the City ensures operational access, context, and oversight.

Innovative Solutions

EEC will draw on its experience working with SPCC compliance at airport facilities to ensure the scope of work is completed in the most efficient, cost-effective manner and to increase performance capabilities.

EEC Company Information

EEC is a full-service environmental consulting firm that provides top-tier environmental, engineering, technology, and consulting services to public and private entities. EEC was founded in 1995 to fulfill a need for technical excellence and personal service. EEC is comprised of a team of experts in environmental audits and compliance, aboveground and underground storage tank services (removal, replacement, inspections, and compliance), Spill Prevention Control and Countermeasure (SPCC) plans, Stormwater Pollution Prevention Plans (SWPPPs), hazardous material surveys (including asbestos, lead, polychlorinated biphenyls (PCBs), and mercury), Phase I and II Environmental Site Assessments, remediation, data management systems, toxicology, hydrogeology, geology, industrial hygiene, and emerging contaminants including per- and polyfluoroalkyl substances (PFAS) and microplastics. EEC routinely performs Compliance Audits, SPCC Plan inspections, training, and reporting, Hazardous Materials Management Plans, Phase I ESAs, Phase II soil vapor, soil, and groundwater investigations, groundwater monitoring programs, human health risk assessments (HHRAs), air monitoring, asbestos and lead surveys and abatement, and site remediation. EEC also has extensive experience preparing site assessment work plans and reports, preliminary endangerment assessments (PEAs), feasibility studies, removal action work plans (RAWs), remedial action plans (RAPs), and closure reports for regulatory acceptance and approval.



EEC Facts at a Glance

Legal Name:	EEC Environmental
Number of Employees:	60
Years in Business:	30
Corporate headquarters:	1 City Boulevard West, Suite 1800 Orange, CA 92868
Phone Number:	(714) 667-2300
Fax Number:	(714) 667-2310
Website:	www.eecenvironmental.com
Certifications/Licenses:	Small Business Enterprise (CA DGS) #15715 Class A General 4 PGs, 4 PEs, and 2 QISPs Engineering Contractors License #743267 Hazardous Substances Removal Certification
Tax Identification Number:	33-0665828

Primary Project Contact:
Ms. Lanni Duong, CSP
Senior Environmental Compliance Manager
Phone: (714) 667-2300
Email: lduong@eecenvironmental.com

Project Principal:
Mr. Stan Steinbach, PE
Compliance Engineer
Phone: (714) 667-2300
Email: ssteinbach@eecenvironmental.com

EEC does not anticipate contracting issues, conflicts of interest, or litigation concerns that would affect our ability to contract immediately with the City of Banning. EEC does not currently or in the past has not had any litigation, mediation, or arbitration regarding the services or performance of any services similar to the services outlined in the RFP. Additionally, no claims or disciplinary action have been taken against EEC or any of EEC's personnel related to their licensing or certification. EEC has never filed for bankruptcy under any business name.

EEC's Culture and Philosophy

Responsiveness, integrity, and expert compliance, site assessment, and remediation experience are the hallmarks of EEC's highly qualified management and staff. These qualities have resulted in EEC being the go-to choice for organizations and industries requiring a consultant that can integrate seamlessly into a client organization, enhance the technical qualifications, reduce regulatory costs, and provide creative solutions to quickly and cost-effectively resolve environmental and health and safety issues.

EEC does not operate on separate profit centers so applicable resources can be pulled from our other office and departments to support a project or program if needed. EEC has a strong entrepreneurial team and a safety culture that is very client-orientated to making sure quality, schedule, and budget expectations are met. Our proposed core project team is described in more detail in the Company Personnel section of this proposal.

EEC's clients benefit from the solid reputation EEC has developed with agencies such as the State of California Department of Toxic Substances Control (DTSC), Regional Water Quality Control Boards (RWQCBs), Riverside County Department of Environmental Health (DEH), and other local agencies over the past 30 years by consistently performing high quality work while remaining cost effective.

SPCC Plan Development and Compliance:

EEC has successfully developed and implemented SPCC Plans for numerous facilities across various industries, including major clients in the airline, energy, and manufacturing sectors. Our experience spans both public and private entities, ensuring adherence to EPA SPCC regulations, DEH guidelines, and local regulatory compliance requirements. Key examples of our SPCC work include the development and implementation of SPCC Plans for critical infrastructure at multiple high-profile locations, such as airports and military installations.

EEC's Divisions

EEC is composed of five divisions (compliance, environmental, engineering, stormwater, and litigation support) that operate both collectively and individually to achieve client and project needs and allow EEC to provide turnkey, beginning-to-end services.

EEC's **Compliance Division** supports a wide range of public- and private-sector clients with environmental health and safety (EHS) regulatory support services. This division helps clients maintain compliance with federal, state, and local regulations through permit management, third-party auditing, sampling, training, regulatory negotiation, and in-house staffing. EEC's Compliance Division completes onsite inspections to identify potential deficiencies and compliance issues related to hazardous materials and equipment such as USTs, ASTs, emergency generators, and boilers. EEC then provides solutions and guidance to address identified issues, including staff training, documentation of proposed site improvements, preparation of waste management database, compliance schedule databases, inspection forms, submittal of agency notification and permit applications and renewals, and implementation of mitigation measures. EEC prepares associated documentation, such as SPCC Plans,

Hazardous Materials Business Plans, Storage Tank Engineering Inspection Reports, Compliance Audit Reports, Contingency Plans, etc. The Compliance Division teams with EEC's divisions described below. For example, Professional Engineers from the Engineering Division work hand in hand with EEC's Compliance experts to complete SPCC Plans and associated inspections and training.

EEC's **Environmental Division** routinely performs groundwater monitoring and sampling, operations and maintenance of remediation systems, and Phase I/II ESA; plans and conducts soil, soil vapor, vapor intrusion, and groundwater investigations; performs air monitoring and sampling; prepares and implements site assessment work plans, vapor intrusion investigations, remedial action plans, and closure reports for regulatory acceptance and approval; and conducts agency negotiation.

EEC's **Engineering Division** provides soil and groundwater remediation design, wastewater treatment and water reuse design, stormwater management, utility design, and wastewater treatment system operation and maintenance. The Engineering Division also provides Fats, Oils, and Grease (FOG) Program Compliance and prepares Sewer System Management Plans (SSMPs).

EEC's **Stormwater Division** completes onsite inspections to ensure compliance with Municipal Separate Storm Sewer System (MS4) National Pollution Discharge Elimination System (NPDES) permit. EEC assists developers and commercial/industrial facilities with the identification and implementation of best management practices to assist in meeting MS4 requirements or California's Numeric Action Levels (NALs). When a facility has an exceedance of NALs, EEC will prepare Level 1 and 2 Elevated Response Action (ERA) evaluations and reports as required by the State's Industrial General Permit. The Stormwater Division also prepares Stormwater Pollution Prevention Plans (SWPPPs).

The **Litigation Support Division** completes historical research and identifies potentially responsible parties in connection with environmental litigation cases, including a wide variety of Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) projects. In addition to historical research and PRP identification, EEC provides cost allocation and expert witness services to CERCLA projects including large Superfund groundwater cleanup projects.

EEC also provides GIS/Data Management and Aerial Drone Services, and EEC's Construction Services Division supports the firm's environmental and engineering projects. EEC's GIS/Data Management group provides database design, data conversion, digitization, custom application development, mapping services, software training, remote services, and other support using ESRI's ArcGIS platform. EEC's construction group removes underground storage tanks, installs aboveground storage tank systems, operates and maintains soil and groundwater remediation systems, and performs general construction services, including heavy equipment operation and mechanical services.

Litigation and Compliance History:

EEC has not been involved in any litigation, mediation, or arbitration related to the performance of environmental compliance services, including SPCC Plans, within the past five (5) years. We have maintained a strong record of regulatory compliance and have no outstanding claims or disciplinary actions against our company or key personnel related to SPCC regulations or other environmental matters.

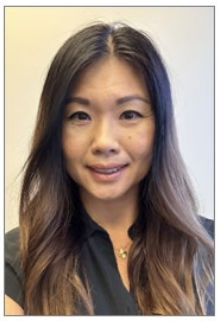
Supplemental Information:

EEC's team of experienced professionals, including licensed engineers, environmental specialists, and regulatory experts, works together to provide comprehensive solutions that address the full spectrum of environmental compliance needs. We offer turnkey services, from initial site assessments and SPCC Plan development to training, implementation, and ongoing compliance management.

Company Personnel

The core EEC / City project team are all based in Southern California and bring years of environmental compliance and engineering experience to the program. The EEC team assembled for this project has and currently completes environmental compliance and engineering services for public and private clients in Southern California and throughout the United States. Brief resumes of key members of the EEC's staff are provided below. Complete EEC Resumes for key project team members are provided as an attachment to this section of this proposal. EEC and all assigned key professional staff are properly licensed to practice in California.

Lanni Duong, CSP
Senior Environmental Compliance Manager
714-667-2300
lduong@eecenvironmental.com



Lanni Duong, CSP is the Senior Environmental Compliance Manager at EEC and will act as the **Project Manager** for the proposed project. She will be the main point of contact for the City, DEH, and other stakeholders and will be responsible for overseeing all project activities and ensuring that all required reporting and record keeping is completed. She has more than 25 years of experience in the industry.

Lanni is a safety/risk management professional with extensive background in regulatory compliance, driving continuous improvement initiatives with cross-functional teams, and managing operational and people performance. Lanni excels in maintaining a delicate balance between operational efficiencies and stringent regulatory compliance requirements. Lanni has extensive experience with EHS, compliance audits, and tank fueling and SPCC Plan compliance. Lanni is adept at interfacing with regulatory inspectors and reviewing safety and environmental protocols. She has successfully appealed OSHA citations, managed state environmental litigations, and responded to EPA/CERCLA Requests for Information.

Lanni received her Bachelor of Science, Applied Ecology at the University of California, Irvine and completed the Occupational Health & Safety Certificate and Project Management Programs at University of California, Irvine-Division of Continuing Education. Lanni maintains numerous certifications, including but not limited to: Hazardous Material Management/80-Hour HAZWOPER Certification, 40-Hour Incident Commander Training, International Code Council Underground Storage Tank Service Technician and In-Station Diagnostic Certification, Environmental Compliance Inspector, SCAQMD Rule 461 Daily Self Inspection, and Confined Space Entry Training.

- *Storage Tanks Compliance:* Oversee UST and AST program compliance, including support for equipment maintenance, repair, leak detection, and regulatory compliance and inspection readiness.
- *Hazardous Materials and Waste Management:* Manage hazardous materials and waste programs, ensuring compliance with California DTSC, RCRA, DOT, and local regulations, including waste profiling, storage and labeling compliance, and disposal coordination.
- *Permit Compliance and Environmental Reporting:* Support permit filing, reporting, and renewals for SPCC, SWPPP, HMBPs, and air quality, ensuring timely submissions and accurate documentation.
- *Inspections and Audits:* Provide inspection and audit support, preparing for internal and regulatory inspections by OSHA, EPA, and local agencies.

Stan Steinbach, PE
Principal Engineer
714-667-2300
ssteinbach@eecenvironmental.com



Stan Steinbach is a Principal Engineer with EEC and will act as the **Compliance Engineer** for the proposed project. He has over 30 years of experience in the industry, which included the development of SPCC Plans and acting as the certifying engineer of updated SPCC Plans at numerous airport facilities. He will provide technical expertise related to SPCC Plan and fueling system requirements. He also has expertise in design and installation of groundwater and soil treatment systems as well as industrial and municipal wastewater treatment.

Stan was the principal engineer on 100+ soil and groundwater remediation projects in California. He has conducted wastewater characterization and treatability studies, soil and groundwater site assessments, remedial testing studies, remedial action plans / feasibility studies, and remedial design, and has been responsible for operation and maintenance of 50+ soil and groundwater treatment systems.

Many of his projects have included chemical treatment, pH neutralization, contaminant adsorption, metals precipitation, ion exchange, and air stripping. In 2010, the DTSC retained Stan to design and oversee the construction of a $27 million groundwater treatment plant at the Stringfellow Acid Pits Superfund site in Riverside, California.

Stan holds a Bachelor's Degree (B.S.) in Chemical Engineering from Oregon State University. He is a California Register Professional Engineer (P.E.), has an OSHA 40-hour CFR 1910.120, and OSHA 8-Supervisor Training.

Will Shaffer, PE, QSD, QISP
Senior Project Engineer
714-667-2300
wshaffer@eecenvironmental.com



Will Shaffer is a Senior Project Engineer with EEC and will act as a **Project Engineer** for the proposed project. Will holds a Bachelor of Science from Loyola Marymount University; he is a registered professional engineer in California, Maryland, and 16 other states. He is a California Qualified Stormwater Pollution Prevention Plan (SWPPP) Developer (QSD) and a Qualified Industrial Stormwater Practitioner (QISP). Will is a member of the American Society of Civil Engineers (ASCE), National Society of Professional Engineers (NSPE), a leading member of the Loyola Marymount University Council for Industry Partnerships and maintains an OSHA 40-Hour HAZWOPER certification.

Will has 12 years of civil design and project management experience across a vast array of disciplines, which has included the development of SPCC Plans and acting as the certifying engineer of updated SPCC Plans at numerous airport facilities. He has also specialized in underground utilities, site grading and drainage, stormwater compliance and structural BMP design, industrial wastewater pretreatment, UST/ASTs, vapor intrusion mitigation systems, and ADA design.

Joseph Jenkins, QISP
Project Regulatory Specialist II
714-667-2300
jjenkins@eecenvironmental.com



Joseph Jenkins is a Project Regulatory Specialist II with EEC and act as the **Compliance Manager** for the proposed project. Joseph has 18 years of experience in the regulatory compliance field, and holds a Bachelor of Science in Business Administration from York College in Nebraska; a certificate in Environmental Management from the University of California, Irvine, Extension; a certificate as a Grade I Environmental Compliance Inspector through the California Water Environment Association; and a certificate as a Qualified Industrial Stormwater Practitioner (QISP). Joseph also maintains certification in OSHA 40-hour HAZWOPER training and in the Pipeline Assessment and Certification Program.

Joseph has conducted multiple SPCC document reviews and SPCC related inspections of industrial and commercial facility. During the reviews/inspections, Joseph reviews oil storage areas, waste storage practices, spill response and staff training practice. Joseph then updates SPCC related documents to prepare for review and approval of EEC's Professional Engineers. Joseph is also EEC's lead auditor for sewer system management plan (SSMP) audits. To date, Joseph has conducted internal SSMP audits for the Costa Mesa Sanitary District, City of La Habra, City of Buena Park, City of Santa Ana, and City of Anaheim. Joseph has assisted in the development of multiple stormwater programs for both industrial and municipal clients.

Joseph has performed hundreds of Environmental Health and Safety (EH&S) audits for multiple commercial and industrial clients across the United States. During the audits, Joseph evaluates the facility's EH&S programs, identifies potential issues, and provides corrective action to the client in a manner that is easily understood and implemented. Joseph manages and schedules EEC's inspection programs and provides training and quality control / quality assurance of EEC's inspectors.

Baltazar Maldonado
Compliance Inspector
714-667-2300
bmaldonado@eecenvironmental.com



Baltazar Maldonado is a Compliance Inspector with EEC and will act as the Lead **Compliance Inspector** for the proposed project. Baltazar holds a Bachelor of Science from California State University Long Beach; he maintains a certification in OSHA 40-hour HAZWOPER training and is a bilingual English and Spanish speaker. Baltazar has 8 years of compliance inspection experience on industrial and commercial sites, including airports such as LAX.

Baltazar has completed SPCC Plan compliance inspections on behalf of major airlines at airports located throughout the United States. Additionally, Baltazar has conducted sewer pretreatment inspections for the City of Ontario and the City of Huntington Beach. He has also conducted thousands of Fats, Oil, and Grease (FOG) inspections at food service facilities, National Pollutant Discharge Elimination System (NPDES) stormwater inspections at industrial and commercial facilities, and Sanitary Sewer Overflow (SSO) emergency response and elevated enforcement actions. Baltazar has also worked with industrial and commercial facilities on stormwater and FOG-related Best Management Practices (BMP) evaluations to determine the proper BMPs that should be implemented and to resolve consistent compliance issues. Baltazar is EEC lead responder for

SSO occurrences. During these events, Baltazar helps to determine the cause of the SSO and the necessary actions to resolve the SSO cause. Following the SSO event, Baltazar determines the necessary corrective actions to be conducted, and works with the facilities to ensure these actions are followed to prevent future SSO occurrences.

Subcontractor

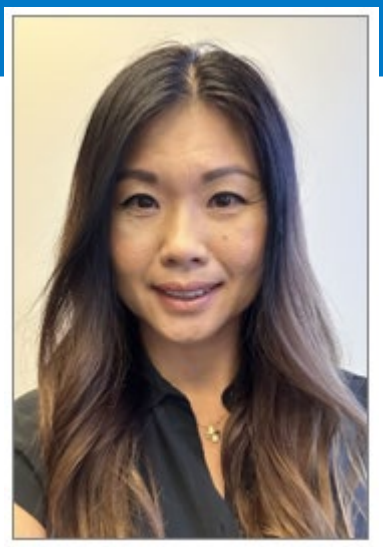
Fuel Pros Inc.
14774 Central Avenue
Chino, California 91710
909-614-1379
James.Beck@fuelpros.net
www.fuelpros.net

Fuel Pros Inc. will be the **Annual AQMD Compliance Testing Subcontractor** for the proposed project. Fuel Pros, Inc. was founded in 1948 and has continuously served the petroleum industry for nearly seven decades. They are a licensed General Contractor in CA and AZ and also hold an A-Haz, B, and C-36 (plumbing) license. They offer a cadre of construction services including complete fueling system installation, ground up construction, raze and re-build, project management, in house electrical, plumbing, concrete/asphalt and masonry. Their clients vary and include major oil companies, large multi-site operators, government entities, commercial and industrial operators, independent station operators along with a multitude of various private users.

Fuel Pros technicians and testers are certified by most major manufacturers. They are fuel system specialists from the back room software to the nozzle and every component in between. Their wealth of experience and expertise in emerging technology have firmly established the company as an industry leader. Their group of professionals assists in every aspect of fuel system operation. They consistently offer a “value added” approach and service-oriented management style.

Lanni Duong

Senior Environmental, Health, and Safety Manager



Lanni Duong is the Senior Environmental Compliance Manager at EEC, with expertise in the management, development, and audit of Environmental, Health, and Safety (EH&S) programs. With 25 years of diverse regulatory compliance experience spanning the oil & energy, biotechnology, healthcare, and manufacturing sectors, she brings a wealth of knowledge and practical expertise to every project.

Her professional career began as an Environmental Compliance Inspector for the City of Burbank Publicly Owned Treatment Works (POTW), which provided a strong foundation in regulatory compliance. She has since leveraged this experience to lead comprehensive environmental and workplace assessments and evaluations, overseeing internal and external audits across a wide range of industries. Over her career, Lanni has held various program management positions in municipalities, global corporations, Fortune 100 companies, and privately owned enterprises. She has consistently driven continuous improvement initiatives, managed cross-functional teams, and optimized both operational performance and people management.

Her areas of expertise include hazardous materials and waste management; Spill Prevention Control and Countermeasure (SPCC) preparation, compliance, inspection, and training; aboveground storage tanks (AST) and underground storage tank (UST) compliance, inspections, audits, and permitting. She is highly skilled at interfacing with regulatory inspectors and conducting detailed reviews of safety and environmental protocols. Additionally, she has successfully appealed OSHA citations, managed state environmental litigations, and responded to EPA Requests for Information.

Lanni earned her Bachelor of Science in Applied Ecology from the University of California, Irvine, and is a Certified Safety Professional (CSP). She has received Certificates in Occupational Health & Safety and Project Management at the University of California, Irvine – Division of Continuing Education.

EXPERIENCE

SPCC Plan Development, Inspection, and Training, Various Clients | California, Nevada, and Oregon

- Developed and implemented facility-specific Spill Prevention, Control, and Countermeasure (SPCC) Plans in compliance with EPA regulations (40 CFR 112), including secondary containment assessments and oil storage inventory.
- Conducted SPCC inspections and compliance audits, identifying deficiencies and recommending corrective actions to ensure environmental protection and regulatory alignment.
- Delivered SPCC training to facility personnel, reinforcing spill response procedures, equipment maintenance practices, and regulatory responsibilities to ensure operational readiness and compliance awareness.

Environmental Compliance Administrator, 7-Eleven, Inc. | Long Beach, CA (Acquired Speedway LLC in 2022 and Tesoro Refining & Marketing Company LLC in 2018)

- Oversaw the environmental compliance program for 124 retail service stations in Southern California. Served as the environmental compliance program advisor for service stations in Southern California.
- Developed and maintained technical training documents and served as lead trainer for the Pacific Division Environmental Compliance Team. Revised and secured recertification of the SCAQMD Rule 461 Training Program.
- Managed the Permit Management System to track 7000+ compliance operational permits. Coordinated with Construction

Project Managers and Regulators to secure new permits to operate at new facilities.

- Led administrative and operational projects for the Pacific Division Environmental Group. Developed and implemented standardized operating procedures and programs for Underground Storage Tank System Leak Detection Monitoring Program. Advised in the planning and coordination of construction, replacement, and repair of underground storage tank systems with Construction, Maintenance, and Real Estate Advisors.
- Liaised with Underground Storage Tank Agencies, Air Compliance Inspectors, Department of Weights & Measures Inspectors, and Plan Check Departments to comply with permitting and construction requirements. Reviewed and approved Project close-out packages.
- Served as a technical expert with local permitting processes required for regulated asset and equipment repairs, upgrades, and improvements to meet local, state, and federal environmental compliance requirements.
- Interacted with Environmental Agencies regularly in the field to maintain relationships and stay abreast of evolving local policy changes and enforcement activities.
- Prepared RFP, SOW, contractor selection criteria, and reviewed Service Agreements with Procurement Advisors.
- Performed routine compliance site audits. Coordinated corrective actions with Operations to eliminate non-compliance actions and notices.

Logistics Environmental Compliance Team Lead, BP West Coast Products LLC | Carson, CA

- Led a team of eight Environmental Compliance Professionals accountable for a comprehensive environmental compliance program for the logistics assets and organization that consisted of a network of pipelines, 11 marine and marketing terminals, and 145 retail gasoline dispensing facilities.
- Led notice of violation (NOV) reduction initiative. Consolidated and streamlined the reporting of NOV/compliance notices across the West Coast Strategic Planning Unit.
- Served as the subject matter expert for terminals, pipelines, and retail environmental compliance matters to ensure a smooth and compliant program pre- and post-divestment of the Logistic assets to Tesoro Refining & Marketing Company LLC.

UST Compliance & Office HSSE Manager, BP West Coast Products LLC | La Palma, CA

- Managed the health, safety, environmental compliance and security programs at the regional program office and 520+ company-owned retail service stations.
- Responsible for managing the environmental compliance of underground storage tanks at retail sites to ensure compliance with Federal, State, and local regulatory requirements. Collaborated with Environmental Compliance, Asset Management, Sales & Marketing, Business Support, and Contractors to improve service level agreements and periodic tank performance testing.
- Coordinated annual Regional Contractor HSSE Meetings and Vendor Performance Reviews to share industry best practices.
- Led the health and safety initiatives for the regional program office and contract vendors to prevent workplace injuries and accidents to comply with Cal/OSHA regulations and organizational health and safety standards. Implemented organizational processes to drive operational excellence.

Environmental Health & Safety Manager, Maxum Petroleum | Rancho Dominguez, CA

- Directed and oversaw security, environmental, health and safety regulatory compliance programs for 13 transportation/ bulk petroleum storage and warehouses and two marine terminals in California; supported marine office and terminal in Washington, and eight (8) North Carolina and South Carolina transportation and bulk storage terminals. Focused programs included Cal/OSHA, EPA (land and marine safety with USCG, Department of Fish and Game and California State Lands Commission-OPA 90), Fire and Life Safety, DOT (CHP and PHMSA), and Department of Homeland Security.
- Managed reported injury, automobile, and general liability claims.
- Developed new hire safety training programs, security programs, post-accident/re-training, and HAZWOPER. Enforced company and regional safety policies.
- Safety Incentive Program Administrator: Revamped individual-based program to a performance team-based performance program.
- Maintained 150+ DOT regulated commercial class driver qualification files and conducted drug and alcohol random drug testing programs for 13 California terminals.
- Maintained 25 marine oil spill prevention manuals, operations manuals, and facility security manuals to comply with USCG/Homeland Security. California State Lands Commission and Department of Fish and Game regulatory requirements. Ensure continuous program compliance with USCG and California State Lands Commissions for unannounced inspections.

EEC ENVIRONMENTAL

Assessment/Remediation
Wastewater/Stormwater
Litigation Support
Regulatory Compliance
Technology/GIS



STAN STEINBACH, PE

Principal Engineer

Stan is a Principal Engineer at EEC and a registered professional engineer in California. His expertise lies in the design, installation and operation of municipal and industrial wastewater treatment systems, water treatment systems, and groundwater and soil remedial treatment systems. He has conducted wastewater characterization and treatability studies, soil and groundwater site assessments, remedial testing studies, remedial action plans/feasibility studies, and remedial design. He has been responsible for the operation and maintenance of more than 50 soil and groundwater treatment systems.

Stan holds a Bachelor of Science in Chemical Engineering from Oregon State University. His professional registrations and certifications include California Professional Civil Engineer No. C60255, and OSHA 40-Hour CFR 1910.120 certification as well as 8-hour supervisor training. He is a member of the American Institute of Chemical Engineers, American Society of Civil Engineers, and Water Environmental Federation.

EXPERIENCE

Principal Engineer, Owner's PFAS Representative and On-Call Design Engineer | City of Santa Ana, CA

- Providing ongoing expert consulting services related to groundwater PFAS contamination in the Orange County groundwater aquifer including monthly PFAS update meetings with City engineers, operators, and water quality specialists.
- Design of wellhead PFAS treatment systems up to 3,000 gpm.
- Peer review of PFAS treatment system (wellhead and centralized) PDRs, design scopes, construction documents, and specs.
- Led field training sessions for City engineers, operators, maintenance and water quality staff.
- PFAS treatment system construction administration, inspections, and startup and commissioning support.
- Principal oversight and technical lead on all process and treatment scopes of work.

Principal Engineer, Wastewater Treatment System Design Engineer, Aramark | Terlingua, TX

- Meeting with and reviewing Texas Commission of Environmental Quality (TCEQ) regulations to ensure that all designs are consistent with regulatory requirements. Permitting designs, as appropriate.
- Drafting and submittal of wastewater treatment system TCEQ permitting documentation for a private wastewater treatment system - 80,000 gallon per day – in a remote area of Texas.
- Design replacement of a private wastewater treatment plant.
- Design replacement of existing collection system including lift station and force main.
- Design replacement of existing water distribution system.
- Providing operational support for the existing wastewater treatment system.
- Providing construction management support for implementation of the design upgrades.

Process Engineer, Stringfellow Hazardous Waste Superfund Site | Riverside, CA

- Plant process engineer for the operation and maintenance of the treatment systems for the Superfund site.
- The treatment systems consist of 73 groundwater extraction wells, an on-site treatment plant, secondary treatment plant, and a community wellhead treatment system for two community wells.
- Technologies used are lime precipitation treatment for removal of the metals, granular activated carbon treatment for the removal of volatile organic compounds, and ion exchange (perchlorate specific, anionic resin) treatment for removal of perchlorate.
- Provide technical support to the California Department of Toxic Substances Control to ensure that the treatment systems

are achieving performance objectives.
- Evaluated GAC removal efficiencies for contaminants of concern for treating the impacted groundwater.
- Developed scopes of work, associated RFP documentation, proposal review and recommendation, and construction oversight for multiple upgrades for the treatment systems.
- Conducted numerous studies, provided detailed design input, evaluation, and commissioning oversight for the new treatment system ($35,000,000) at the Superfund Site.

Principal Engineer, Wastewater Treatment Plant Design Engineer, Confidential Client| Jamul, CA

- Conducted feasibility study that identified projected future wastewater, water, and reuse water flows based on data analysis of historical flows and the projected future requirements for expansions at the site.
- Conducted feasibility study that evaluated various design options for the Wastewater Treatment Plant (WWTP) to treat all the current and future sewerage wastewater flows at the site and to maximize the use of treated water that can be used as recycled water.
- Designed upgrade of existing WWTP from an average daily flow of 68,000 gallons per day to an average daily flow of 150,000 gallons per day to meet Title 22 Recycled Water and NPDES discharge requirements.
- Design included:
  - New Lift Station Tankage and Pumping System;
  - New Biological (Aerobic/Anoxic) Treatment System, Clarification (MBR) System, and Extended Aeration Activated Sludge System;
  - New TDS removal (Reverse Osmosis) Systems, Disinfection (Ultraviolet light [UV]) Systems, and Disinfection (Sodium Hypochlorite Dosing) System; and
- Detailed design drawings, equipment specifications, and control strategies for operating the system were developed as part of the design.

Project Manager, Remedial Design and Remedial System Installations | Various Sites, CA

- Conducted the design and installation of remedial systems (including vapor extraction systems, dual-phase extraction systems, pump-and-treat groundwater systems, air-sparge systems, and bioventing systems) at various sites.
- The contaminants of concern included trichloroethylene (TCE), perchloroethylene (PCE), perchlorate, benzene, methyltertiary-butyl-ether (MTBE), benzene, and metals.
- Activities included developing conceptual and detailed design drawings, coordinating with agencies to obtain the required permits (e.g., NPDES, RWQCB, AQMD) and approvals, coordinating the oversight of construction activities, conducting post-construction inspections, and overseeing remedial startup activities.
- Throughout these activities, the client's approval was obtained at key steps of the process, and the client was informed of the ongoing status of the design and installation activities.
- A few of the major clients served include confidential Aerospace Clients, ExxonMobil, Unocal, Tosco, Texaco, Aramark, and Regency.

Project Manager, Remedial Treatment Systems Operation and Maintenance | Various Sites, CA

- Coordinated the operation and maintenance activities for more than 50 remedial treatment systems in California.
- The systems operated include soil vapor extraction systems, dual-phase extraction systems, pump-and-treat groundwater systems, air-sparge systems, and bioventing systems.
- Contaminants of concern included Chlorinated Solvents (e.g., PCE, TCE, etc.), Benzene, Toluene, Ethylbenzene and Xylenes (BTEX), and MTBE.
- Oversight activities included scheduling weekly inspections and maintenance activities, coordinating the remedial system sampling activities pursuant to the regulatory permits (e.g., NPDES, RWQCB, AQMD) directing the operation of the systems to ensure optimal performance and remedial effectiveness, and coordinating the preparation and review of the remedial operation reports for the various sites.
- Reviewed the site's remedial status and proposed strategy for operation with the project manager(s) and client(s).
- Recommended actions minimized the operational costs and maximized the remedial treatment system's effectiveness.
- A few of the major clients served include confidential Aerospace Clients, Aramark, ExxonMobil, Tosco, Unocal, and Texaco.

Project Engineer, Industrial Wastewater Treatment Plant Design, Confidential Client (Oil Refinery) | Mainland China

- Project engineer for a 2.5-million-gallon-per-day industrial wastewater treatment project in China.

- Existing treatment system needed upgrading to meet the new ocean discharge standards.
- Scope of project entailed process design, review of the detailed design, construction oversight, and system startup.
- Wastewater treatment system upgrade addressed chemical treatment, biological treatment, and sludge (oily and activated) conditioning and disposal processes.

Wastewater Treatment Plant Energy Optimization Evaluation, Department of Defense, U.S. Marine Corps | Okinawa, Japan

- Evaluated options for energy optimization at wastewater treatment plants (WWTPs) at three U.S. Marine Corps facilities in Okinawa, Japan.
- Coordinated with U.S. Marine Corps environmental staff and treatment plant operators (native Okinawans) to review the various treatment operations and to discuss and review potential energy-saving concepts/techniques.
- Identified significant energy savings by better control and operation of aeration blowers, installation of more efficient electrical pumps and installation of VFDs on various operational pumps, and more efficient operation and control of the activated sludge process and the sludge thickening and disposal processes.
- The Marine Corps bases implemented many of EEC's recommendations and requested further training of their operational staff in energy-saving techniques in the operation of the WWTPs.

Industrial Wastewater Operator Training, Orange County Sanitation District | Fountain Valley, CA

- Co-contributor of EEC's Industrial Wastewater Treatment Operator Training Course sponsored by and conducted at the Orange County Sanitation District.
- Courses are designed to instruct industrial wastewater treatment system operators in the metal finishing and circuit board manufacturing industries to achieve and maintain compliance with the district's discharge regulations.
- Courses include treatment system design, equipment operation, chemical treatment, pH neutralization, carbon adsorption, metals precipitation, and ion exchange.

Industrial Wastewater Treatment System Design Engineer, Industrial Wastewater Treatment Plants | National

- Design engineer for multiple industrial wastewater treatment systems.
- Performed feasibility studies.
- Designed complete treatment systems and supervised system installations.
- Devised chemical processes for removal of oil, grease, and heavy metals.
- Provided technical service, trained wastewater treatment system operators, and ensured compliance with local agency discharge regulations.



WILL SHAFFER, PE, QSD, QISP

Project Engineer II

Will Shaffer brings a common-sense approach to complicated engineering problems. He has extensive civil design and project management experience across a vast array of disciplines including underground utilities, site grading and drainage, stormwater compliance and structural BMP design, industrial wastewater pretreatment, UST/ASTs, vapor intrusion mitigation systems, and ADA design.

By supplementing his engineering expertise with his comprehensive knowledge of surveying and construction management, he is able to manage projects from conception, through design and permitting, to completion of construction. Will focuses on the client first, driving each phase of a project to meet the client's specific needs. This customer service approach creates a partnership mentality that makes EEC the go-to choice for private and public clients alike.

Will holds a Bachelor of Science in Civil Engineering from Loyola Marymount University. He is a registered professional engineer in CA, MD, and 16 other states. He is a California Qualified SWPPP Developer (QSD) and a Qualified Industrial Stormwater Practitioner (QISP). Will is a member of the American Society of Civil Engineers (ASCE), National Society of Professional Engineers (NSPE), a leading member of the Loyola Marymount University Council for Industry Partnerships, and maintains an OSHA 40-Hour HAZWOPER certification.

EXPERIENCE

Design-Build UST Removal and AST Install, Torrance Municipal Airport | City of Torrance | Torrance, CA

- Managed design-build contract for the Torrance Municipal Airport (Zamperini Field).
- Removal of 2 USTs (10,000 gal each) with site closure.
- Installation of one 15,000 AST (diesel/gasoline split), delivery system, leak detection, and dispenser.

Design-Build UST Removal and AST Install (Lube & Waste Oil) Systems | City of Torrance | Torrance, CA

- Managed design-build contract for the City of Torrance Fleet and Transit Facilities while maintaining site operations.
- Removal of 16 USTs (550 gal – 20,000 gal) with site closure.
- Installation of 13 ASTs (250 gal – 3,000 gal), delivery systems, leak detection, and hose reels (50+).

Spill Prevention, Control, and Countermeasure (SPCC) Plan Updates | United Airlines | Nationwide

- Developed site-specific SPCC plans (including LAX) for multiple United Airlines facilities in compliance with 40 CFR 112 to reflect current facility operations and address changes in oil management requirements by state agencies and airport authorities.
- Engineer in responsible charge for site investigations, data collection, mapping, and report development. Certifying engineer for updated SPCC plans.

Wastewater Pretreatment Design-Build | Aerospace Company | Long Beach Airport, CA

- Managed a 7,000-gallon batch treatment design-build project to upgrade the wastewater pretreatment system for an industrial facility.
- Scope of work included secondary containment upgrades and CUPA tank inspections.
- Completed design and permitting for all system components including site development, utilities, piping, pumping, controls, electrical, and structural.
- Managed construction of new system including tank/equipment procurement, demolition, and equipment installation.
- Performed and refined system operations for 18+ months.

Owner's PFAS Representative and On-Call PFAS Design Engineer | City of Santa Ana | Santa Ana, CA

- Providing ongoing expert consulting services related to groundwater PFAS contamination in the Orange County groundwater aquifer.
- On-call design engineer for wellhead and centralized PFAS treatment systems.
- Peer review of PFAS treatment system (wellhead and centralized) Preliminary Design Reports (PDRs), design scopes of work, construction documents, and specifications.
- Training seminars for City staff including certified operators.
- Distribution system planning before, during, and after treatment system buildout.

Owner's Representative, 2-Acre Rental Facility Redevelopment | United Rentals | San Bernardino, CA

- Peer review of civil construction documents for accuracy and constructability with specific focus on stormwater detention and infiltration gallery.
- Construction management services including contractor management and coordination, on-site representation during construction, and facilitate RFI response.

Skate Park Grading and Drainage Design | Spohn Ranch Skate Parks | Los Angeles, CA

- Grading and drainage and stormwater LID/BMP design for multiple skate parks.
- Design and construction administration of cost-effective stormwater management systems.
- Design includes hydrologic and hydraulic models with Hydrology & Hydraulic (H&H) calculations package for submittal.

As-Needed Engineering | City of Anaheim Public Works Department | Anaheim, CA

- Providing as-needed engineering support for multiple Public Works programs and projects.
- Services include drainage design review, NPDES and WDR permit compliance, sewer master planning review, FOG program development, and drainage design review.

Water, Wastewater, Recycled Water, and Stormwater Master Planning for a 400+ Acre Property Owner | Southern CA

- Delivering master planning and conservation support for water, wastewater, recycled water, and stormwater systems.
- Developed a comprehensive wastewater treatment alternatives analysis for a 400+ acre property owner generating 150k+ gpd of wastewater and utilizing Title 22 treated effluent for recycled water irrigation.
- Included planning-level cost estimates over a 20-year project lifespan for wastewater alternatives comparison and selection.
- Provided consulting services for negotiations with multiple local agencies.
- Projected future wastewater demands based on planned developments and ongoing projects.

Industrial Wastewater PFAS Characterization Sampling | Confidential Industrial Client | Nationwide

- Industrial wastewater sampling at three facilities in different states throughout the nation to characterize PFAS and other water quality issues to inform the design of treatment systems.
- Targeted samples at various locations within the waste stream to identify opportunities for source reduction and blending to reduce PFAS treatment costs.

Wastewater Pretreatment Compliance | Metal Finisher | Torrance, CA

- Performed assessment of existing wastewater treatment system and designed, permitted, and installed upgraded system components including flow equalization, improved pH adjustment, improved metal precipitation, and flow monitoring.
- Performed system start-up services and trained facility operators on new system. Performed weekly O&M during start-up and transitional phases.

Methane Mitigation System Inspection and Commissioning | LAUSD | Los Angeles, CA

- Performing methane deputy inspection services for a multi-phased Comprehensive Modernization project at the Roosevelt High School.
- Serving as the Gas Mitigation Commissioning Project Manager and overseeing the Methane Inspector and Engineer.
- Authoring required plans including CQA, T&I, Baseline Testing and Startup, and O&M plan for DTSC approval.

EEC ENVIRONMENTAL

Assessment/Remediation
Wastewater/Stormwater
Litigation Support
Regulatory Compliance
Technology/GIS



JOSEPH JENKINS, QISP

Project Regulatory Specialist II

Joseph has performed hundreds of Environmental Health and Safety (EH&S) audits for multiple commercial and industrial clients across the United States. During the audits, Joseph evaluates the facility's EH&S programs, identifies potential issues, and provides corrective action to the client in a manner that is easily understood and implemented. Joseph manages and schedules EEC's inspection programs and provides training and quality control / quality assurance of EEC's inspectors.

Joseph is also EEC's lead auditor for sewer system management plan (SSMP) audits. To date, Joseph has conducted internal SSMP audits for the Costa Mesa Sanitary District, City of La Habra, City of Buena Park, City of Santa Ana, and City of Anaheim. Joseph has assisted in the development of multiple stormwater programs for both industrial and municipal clients.

Joseph holds a Bachelor of Science in Business Administration from York College in Nebraska; a certificate in Environmental Management from the University of California, Irvine, Extension; a certificate as a Grade I Environmental Compliance Inspector through the California Water Environment Association; and a certificate as a QISP. Joseph also maintains certification in OSHA 40-hour HAZWOPER training and in the Pipeline Assessment and Certification Program.

EXPERIENCE

EH&S Program Auditor, Multiple Commercial and Industrial Clients | Nationwide

- Conducting audits of EH&S programs for multiple types of commercial and industrial businesses.
- Reporting on findings and implementation of corrective actions.
- EH&S program and document development.
- Conducting EH&S training for staff.
- Managing EEC inspectors and EH&S inspection programs.

FOG Inspector, FOG Inspection Programs for Multiple Cities and Sewer Agencies | Statewide, CA

- Serves as the lead FOG inspector in support of multiple cities and sewer districts including IRWD.
- Completed thousands of FSE inspections in support of agencies' FOG control programs and has achieved a high rate of compliance for those FSEs.

Project Manager, Pretreatment Program Development and Implementation for Various Municipalities | Nationwide

- Manage pretreatment program assessment, development, and implementation of key program elements, including legal authority review/development, industrial waste survey screening and local limits development/implementation.
- Prepare program manuals and procedures/guidelines for industrial user inspection, sampling, and enforcement activities.

Project Manager, Pretreatment Program Compliance Support, Confidential Pharmaceutical Company

- Assisted in the permit renewals for multiple pharmaceutical buildings.
- Identified and evaluated waste streams for constituents of concern.
- Implemented ongoing industrial pretreatment compliance program.

EXPERIENCE (CON.)

Lead Trainer, SSO Prevention and Response Program, City of San Gabriel | San Gabriel, CA

- Trained City of San Gabriel staff on prevention of and response to SSO.
- Training consisted of a classroom instruction session that reviewed State and City monitoring and reporting requirements, proper response procedures, and proper volume calculation methods. Training also entailed field training sessions during which varying volumes of water were spilled and trainees practices containing the spills, estimating the volume of spilled water, and completing reporting forms.

Compliance Inspector, NPDES Inspections and MS4 Program Management, Various California Cities, Southern California

- Performed hundreds of NPDES inspections for the City of Anaheim, City of Santa Ana, City of El Segundo, and City of Huntington Beach.
- Currently manages the monthly NPDES inspection program and trains inspectors on the proper inspection procedures.

Lead Auditor, SSMP Internal Audits for Various Municipalities | Nationwide

- Assists EEC's project managers to provide support for conducting internal audits of SSMPs.
- Reviews SSMP-related documentation and conducts interviews of municipality staff members.
- Completes technical report documents specifying important findings and recommendations.

Project Manager/Lead Inspector, Industrial Pretreatment Program, City of El Segundo | El Segundo, CA

- Developed and implemented industrial pretreatment program for the City
- Permitted categorical industrial users
- Performed Industrial Waste Surveys
- Conducted inspections for industrial users
- Conducted and managed enforcement actions
- Completed Annual Pretreatment Program Reports for submittal to local Regional Water Quality Control Board

Project Manager, Pretreatment Program Local Limits Development, City and County of Honolulu | Honolulu, HI

- Managed technical evaluation and development of local limits
- Identified and evaluated pollutants of concern including PFAS.
- Developed sampling plan.
- Conducted sampling for WWTP, industrial facilities, waste haulers, and residential communities.
- Evaluated sampling results, calculated MAHL and MAIL for applicable constituents, and established local limits.



BALTAZAR MALDONADO

Compliance Inspector

Baltazar Maldonado, a graduate from California State University Long Beach, has conducted thousands of FOG inspections at food service facilities, industrial pretreatment inspections, NPDES stormwater inspections at industrial and commercial facilities, and SSO emergency response and elevated enforcement actions. Baltazar has also worked with industrial and commercial facilities on stormwater and FOG related BMP evaluations to determine the proper BMPs that should be implemented and to resolve consistent compliance issues. Baltazar is EEC lead responder for SSO occurrences. During these events, Baltazar helps to determine the cause of the SSO and the necessary actions to resolve the SSO cause. Following the SSO event, Baltazar determines the necessary corrective actions to be conducted, and works with the facilities to ensure these actions are followed to prevent future SSO occurrences.

Baltazar holds a Bachelor of Science from California State University Long Beach; he maintains a certification in OSHA 40-hour HAZWOPER training and is a bilingual English and Spanish speaker.

EXPERIENCE

Compliance Inspector, Industrial Pretreatment Program| El Segundo, CA

- Permitted industrial users
- Performed Industrial Waste Surveys
- Conducted inspections for industrial users
- Conducted and managed enforcement actions

FOG Inspector, FOG Inspection Programs for Multiple Cities and Sewer Agencies | Statewide, CA

- Serves as the lead FOG inspector in support of multiple cities and sewer districts including CMSD and IRWD.
- Completed thousands of FSE inspections in support of agencies' FOG control programs and has achieved a high rate of compliance for those FSEs.

Compliance Inspector, NPDES Inspections and MS4 Program Management, City of El Segundo | Las Angeles County, CA

- Performed hundreds of NPDES inspections for the City of El Segundo
- Currently manages the monthly NPDES inspection program and trains inspectors on the proper inspection procedures.

SSO Response for Various Municipalities | Nationwide

- Assists in the response and follow-up activities related to SSO events on behalf of agencies. During the SSO response, the responsible party, cause of the SSO, and follow-up actions are identified. Baltazar then develops enforcement letters and works with the responsible party to ensure future SSOs do not occur.

Disclosure

EEC does not currently and has not previously had business or personal relationships with any current Banning elected official, appointed official, City employee, or family member of any current Banning elected official, appointed official, or City employee.

Experience and References

EEC's commitment to Environment, Health & Safety (EHS) keeps our clients in compliance with Federal, State, and local regulatory requirements and best management practices (BMPs). From the scoping phase to the report of recommendations, our priority is to be protective of our clients' interests and safety.

With 30 years of experience, EEC keeps up-to-date with new and proposed changes to regulations through an extensive internal and external network of subject matter experts, allowing EEC to pass predictive and current changes and nuances of meeting Federal, State, and local requirements.

"EEC has played a significant role in helping our City protect the environment and our citizens."
Jake Wagner, City Manager
City of Stanton, California

EEC has extensive experience in providing environmental consulting services to cities throughout southern California. EEC provides or has provided environmental consulting services to Anaheim, Bell, Brea, Buena Park, Fullerton, Garden Grove, Huntington Beach, La Habra, La Palma, Newport Beach, Orange, Perris, Redondo Beach, Santa Ana, Torrance, and Stanton. Additionally, EEC has provided environmental consulting services to airlines and regional and international airports. Services provided to cities and airports align directly with the scope of services presented in the City of Banning's RFP-25-100. Based on EEC's expertise, several cities have revised their approach to environmental compliance, incorporating BMPs we developed. A Fire Protection Analyst with the City of Huntington Beach's Fire Department provided positive feedback, noting that our "team's review was spot-on." Our professional track record in serving public and private sector clients, including airports, airlines, and municipalities, is extensive.

Our institutional clients include the Los Angeles, Long Beach, and Corona-Norco Unified School Districts, Los Angeles Department of Water and Power, West Basin Municipal Water District, Costa Mesa Sanitation District, Irvine Ranch Water District, Orange County Sanitation District, and the United States Navy.

Much of our public sector and airport-related environmental compliance work is directly related to Spill Prevention, Control, and Countermeasure (SPCC) Plan development, compliance, training, and inspections.

EEC's proposed Project Manager, Lanni Duong, brings over 25 years of experience in environmental compliance and storage tank management across a variety of industries, from bulk storage to fueling systems. Ms. Duong and the broader EEC project team offer direct experience working with regulatory agencies including the U.S. Environmental Protection Agency (USEPA), State Water Resources Control Board (SWRCB), Regional Air Quality Districts, California Department of Toxic Substances Control (DTSC), and various Certified Unified Program Agencies (CUPAs), including county environmental health departments, city agencies, and local fire departments.

EEC performs SPCC-related work in accordance with 40 CFR Part 112 and various agency regulations and industry standards, including, but not limited to, the Clean Water Act (CWA), SCAQMD Rule 461, California Fire Code, California Aboveground Petroleum Storage Act (APSA), National Fire Protection Association (NFPA), Steel Tank Institute (STI) Standard SP-001, and additional related CFR 40 rules such as 40 CFR Parts 109, 110, 280, 302, and 355. EEC prepares SPCC Plans to detail operating procedures for facilities to reduce the possibility of oil discharges, specify control measures to prevent discharges from entering navigable waters, outline countermeasures to mitigate discharge effects, and provide guidelines for notifying appropriate agencies in the event of a discharge.

EEC will perform SPCC-related work in accordance with the City of Banning's requirements, including Public Works Standards, and has extensive SPCC compliance and inspection experience for both public and private sector clients. As demonstrated in the Company Personnel section, the EEC project team presented in this proposal have 10 to more than 30 years of direct experience with the USEPA, California Air Resources Board, South Coast Air Quality Management District (SCAQMD), Riverside County Department of Environmental Health, and other relevant agencies such as the State of California Department of Toxic Substances Control (DTSC), Regional Water Quality Control Boards (RWQCBs), local fire departments, and other county and city agencies.

EEC performs SPCC related work in accordance with 40 CFR Part 112 and the following agency regulations and industry standards including, but not limited to, the Clean Water Act (CWA), SCAQMD Rule 461, California Fire Code, California Aboveground Petroleum Storage Act (APSA), National Fire Protection Association (NFPA), Steel Tank Institute (STI) Standard SP-001, and additional related CFR 40 rules such as 40 CFR Part 109, and 40 CFR Part 110, 40 CFR Part 280, 40 CFR Part 302, 40 CFR Part 355. EEC prepares SPCC Plans to detail operating procedures at facilities to reduce the possibility of oil discharges; to specify control measures to be followed to reduce the possibility of a discharge from entering navigable waters, to outline countermeasures to contain, clean-up, and mitigate the effects of a discharge that may impact navigable water; and to provide a guideline for notifying local, state, and federal agencies in the event of a discharge. EEC will perform SPCC related work in accordance with the City of Banning requirements, including Public Works Standards. As outlined in the following project summaries, EEC has extensive SPPC compliance and inspection experience for public and private sector clients. They are the cornerstone of EEC's compliance services. Five relevant project descriptions and four references are provided in the sections below (one of the projects is confidential and references will be provided upon request).

"EEC brings unique technical expertise to our projects and provides practical solutions for our agency, our satellite agencies, and our industries."
Mahin Talebi,
Orange County Sanitation District

Project Descriptions

Spill Prevention, Control, and Countermeasure Plan – United Airlines
Nationwide Airports | United States



Client Contact:
Ms. Erika Frederick
Senior Manager – Environmental Operations, West
United Airlines, Inc.
(312) 898-1711
Erika.Frederick@united.com
Contract Value: $250,000

Project Summary (2019 - current)
EEC was retained by United Airlines to provide environmental compliance services, including the following:

- Preparation of SPCC Plans for Denver International Airport, Willam P. Hobby International Airport, Washington Dulles International Airport, George Bush Intercontinental Airport, Los Angeles International Airport, and Orlando International Airport.
- Preparation of Integrated Contingency Plans (ICPs) for Dallas Fort Worth International Airport, Portland International Airport, and Seattle-Tacoma International Airport.
- Preparation of Product and Waste Inventory (INV) Reports for Hartsfield-Jackson Atlanta International Airport, Austin-Bergstrom International Airport; Ronald Reagan Washington National Airport (DCA), Piedmont Triad International Airport, John F. Kennedy International Airport, Minneapolis-Saint Paul International Airport, Louis Armstrong New Orleans International Airport, Portland International Airport, Phoenix Sky Harbor International Airport, Palm Springs Airport, T. F. Green International Airport, San Diego International Airport, San Antonio Airport, Santa Barbara Airport, San Jose International Airport, Sacramento International Airport, John Wayne Orange County Airport, and Tampa International Airport.

In addition, EEC prepared associated Health and Safety Plans (HASPs) for each airport site, coordinated with the United Airlines Environmental Coordinator prior to each site visit, prepared a checklist for each type of visit (SPCC, ICP, and INV), review associated maps and similar reports, determine level of personal protective equipment (PPE) required, photographic documentation, prepare figures, complete associated checklists and spreadsheets, perform quality control/quality assurance on deliverables, address client edits, and issued final reports.

Spill Prevention, Control, and Countermeasure Plan – East Valley Water District Plant 134 and Sterling Natural Resource Center | Highland, California

Client Contact:
Mr. Mike Hurst
Water and Wastewater Compliance Supervisor
East Valley Water District
(909) 806-4222
mhurst@eastvalleywater.gov



Contract Value: $75,000

Project Summary (April 2025)
On behalf of the East Valley Water District, EEC updated the facility's existing SPCC Plans in accordance with 40 CFR 112, San Bernardino County Fire Department Hazardous Materials Division Requirements, STI SP001, and other applicable regulations. The East Valley Water District Sterling Natural Resource Center facility includes a 2,100-gallon diesel fuel AST, several pad-mounted transformers which contain mineral oil, and portable containers. The East Valley Water District Plant 134 facility includes a 2,500-gallon diesel fuel AST, several pad-mounted transformers which contain mineral oil, and a portable container. EEC also prepared SPCC training documents for both facilities and provided training to the appropriate staff. Additionally, EEC provided SSO enforcement support to address a violation related to untreated sewage discharge resulting from a power loss. EEC conducted an evaluation of the effects of the SSO and guided the East Valley Water District to complete the steps necessary to return to compliance.

Design/Build UST Removal and AST Install – City of Torrance
Torrance Municipal Airport | Torrance, California



Client Contact:
Ms. Nina Schroeder
Sr. Business Manager
General Services Department
(626) 781-7151
Nschroeder@TorranceCA.gov
Contract Value: $665,000

Project Summary (February 2021 – January 2023)
EEC was retained by the City of Torrance to provide design/build services for the removal of existing USTs and in the installation of a split gasoline/diesel AST and dispenser at the Torrance Municipal Airport.

These services included the removal of two 10,000 gallon USTs. EEC obtained site closure with minimal over-excavation required.

EEC designed and installed a 15,000 gallon split gasoline/diesel (12,000/3,000) AST. The tank was outfitted with the appropriate vents, level gauges, overfill alarms, leak detection, secondary containment, crash protection, and placards. Aboveground and underground piping was installed along with a dispenser.

All airport operations were maintained for the duration of the work. FAA regulations were strictly followed and any potential impacts to airport operations were closely coordinated with airport staff. System testing and training were completed on-site with City personnel to ensure a high-quality system was delivered to the client. Training documentation, videos, and manuals were provided for future training of facility personnel.

Spill Prevention, Control, and Countermeasure Plan – Confidential Client
Resorts and Marinas at Lake Tahoe | Nevada

Client Contact:
Confidential; Reference Available Upon Request

Project Summary (January 2022-April 2025)
EEC currently provides environmental compliance services to a confidential nationwide client, including and preparation and updates to the SPCC Plan for a Marina located on Lake Tahoe, in accordance with 40 CFR 112, Nevada Department of Environmental Protection (DEP) AST Regulations, STI SP001, and other applicable regulations. The facility includes a total aboveground oil storage capacity of 15,084 gallons including one 12,000-gallon AST that contains 9,000 gallons of diesel fuel and 3,000 gallons of unleaded gasoline. EEC added a section to the SPCC Plan to address marina fueling procedures due to the facility's use for refueling operations at Lake Tahoe. EEC conducted training for all applicable personnel. The training included relevant site information, inventory overview, emergency response, and a comprehensive inspection overview.

Inspection Services – City of Santa Ana
Various Locations | Santa Ana, CA

Client Contact:
Mr. Cesar Barrera
City of Santa Ana FOG Program Support
(714) 647-3387
cbarrera@santa-ana.org
Contract Value: $150,000



Inspector Using Mobile Device to Gather FSE Data

Project Summary (2015 - Current)

EEC developed, implemented, and managed the City of Santa Ana's Fats, Oils, and Grease (FOG) program and conducted on-site facility inspections. EEC compiled an exhaustive list of all food service establishments (FSEs) within the City's boundary and inspected each FSE to inventory cooking equipment, fixtures, floor sinks and drains, and grease removal device (GRD). EEC developed a FOG program database that processed the equipment inventory and created inspection frequencies based, in part, on an FSE's potential to release FOG into the sewer system. EEC used the geographic information system to determine an FSE's potential to impact sewer line hotspots. EEC has been inspecting FSEs in Santa Ana for the past decade. Project highlights include:

- FOG program development, implementation, and management
- FSE kitchen best management practices (BMP) inspections
- GRD inspections
- FSE noncompliance notifications
- Compliance inspection and follow-up efforts
- Sanitary sewer overflow (SSO) response and support
- FSE NPDES stormwater inspections
- Mobile FOG inspection deployment

Client References

Client/Project	Contact	Address
United Airlines, Inc. Spill Prevention, Control, and Countermeasure Plan	Ms. Erika Frederick Senior Manager – Environmental Operations, West Erika.Frederick@United.com (312) 898-1711	233 South Wacker Drive Chicago, Illinois 60606
East Valley Water District Spill Prevention, Control, and Countermeasure Plan	Mr. Mike Hurst Water and Wastewater Compliance Supervisor mhurst@eastvalleywater.gov (909) 806-4222	31111 Greenspot Road Highland, CA 92346
City of Santa Ana FOG Program Support	Mr. Cesar Barrera Principal Civil Engineer cbarrera@santa-ana.org (714) 647-3387	220 S. Daisy Avenue Santa Ana, CA 92703
City of Torrance Design/Build UST Removal and AST Install, Torrance Municipal Airport	Ms. Nina Schroeder Sr. Business Manager nschroeder@TorranceCA.gov (626) 781-7151	3031 Torrance Boulevard Torrance, CA 90503
Note: Confidential client reference associated with project listed above will be provided upon request.		

Pricing

Pursuant to the RFP, EEC completed the Pricing Proposal Rate Sheet as part of the online submission of the proposal. This Rate Sheet is also shown below.

RATE SHEET

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Annual Compliance Training	1	EA	675.00	675.00
2	Inspection of Fuel Delivery Checklist (At least 2 times per year)	2	EA	752.50	1,505.00
3	Monthly Inspections of Above Ground Storage Tank and Completion of Required Checklists	12	Monthly	635.00	7,620.00
4	Annual Inspection of Above Ground Storage Tank and Completion of Required Checklists	1	EA	545.00	545.00
5	Annual Tank Facility Statement	1	EA	225.00	225.00
6	Annual AQMD Test	1	EA	1,950.00	1,950.00
7	Additional Services as Needed to Comply with SPCC	10	HR	225.00	2,250.00
TOTAL					14,770.00

Additionally, EEC prepared a breakdown of the proposed fees for the first year's audit engagement, including but not limited to hourly rates and subcontractor fees (see attached table, *Breakdown of Proposed Fees*). Though not anticipated, if situations arise which necessitate travel, EEC's charges invoiced to the City for travel, lodging, and subsistence shall not exceed the current IRS rates.

Proposed Fees

Task 1: Annual Compliance Training				
	HOURS	**RATE**	**COST**	
PERSONNEL				
Compliance Manager	3	225	$ 675.00	
			TOTAL	$ 675.00
Task 2: Inspection of Fuel Delivery Checklist (two inspections)				
	HOURS	**RATE**	**COST**	
PERSONNEL				
Compliance Manager	1	225	$ 225.00	
Compliance Inspector	8	160	$ 1,280.00	
Price per inspection: $752.50				
			TOTAL	$ 1,505.00
Task 3: Monthly Inspections of Aboveground Storage Tanks and Completion of Required Checklists (12 inspections)				
	HOURS	**RATE**	**COST**	
PERSONNEL				
Compliance Manager	4	225	$ 900.00	
Compliance Inspector	42	160	$ 6,720.00	
Price per inspection: $635				
			TOTAL	$ 7,620.00
Task 4: Annual Inspection of Above Ground Storage Tank and Completion of Required Checklists (1 inspection)				
	HOURS	**RATE**	**COST**	
PERSONNEL				
Compliance Manager	1	225	$ 225.00	
Compliance Inspector	2	160	$ 320.00	
			TOTAL	$ 545.00
Task 5: Annual Tank Facility Statement				
	HOURS	**RATE**	**COST**	
PERSONNEL				
Compliance Manager	1	225	$ 225.00	
			TOTAL	$ 225.00
Task 6: Annual AQMD Test				
	HOURS/UNITS	**RATE**	**COST**	
PERSONNEL				
Compliance Manager	2	225	$ 450.00	
Fuel Pros (Subcontractor)*	1	1,500	$ 1,500.00	
			TOTAL	$ 1,950.00
Task 7: Additional Services as Needed to Comply with SPCC				
	HOURS	**RATE**	**COST**	
PERSONNEL				
Compliance Manager	10	225	$ 2,250.00	
			TOTAL	$ 2,250.00
			PROJECT TOTAL	$14,770
* Rate is subcontractor fee plus %15 markup				

AGREEMENT FOR PROFESSIONAL SERVICES (C01184) FOR INSPECTION AND COMPLIANCE SERVICES FOR BANNING MUNICIPAL AIRPORT SPCC PLAN BY AND BETWEEN CITY OF BANNING AND EEC ENVIRONMENTAL

THIS AGREEMENT FOR PROFESSIONAL SERVICES (herein "Agreement") is made and entered into this day: _____, ("Effective Date") by and between the **CITY OF BANNING,** a California municipal corporation ("City") and EEC ENVIRONMENTAL, a California Corporation, ("Consultant"). City and Consultant are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

RECITALS

A. City has sought by issuance of RFP # 25-100 for the performance of the services for the Inspection and Compliance Services for Banning Municipal Airport SPCC Plan and as further defined and described particularly in Article 1 of this Agreement.

B. Consultant, following submission of a proposal for the performance of the services defined and described particularly in Article 1 of this Agreement, was selected by City to perform those services.

C. The Parties desire to formalize the selection of Consultant for performance of those services defined and described particularly in Article 1 of this Agreement and desire that the terms of that performance be as particularly defined and described herein.

D. Pursuant to the City of Banning's Municipal Code, City has authority to enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained herein and other consideration, the value and adequacy of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1. SERVICES OF CONSULTANT

1.1 Scope of Services.

In compliance with all terms and conditions of this Agreement, Consultant shall provide those services specified in the "Scope of Services" attached hereto as **Exhibit A** and incorporated herein by this reference, which services may be referred to herein as the "Services" hereunder. As a material inducement to City entering into this Agreement, Consultant represents and warrants that it has the qualifications, experience, and facilities necessary to properly perform the Services required under this Agreement in a thorough, competent, and professional manner, and is experienced in performing the Services contemplated herein. Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all Services described herein. Consultant covenants that it shall follow the highest professional standards in performing the Services required hereunder and that all materials will be of good quality, and fit for the purpose intended. For purposes of this Agreement, the phrase "highest professional

standards" shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

1.2 Contract Documents and Exhibits.

This Agreement includes the Request for Proposal and Consultant's accepted proposal ("Contract Documents"), both of which are on file with the City and incorporated herein by this general reference as though fully set forth herein. **Exhibit A** (Scope of Services), **Exhibit B** (Special Requirements), **Exhibit C** (Schedule of Compensation), and **Exhibit D** (Schedule of Performance) also constitute a part of this Agreement and are incorporated into this Agreement by this reference. Except as set forth in Section 1.10 regarding **Exhibit B**, this Agreement controls over the Contract Documents and the provisions in **Exhibits A, B** and **C**.

1.3 Compliance with Law.

Consultant shall keep itself informed concerning all ordinances, resolutions, statutes, rules, and regulations of City and any Federal, State or local governmental entity having jurisdiction in effect at the time service is rendered, and shall render all Services hereunder in accordance therewith.

1.4 Licenses, Permits, Fees and Assessments.

Consultant shall obtain and maintain during the term of this Agreement, at its sole cost and expense, all necessary licenses, permits, certificates and approvals required by law for the performance of Services under this Agreement, including a City business license. Consultant shall have the sole obligation to pay for all fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and which arise from or are necessary for Consultant's performance of the Services required by this Agreement. Consultant shall indemnify, defend and hold harmless City, its officers, employees or agents, against all such fees, assessments, taxes, penalties or interest levied, assessed or imposed against City hereunder.

1.5 Familiarity with Services.

By executing this Agreement, Consultant warrants that Consultant: (i) has thoroughly investigated and considered the Scope of Services to be performed, (ii) has carefully considered how the Services should be performed, and (iii) fully understands the facilities and any difficulties and restrictions attending performance of the Services under this Agreement. If the Services involve work upon any site, Consultant warrants that Consultant has or will investigate the site and is or will be fully acquainted with the conditions existing therein, prior to commencement of Services hereunder. Should Consultant discover any latent or unknown conditions, which will materially affect the performance of the Services hereunder, Consultant shall immediately inform City of such fact and shall not proceed except at Consultant's risk until written instructions are received from the Contract Officer (defined in Section 1.12. A).

1.6 Prevention of Loss and Damages.

Consultant shall adopt reasonable methods during the Term (defined in Section 3.4) to furnish continuous protection to the work product, and the equipment, materials, papers,

documents, plans, studies and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the Services by City, except such losses or damages as may be caused by City's own negligence.

1.7 Further Responsibilities of Parties.

Both Parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both Parties agree to act in good faith to execute all instruments, prepare all documents and take all actions as may be reasonable necessary to carry out the purposes of this Agreement. Unless hereafter specified, neither Party shall be responsible to perform the Services of the other.

1.8 Additional Services.

City shall have the right at any time during the performance of the Services, without invalidating this Agreement, to order extra services beyond that specified in the Scope of Services or to make changes by altering, adding to or deducting from the Services. No such extra services may be undertaken unless a written order is first given by the Contract Officer to Consultant, which written order incorporates therein an adjustment in (i) the Contract Sum (as defined in Section 2.1), and/or (ii) the Schedule of Performance, (as defined in Section 3.2), and which written order is approved in writing by Consultant. Any increase in compensation of up to ten percent (10%) of the Contract Sum, or $25,000, whichever is less; or in the Schedule of Performance of up to one hundred eighty (180) days may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively, must be approved by City Council. It is expressly understood by Consultant that the provisions of this Section shall not apply to Services which are specifically set forth in the Scope of Services or which are reasonably contemplated therein. Consultant hereby acknowledges that it accepts the risk that the Services to be provided pursuant to the Scope of Services may be more costly or time consuming than Consultant anticipates and that Consultant shall not be entitled to additional compensation therefor.

1.9 Facilities and Equipment.

Except as otherwise provided, Consultant shall, at its own cost and expense, provide all facilities and equipment necessary to perform the Services required by this Agreement. City shall make available to Consultant only physical facilities such as desks, filing cabinets, and conference space ("City Facilities"), as City deems, in its sole discretion, to be reasonably necessary for Consultant's use while consulting with City employees and reviewing records and the information in possession of City. The location, quality, and time of furnishing City Facilities shall be in the sole discretion of City. In no event shall City be required to furnish any facilities that may involve incurring any direct expense, including but not limited to a computer, long distance telephone, network data, internet or other communication charges, vehicles and reproduction facilities.

1.10 Special Requirements.

Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the "Special Requirements" attached hereto as **Exhibit B** and incorporated herein by this reference. In the event of a conflict between the provisions of **Exhibit B** and any other provisions of this Agreement, the provisions of **Exhibit B** shall govern.

1.11 Corrections.

In addition to the indemnification obligations set forth in Article 4, and Sections 1.4, 1.13, 5.3, 5.4, and 6.3, Consultant shall correct, at its expense, all errors in the Services which may be disclosed during City's review of Consultant's report or plans. Should Consultant fail to make such correction(s) in a reasonably timely manner, such correction(s) may be made by City, and the cost thereof shall be charged to Consultant. In addition to all other available remedies, City may deduct the cost of such correction(s) from any retention amount held by City, or may withhold payment otherwise owed Consultant under this Agreement up to the amount of the cost of correction(s), as provided in Section 6.3.

1.12 Party Representatives.

A. Contract Officer: For the purposes of this Agreement, the Contract Officer shall be the City Manager, or such other person designated in writing by the City Manager ("Contract Officer"). Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority, if specified in writing by the City Manager, to sign all documents on behalf of City required hereunder to carry out the terms of this Agreement.

B. Principals and Personnel of Consultant.

1) Consultant Representative: The following principal of Consultant is hereby designated as being the Consultant Representative authorized to act on Consultant's behalf regarding the Services specified herein and make all decisions in connection therewith:

Name	Title
Lanni Duong	Sr. Environmental Compliance Manager

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing Consultant Representative were a substantial inducement for City to enter into this Agreement. Therefore, the foregoing Consultant Representative shall be responsible during the term of this Agreement for directing all activities of Consultant and devoting sufficient time to personally supervise the Services hereunder. All personnel of Consultant, and any authorized agents, shall at all times be under the exclusive direction and control of the Consultant Representative. For purposes of this Agreement, the foregoing Consultant Representative may not be replaced nor may their responsibilities be substantially reduced or reassigned by Consultant without the express written approval of City. It shall be Consultant's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the Services, and Consultant shall refer any decisions which must be made by City to the Contract Officer.

2) Consultant's Personnel: Consultant has, or will secure at its own expense, all personnel required to perform the Services required under this Agreement. All of the Services required under this Agreement shall be performed by Consultant or under its supervision, and all personnel engaged in the Services shall be qualified to perform such Services. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff and sub-contractors, if any, assigned to perform the Services required under this Agreement.

Consultant shall notify City of all changes in Consultant's staff and sub-contractors, if any, assigned to perform the Services required under this Agreement, prior to and during any such performance. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires to reassign any staff or sub-contractor of Consultant, City shall give notice as set forth in Section 8.1. Consultant shall, immediately upon the receipt of the notice to re-assign staff from City, reassign such person or persons.

1.13 Independent Contractor.

A. Consultant is an independent contractor and not an employee of City. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City. All Services provided pursuant to this Agreement shall be performed by Consultant or under its supervision. Consultant will determine the means, methods, and details of performing the Services. Any additional personnel performing Services under this Agreement on behalf of Consultant shall also not be employees of City and shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

B. Consultant shall indemnify and hold harmless City and its elected officials, officers, employees, servants, designated volunteers, and agents serving as independent contractors in the role of City officials, from any and all liability, damages, claims, costs and expenses of any nature to the extent arising from Consultant's personnel practices. City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this Section.

1.14 Prohibition Against Subcontracting or Assignment.

The experience, knowledge, capability and reputation of Consultant, the Consultant Representative and employees were a substantial inducement for City to enter into this Agreement. Therefore, Consultant shall not contract with any other entity to perform in whole or in part the Services required hereunder without the express written approval of City. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty-five percent (25%) of the present ownership and/or control of Consultant, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this

Agreement shall be void. No approved transfer shall release Consultant or any surety of Consultant of any liability hereunder without the express consent of City.

1.15 Debarment or Suspension.

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

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.

2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, as full compensation for Services satisfactorily rendered, City shall pay Consultant at the hourly 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 Fourteen Thousand Seven Hundred Seventy Dollars ($14,770.00) (the "Contract Sum"). The Contract Sum shall include the attendance of Consultant at all project meetings reasonably deemed necessary by City. Coordination of the performance of the Services with City is a critical component of the Services. If Consultant is required to attend additional meetings to facilitate such coordination, Consultant shall not be entitled to any additional compensation for attending those meetings.

2.2 Method of Compensation.

The method of compensation may include: (i) a lump sum payment upon completion of the Services, (ii) payment in accordance with specified tasks or the percentage of completion of the Services, (iii) payment for time and materials based upon Consultant's rates as specified in the Schedule of Compensation, provided that time estimates are provided for the performance of sub tasks, but not exceeding the Contract Sum or (iv) such other methods as may be specified in the Schedule of Compensation.

2.3 Reimbursable Expenses.

City shall only reimburse Consultant for those actual and necessary expenses expressly set forth in **Exhibit C**. Reimbursable expenses may include reimbursement for actual and necessary expenditures for reproduction costs, telephone expenses, and travel expenses approved by the Contract Officer in advance, or actual sub-contractor expenses of an approved sub-contractor pursuant to Section 1.14, and only if specified in the Schedule of Compensation.

2.4 Unauthorized Services and Expenses.

City will not pay for any Services or reimburse for any expenses incurred which are not specified in the Scope of Services, unless authorized in writing as set forth in Section 1.8 of this Agreement. City shall make payment for such authorized additional Services and expenses in accordance with Article 2 of this Agreement.

2.5 Invoices.

Each month Consultant shall furnish to City an original invoice for all Services performed and expenses incurred during the preceding month. Each such invoice shall contain all of the information set forth in Section III of **Exhibit C** to this Agreement. By submitting an invoice for payment under this Agreement, Consultant is certifying compliance with all provisions of the Agreement. Consultant shall not invoice City for any duplicate Services performed by more than one person.

City shall independently review each invoice submitted by Consultant to determine whether the Services performed and expenses incurred are in compliance with the provisions of this Agreement. City will use its best efforts to cause Consultant to be paid within thirty (30) days of receipt of Consultant's correct and undisputed invoice, except as to any charges for Services performed or expenses incurred by Consultant which are disputed by City, or as provided in Section 6.3. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Consultant for correction and resubmission. Review and payment by City of any invoice provided by Consultant shall not constitute waiver of any rights or remedies provided herein or any applicable law.

2.6 Waiver.

Payment to Consultant for Services performed pursuant to this Agreement shall not be deemed to waive any defects in Services performed by Consultant.

ARTICLE 3. PERFORMANCE SCHEDULE

3.1 Time of Essence.

Time is of the essence in the performance of this Agreement; provided, however, that the foregoing shall not be construed to limit or deprive a Party of the benefits of any grace or use period allowed in this Agreement.

3.2 Schedule of Performance.

Consultant shall commence the Services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all Services within the time period(s) established in the "Schedule of Performance" attached hereto as **Exhibit D** and incorporated herein by this reference.

3.3 Force Majeure.

The time period(s) specified in the Schedule of Performance for performance of the Services rendered pursuant to this Agreement may be extended because of any delays due to

unforeseeable causes beyond the control and without the fault or negligence of Consultant. Such unforeseeable consequences include, but are not restricted to, acts of God or public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including City, if Consultant shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the Services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified, subject to the provisions of Section 1.8. The Contract Officer's determination (or the City Council's determination, in the event the period of enforced delay exceeds the period specified in Section 1.8) shall be final and conclusive upon the Parties to this Agreement. In no event shall Consultant be entitled to recover damages against City for any delay in the performance of this Agreement, however caused; Consultant's sole remedy shall be the extension of the Agreement pursuant to this Section.

3.4 Term.

The Term of this Agreement shall be from the Effective Date through June 30, 2026, with four (4) one-year optional renewals, unless sooner terminated as provided in Article 6 of this Agreement or extended as provided in Sections 1.8 and 3.3 of this Agreement. Maximum term and any subsequent amendment or modification shall not exceed five (5) years.

ARTICLE 4. INSURANCE AND INDEMNIFICATION

4.1 Minimum Scope and Limits of Insurance.

Consultant shall procure and at all times during the term of this Agreement carry, maintain, and keep in full force and effect, insurance as follows:

A. Commercial General Liability Insurance with a minimum limit of $1,000,000.00 per occurrence for bodily injury, personal injury and property damage and a general aggregate limit of $2,000,000.00 per project or location. If Consultant is a limited liability company, the commercial general liability coverage shall be amended so that Consultant and its managers, members, affiliates, employees, agents and other persons necessary or incidental to its operation are insureds.

B. Automobile Liability Insurance for any owned, non-owned or hired vehicle used in connection with the performance of this Agreement with a combined single limit of $1,000,000.00 per accident for bodily injury and property damage. If Consultant does not use any owned, non-owned or hired vehicles in the performance of Services under this Agreement, Consultant shall obtain a non-owned auto endorsement to the Commercial General Liability policy.

C. Workers' Compensation Insurance as required by the State of California and Employer's Liability Insurance with a minimum limit of $1,000,000.00 per accident for bodily injury or disease. If Consultant has no employees while performing Services under this Agreement, workers' compensation policy is not required; however, Consultant shall execute a declaration that it has no employees.

D. Professional Liability/Errors and Omissions Insurance with minimum limits of $1,000,000.00 per claim and in the aggregate.

4.2 Acceptability of Insurers.

The insurance policies required under this Article shall be issued by an insurer admitted to write insurance in the State of California with a rating of A:VII or better in the latest edition of the A.M. Best Insurance Rating Guide. Self-insurance shall not be considered to comply with the insurance requirements under this Article.

4.3 Additional Insured.

The commercial general and automobile liability policies shall contain an endorsement naming City, its officers, employees, agents and volunteers as additional insureds.

4.4 Primary and Non-Contributing.

The insurance policies required under this Article shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance available to City. Any insurance or self-insurance maintained by City, its officers, employees, agents or volunteers, shall be in excess of Consultant's insurance and shall not contribute with it.

4.5 Consultant's Waiver of Subrogation.

The insurance policies required under this Article shall not prohibit Consultant and Consultant's employees, agents or sub-contractors from waiving the right of subrogation prior to a loss. Consultant hereby waives all rights of subrogation against City.

4.6 Deductibles and Self-Insured Retentions.

Any deductibles or self-insured retentions must be declared to and approved by City. At City's option, Consultant shall either reduce or eliminate the deductibles or self-insured retentions with respect to City; or Consultant shall procure a bond guaranteeing payment of losses and expenses.

4.7 Cancellations or Modifications to Coverage.

Consultant shall not cancel, reduce or otherwise modify the insurance policies required by this Article during the term of this Agreement. The commercial general and automobile liability policies required under this Agreement shall be endorsed to state that should the issuing insurer cancel the policy before the expiration date, the issuing insurer will endeavor to mail 30 days' prior written notice to City. If any insurance policy required under this Article is canceled or reduced in coverage or limits, Consultant shall, within two (2) Business Days (as defined in Section 8.12) of notice from the insurer, phone, fax or notify City via certified mail, return receipt requested, of the cancellation of or changes to the policy.

4.8 City Remedy for Noncompliance.

If Consultant does not maintain the policies of insurance required under this Article in full force and effect during the term of this Agreement, or in the event any of Consultant's policies do not comply with the requirements under this Article, City may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, City may, but has no duty to, take out the necessary insurance and pay, at Consultant's expense, the premium thereon. Consultant shall promptly reimburse City for any premium paid by City, or City may withhold amounts sufficient to pay the premiums from payments due to Consultant.

4.9 Evidence of Insurance.

Prior to the performance of Services under this Agreement, Consultant shall furnish the City Clerk with a certificate or certificates of insurance and all original endorsements evidencing and effecting the coverages required under this Article. The endorsements are subject to City's approval. Consultant may provide complete, certified copies of all required insurance policies to City. Consultant shall maintain current endorsements on file with the City Clerk. Consultant shall provide proof to the City Clerk that insurance policies expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Consultant shall furnish such proof at least two (2) weeks prior to the expiration of the coverages.

4.10 Indemnity Requirements not Limiting.

Procurement of insurance by Consultant shall not be construed as a limitation of Consultant's liability or as full performance of Consultant's duty to indemnify City under this Agreement.

4.11 Sub-contractor Insurance Requirements.

Consultant shall require each of its sub-contractors that perform Services under this Agreement to maintain insurance coverage that meets all of the requirements of this Article.

4.12 Indemnification, Hold Harmless, and Duty to Defend.

A. Indemnification of City.

1) To the fullest extent permitted by law, Consultant shall, at its sole cost and expense, defend, hold harmless and indemnify City and its elected officials, officers, attorneys, agents, employees, designated volunteers, successors, assigns and those City agents serving as independent contractors in the role of City officials (collectively "Indemnitees"), from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith and the payment of all consequential damages (collectively "Liabilities"), at law or in equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of Consultant, its officers, agents, servants, employees, sub-contractors, materialmen, consultants or their officers, agents, servants or employees (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of this Agreement, including the Indemnitees' active or passive negligence, except for Liabilities arising

from the sole negligence or willful misconduct of the Indemnitees as determined by court decision or by the agreement of the Parties. Consultant shall defend the Indemnitees in any action or actions filed in connection with any Liabilities with counsel of the Indemnitees' choice, and shall pay all costs and expenses, including all attorneys' fees and experts' costs actually incurred in connection with such defense. Consultant shall reimburse the Indemnitees for any and all legal expenses and costs incurred by Indemnitees in connection therewith.

2) Consultant shall pay all required taxes on amounts paid to Consultant under this Agreement, and indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant shall fully comply with the workers' compensation law regarding Consultant and Consultant's employees. Consultant shall indemnify and hold City harmless from any failure of Consultant to comply with applicable workers' compensation laws. City may offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this subparagraph A.2.

3) Consultant shall obtain executed indemnity agreements with provisions identical to those in this Article from each and every sub-contractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. If Consultant fails to obtain such indemnity obligations, Consultant shall be fully responsible and indemnify, hold harmless and defend the Indemnitees from and against any and all Liabilities at law or in equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of Consultant's sub-contractor, its officers, agents, servants, employees, sub-contractors, materialmen, consultants or their officers, agents, servants or employees (or any entity or individual that Consultant's sub-contractor shall bear the legal liability thereof) in the performance of this Agreement, including the Indemnitees' active or passive negligence, except for Liabilities arising from the sole negligence or willful misconduct of the Indemnitees as determined by court decision or by the agreement of the Parties.

B. Workers' Compensation Acts not Limiting. Consultant's indemnifications and obligations under this Article, or any other provision of this Agreement, shall not be limited by the provisions of any workers' compensation act or similar act. Consultant expressly waives its statutory immunity under such statutes or laws as to City, its officers, agents, employees and volunteers.

C. Insurance Requirements not Limiting. City does not, and shall not, waive any rights that it may possess against Consultant because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. The indemnities in this Article shall apply regardless of whether or not any insurance policies are determined to be applicable to the Liabilities, tax, assessment, penalty or interest asserted against City.

D. Survival of Terms. Consultant's indemnifications and obligations under this Article shall survive the expiration or termination of this Agreement.

ARTICLE 5. RECORDS, REPORTS, AND RELEASE OF INFORMATION

5.1 Service Records.

Consultant shall keep, and require sub-contractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to City and Services performed hereunder (the "Service Records"), as shall be necessary to perform the Services required by this Agreement and enable the Contract Officer to evaluate the performance of such Services. Any and all such Service Records shall be maintained in accordance with generally accepted accounting principles and shall be complete and detailed. The Contract Officer shall have full and free access to such Service Records at all times during normal business hours of City, including the right to inspect, copy, audit and make copies and transcripts from such Service Records. Such Service Records shall be maintained for a period of three (3) years following completion of the Services hereunder, and City shall have access to such Service Records in the event any audit is required. In the event of dissolution of Consultant's business, custody of the Service Records may be given to City, and access shall be provided by Consultant's successor in interest ("Consultant's Successor"). If custody of the Service Records is given to Consultant's Successor, Consultant shall give written notice to City of the transfer of the Service Records to Consultant's Successor. The notice shall include contact information (address and telephone number) for Consultant's Successor, and access shall be provided to City by Consultant's Successor.

5.2 Reports.

Consultant shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the Services required by this Agreement as the Contract Officer shall require. Consultant hereby acknowledges that City is greatly concerned about the cost of Services to be performed pursuant to this Agreement. For this reason, Consultant agrees that if Consultant becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the Services contemplated herein, Consultant shall promptly notify the Contract Officer of that fact, circumstance, technique or event and the estimated increased or decreased cost related thereto.

5.3 Ownership of Documents.

All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials (the "Consultant Documents") prepared by Consultant, its employees, sub-contractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Contract Officer or upon the termination of this Agreement. Consultant shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership use, reuse, or assignment of the Consultant Documents hereunder. Any use, reuse or assignment of such completed Consultant Documents for other projects and/or use of uncompleted Consultant Documents without specific written authorization by Consultant will be at City's sole risk and without liability to Consultant, and Consultant's guarantee and warranties shall not extend to such use or assignment. Consultant may retain copies of such Consultant Documents for its own use. Consultant shall have an unrestricted right to use the concepts embodied therein. All

sub-contractors shall provide for assignment to City of all Consultant Documents prepared by them; and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages resulting therefrom.

5.4 Confidentiality and Release of Information.

A. All information gained or work product produced by Consultant in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Consultant. Consultant shall not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the Contract Officer.

B. Consultant, its officers, employees, agents or sub-contractors, shall not, without prior written authorization from the Contract Officer or unless requested by the City Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the Services performed under this Agreement. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives City notice of such court order or subpoena.

C. If Consultant, or any officer, employee, agent or sub-contractor of Consultant, provides any information or work product in violation of this Agreement, then City shall have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including attorneys' fees, caused by or incurred as a result of Consultant's conduct.

D. Consultant shall promptly notify City should Consultant, its officers, employees, agents or sub-contractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any Party regarding this Agreement and the Services performed thereunder. City retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite the response.

ARTICLE 6. ENFORCEMENT OF AGREEMENT AND TERMINATION

6.1 California Law.

This Agreement, and any dispute arising from the relationship between the Parties to this Agreement, shall be interpreted, construed and governed both as to validity and to performance of the Parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Riverside, State of California, or any other appropriate court in such county, and Consultant covenants and agrees to submit to the personal jurisdiction of such court in the event of such action. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in Riverside.

6.2 Disputes; Default.

A. In the event that City determines Consultant is in default under the terms of this Agreement, City shall have no obligation or duty to continue compensating Consultant for any Services performed after the date of default. In addition to the provisions of Section 4.8, and the right to terminate pursuant to Section 6.7, if the City Manager determines that Consultant is in default in the performance of any of the terms or conditions of this Agreement, City may serve Consultant with written notice of the default. Consultant shall have ten (10) calendar days after service upon it of the notice in which to cure the default by rendering a satisfactory performance. In the event that Consultant fails to cure its default within such period of time, City may, notwithstanding any other provision of this Agreement, terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

B. In the event of termination pursuant to this Section, City may take over the Services and prosecute the same to completion by contract or otherwise, and Consultant shall be liable to the extent that the total cost for completion of the Services required hereunder exceeds the compensation herein stipulated (provided that City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to Consultant for the purpose of set-off or partial payment of the amounts owed City as provided in Section 6.3.

6.3 Retention of Funds.

Consultant hereby authorizes City to deduct from any amount payable to Consultant (whether or not arising out of this Agreement): (i) any payment amount of which may be in dispute hereunder or which is necessary to compensate City for any losses, costs, liabilities, or damages suffered by City, (ii) all amounts retained pursuant to the provisions of Section 4.8, (iii) all amounts for which City may be liable to third parties, by reason of Consultant's acts or omissions in performing or failing to perform Consultant's obligation under this Agreement, and (iv) all payments due or that become due to Consultant during the period that Consultant or any of its sub-contractors fail to maintain any required insurance in full force and effect, until notice is received by City that the required insurance has been restored to full force and effect and that the premiums therefore have been paid for a period satisfactory to City, as provided in Section 4.9, above. In the event that any claim is made by a third party, the amount or validity of which is disputed by Consultant, or any indebtedness shall exist which shall appear to be the basis for a claim of lien, City may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of City to exercise such right to deduct or to withhold shall not, however, affect the obligations of Consultant to insure, indemnify, and protect City as elsewhere provided herein.

6.4 Waiver.

Waiver by any Party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any Party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any Services by Consultant shall not constitute a waiver of any of the

provisions of this Agreement. No delay or omission in the exercise of any right or remedy by a non-defaulting Party on any default shall impair such right or remedy or be construed as a waiver. Any waiver by either Party of any default must be in writing, and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

6.5 Rights and Remedies are Cumulative.

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the Parties are cumulative and the exercise by either Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other Party.

6.6 Legal Action.

In addition to any other rights or remedies, either Party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement. Notwithstanding any contrary provision herein, Consultant must file a statutory claim pursuant to Government Code Sections 905 et seq. and 910 et seq., in order to pursue a legal action against City under this Agreement.

6.7 Termination Prior to Expiration of Term.

This Article 6 shall govern any termination of this Agreement except as specifically provided in Section 6.2 for termination for default of Consultant. City reserves the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days' written notice to Consultant, except that where termination is due to the fault of Consultant, the period of notice may be a shorter time as may be determined by the Contract Officer. In addition, Consultant reserves the right to terminate this Agreement at any time, with or without cause, upon sixty (60) days' written notice to City, except that where termination is due to the fault of City, the period of notice may be a shorter time as Consultant may determine. Upon receipt of any notice of termination, Consultant shall immediately cease all Services hereunder except such as may be specifically approved by the Contract Officer. Except where Consultant has initiated termination, Consultant shall be entitled to compensation for all Services rendered prior to the effective date of the notice of termination and for any Services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer, except as provided in Section 6.3. In the event Consultant has initiated termination, Consultant shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder. In the event of termination without cause pursuant to this Section, the terminating Party need not provide the non-terminating Party with the opportunity to cure pursuant to Section 6.2.

6.8 Attorneys' Fees.

In any litigation or other proceeding by which a Party seeks to enforce its rights under this Agreement (whether in contract, tort or both) or seeks a declaration of any rights or obligations under this Agreement, the prevailing Party in such action or proceeding, in addition to any other

relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorneys' fees. Attorneys' fees shall include attorney's fees on any appeal, and in addition the Party entitled to attorneys' fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

ARTICLE 7. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

7.1 Non-liability of City Officers and Employees.

No officer or employee of City shall be personally liable to Consultant, or Consultant's Successor, in the event of any default or breach by City or for any amount which may become due to Consultant or Consultant's Successor, or for breach of any obligation of the terms of this Agreement.

7.2 Conflict of Interest.

Consultant covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Consultant's performance of Services under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or sub-contractor without the express written consent of the Contract Officer. Consultant agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Agreement.

No officer or employee of City shall have any direct or indirect financial interest in this Agreement within the scope of Government Code section 1090, nor shall any such officer or employee make, participate in making, or use his or her official position to influence, any City decision relating to the Agreement which has a material financial effect on his or her financial interests or the financial interests of any corporation, partnership or association in which he or she is, directly or indirectly, interested, in violation of any State statute or regulation. Consultant warrants that it has not paid or given, and will not pay or give any third party any money or other consideration for obtaining this Agreement.

Consultant and its officers, employees, associates and sub-contractors, if any, shall comply with all conflict of interest statutes of the State of California applicable to Consultant's Services under this Agreement, including the Political Reform Act (Gov. Code § 81000, et seq.) and Government Code Section 1090. During the term of this Agreement, Consultant may perform similar services for other clients; but Consultant and its officers, employees, associates and sub-contractors shall not, without the Contract Officer's prior written approval, perform services for another person or entity for whom Consultant is not currently performing services that would require Consultant or one of its officers, employees, associates or sub-contractors to abstain from a decision under this Agreement pursuant to a conflict of interest statute. Consultant shall incorporate a clause substantially similar to this Section into any subcontract that Consultant executes in connection with the performance of this Agreement.

7.3 Covenant Against Discrimination.

Consultant covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, or ancestry in the performance of this Agreement. Consultant shall take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, religion, sex, marital status, national origin, or ancestry, or other protected class.

7.4 Unauthorized Aliens.

Consultant hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, et seq., as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Consultant so employ such unauthorized aliens for the performance of Services covered by this Agreement, and should the any liability or sanctions be imposed against City for such use of unauthorized aliens, Consultant hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by City.

ARTICLE 8. MISCELLANEOUS PROVISIONS

8.1 Notices.

Any notice, demand, request, document, consent, approval, bill, invoice, report or other communication required or permitted under this Agreement shall be in writing and conclusively deemed effective: (a) on confirmed delivery by courier service or overnight delivery service during Consultant's and City's regular business hours; or (b) three (3) Business Days after deposit in the United States mail, by certified or registered mail, and addressed to the Party to be notified as set forth below:

If to City	Attn: Ann Marie Loconte Associate Engineer City of Banning 99 East Ramsey Street Banning, California 92220 Email: amloconte@banningca.gov
With a courtesy copy to:	John O. Pinkney, City Attorney Slovak Baron Empey Murphy & Pinkney LLP 74774 CA-111 Indian Wells, CA 92210 Email: pinkney@sbemp.com

If to Consultant: Attn: Lanni Duong
Sr. Environmental Compliance Manager
EEC Environmental
One City Boulevard West, Suite 1800
Orange, CA 92868
Email: lduong@eecenvironmental.com.

8.2 Interpretation.

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either Party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

8.3 Counterparts.

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

8.4 Integration; Amendment.

This Agreement, and all exhibits referred to in this Agreement, constitute the final, complete and exclusive statement of the terms of the agreement between the Parties pertaining to the subject matter of this Agreement and supersede all other and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the Parties, and none shall be used to interpret this Agreement. No Party has been induced to enter into this Agreement by, nor is any Party relying on, any representation or warranty except those expressly set forth in this Agreement. No amendment to or modification of this Agreement, nor any provision or breach hereof waived, shall be valid unless made in writing and approved by Consultant and by City Council. The Parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

8.5 Severability.

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the Parties hereunder unless the invalid provision is so material that its invalidity deprives either Party of the basic benefit of their bargain or renders this Agreement meaningless.

8.6 Mutual Cooperation.

A. City's Cooperation. City shall provide Consultant with all pertinent data, documents and other requested information as is reasonably available for Consultant's proper performance of the Services required under this Agreement.

B. Consultant's Cooperation. In the event any claim or action is brought against City relating to Consultant's performance of Services rendered under this Agreement, Consultant shall render any reasonable assistance that City requires.

8.7 No Third Party Beneficiaries Intended.

This Agreement is made solely for the benefit of the Parties to this Agreement and their respective successors and assigns, and no other person or entity may have or acquire a right by virtue of this Agreement.

8.8 Final Payment Acceptance Constitutes Release.

The acceptance by Consultant of the final payment made under this Agreement shall operate as and be a release of City from all claims and liabilities for compensation to Consultant for anything done, furnished or relating to Consultant's Services. Acceptance of payment shall be any negotiation of City's check or the failure to make a written extra compensation claim within ten (10) calendar days of the receipt of that check. However, approval or payment by City shall not constitute, nor be deemed, a release of the responsibility and liability of Consultant, its employees, sub-contractors and agents for the accuracy and competency of the information provided and/or Services performed; nor shall such approval or payment be deemed to be an assumption of such responsibility or liability by City for any defect or error in the Services prepared by Consultant, its employees, sub-contractors and agents.

8.9 Non-Appropriation of Funds.

Payments to be made to Consultant by City for Services performed within the current fiscal year which are within the current fiscal budget and within an available, unexhausted fund. In the event that City does not appropriate sufficient funds for payment of Consultant's Services beyond the current fiscal year, this Agreement shall cover payment for Consultant's Services only to the conclusion of the last fiscal year in which City appropriates sufficient funds and shall automatically terminate at the conclusion of such fiscal year.

8.10 Headings.

The headings in this Agreement are included solely for convenience of reference and shall not affect the interpretation of any provision of this Agreement or any of the rights or obligations of the Parties to this Agreement.

8.11 Word Usage.

Unless the context clearly requires otherwise, (a) the words "shall," "will" and "agrees" are mandatory and "may" is permissive; (b) "or" is not exclusive; and (c) "includes" or "including" are not limiting.

8.12 Business Days.

"Business Days" refers to days that the Banning City Hall is open for business.

8.13 Corporate Authority.

The persons executing this Agreement on behalf of the Parties hereto warrant that (i): such Party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of that Party, (iii) by so executing this Agreement, such Party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which that Party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the Parties.

8.14 Electronic Signatures.

Each Party may adopt as its signature an electronic identification consisting of a symbol or code that is affixed to or contained in each document transmitted by such Party ("electronic signature"). The Parties hereto herby agree that electronic signatures are acceptable, shall have the same force and effect under the law as original wet signatures, and shall be sufficient to verify that the Parties have executed this Agreement and such other documents transmitted by the Parties.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF the Parties hereto have executed this Agreement the day and year first hereinabove written.

CITY OF BANNING

Arturo Vela, Date
Acting City Manager

ATTEST:

Sandra Calderon Date
Acting Administrative City Clerk

APPROVED AS TO FORM:
Slovak Baron Empey Murphy & Pinkney LLP

John O. Pinkney Date
City Attorney

CONSULTANT

NAME: Date
TITLE:

NAME: Date
TITLE:

Tax ID No.

Address:

City Council Approval: _____

NOTE: PROOF OF AUTHORITY TO BIND CONTRACTING PARTY REQUIRED. APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONSULTANT'S BUSINESS ENTITY.

EXHIBIT "A"
SCOPE OF SERVICES

I. Consultant will perform the following Services in connection with providing Inspection and Compliance Services for Banning Municipal Airport SPCC Plan prepared in connection therewith:

II. As part of the Services, Consultant will prepare and deliver the following tangible work products and services to City:

Statement of Understanding and Approach

General Approach

The EEC team understands that the SPCC compliance scope of work is directly tied to the Banning Municipal Airport's Aboveground Fueling Station Hazardous Materials Permit issued by the Riverside County Department of Environmental Health (DEH).

EEC Environmental (EEC) recognizes the City of Banning's need for ongoing, responsive, and technically sound support to maintain compliance with its Spill Prevention, Control, and Countermeasure (SPCC) Plan, as well as associated regulatory requirements from DEH and the South Coast Air Quality Management District (SCAQMD). The City must demonstrate compliance through properly documented monthly and annual inspections, fuel delivery monitoring, employee training, equipment testing, and regulatory communication.

Our team has the regulatory expertise, airport fueling system experience, and compliance management systems required to perform these services reliably and efficiently. We understand the critical importance of maintaining SPCC compliance at airport facilities and other locations where petroleum products are stored in aboveground tanks. Adhering to the SPCC Plan is essential to prevent environmental spills, protect public safety, and ensure uninterrupted airport operations. It also minimizes potential legal and financial liabilities.

EEC's approach to this project begins with collaborative planning between the City and our project team. We emphasize early coordination to clearly define the inspection schedule, training logistics, regulatory deadlines, and document control processes. We also promote open and proactive communication between all team members to support timely task completion, prompt resolution of emerging issues, and alignment on project status and deliverables.

Timeliness and efficiency are essential to project success. EEC will work in parallel wherever possible—conducting field inspections while processing documentation and reporting tasks simultaneously—to reduce overall project duration. Our goal is to provide the City with seamless SPCC compliance support that ensures operational readiness, regulatory alignment, and long-term environmental stewardship.

Organization and Staffing

As Project Manager, Lanni Duong, CSP, will lead a team of dedicated professionals, including Professional Civil Engineers, Professional Geologists, and Compliance Specialists to complete the project scope efficiently and in full regulatory compliance. An organizational chart is included below to illustrate team structure and responsibilities.

Name	Title	Role	Years of Experience
Lanni Duong, CSP	Sr. Environmental Compliance Manager	Project Manager	25
Stan Steinbach, PE	Principal Engineer	Compliance Engineer	30
Will Shaffer, PE	Senior Project Engineer	Project Engineer	12
Joe Jenkins	Project Regulatory Specialist II	Compliance Manager	18
Laura Holder	Project Manager	Project Support	21
Alex Aguirre	Compliance Specialist	Compliance Support	5

Name	Title	Role	Years of Experience
Baltazar Maldonado	Compliance Inspector	Compliance Inspector	8

Implementation Plan

Project Management Approach

EEC emphasizes hands-on involvement throughout the project lifecycle, especially for technically complex projects requiring multidisciplinary coordination. Our approach ensures that EEC Principals and experienced professionals work closely with Project Engineers and Field Staff to manage tasks efficiently, maintain quality, and achieve results.

Planning

EEC approaches each engagement with a partnership mindset. Rather than merely fulfilling minimum requirements, we collaborate with the City of Banning to understand its unique operational and regulatory context. We will co-develop a project plan that aligns with the City's compliance goals and integrates stakeholder input. Regular milestone meetings and workshops will support collaboration, drive transparency, and document key takeaways for ongoing reference and accountability.

Communication

Strong partnerships are built on clear communication. As Project Manager, **Lanni Duong** will serve as the single point of contact, streamlining communication between the City and the entire EEC team. This approach ensures consistency, eliminates redundancy, and reduces potential delays or misunderstandings.

Project updates will be provided on a regular basis, and data will be shared in real time through collaborative platforms. This allows for rapid response to changing field conditions and enables informed decision-making that helps reduce both cost and project duration.

Scope of Work

EEC's efforts to complete the scope of work to the satisfaction of the City and in compliance with the SPCC Plan are provided below:

Annual compliance training of Airport staff

To complete this task, EEC will review existing training materials, coordinate with City representatives to update and enhance the content, and develop engaging, scenario-based training sessions to promote retention and awareness. Training will emphasize key SPCC requirements, emergency response procedures, fueling protocols, and employee responsibilities. Training records will be documented using the SPCC Training Record Form and maintained for regulatory review.

Inspection and completion of Checklist when Airport Fuel is delivered

EEC will coordinate with the City and fueling staff to understand fuel delivery scheduling and review the relevant standard operating procedures (SOPs). EEC will also examine previous inspection records to ensure consistency with past practices and identify any areas for improvement. Fuel delivery inspections will include observation of tank vehicle transfer procedures and completion of the Tank Vehicle Transfer Checklist. This task will be performed approximately twice per year.

Monthly and Annual Inspections of the above ground storage tank and completion of required Checklists

EEC will conduct detailed monthly and annual inspections of the aboveground storage tank (AST) and associated equipment. Prior to conducting inspections, project team members will review the facility's SPCC Plan, become familiar with the AST system layout and components, and examine historical inspection findings. EEC will complete all required inspection checklists, including the Monthly Oil/Container Inspection Checklist and the Annual AST Inspection Checklist, and provide the City with copies of completed forms and any corrective action recommendations.

Completion of the Annual Tank Facility Statement (if required)

EEC will coordinate with a qualified subcontractor certified to perform AQMD-required compliance testing under Rule 461. EEC will review the current air permit to identify testing requirements, notification procedures, permit conditions, and recordkeeping mandates. EEC will ensure all test documentation, calibration data, and results are submitted to the City and stored in the compliance record.

Required annual AQMD test

In order to complete this task, EEC will coordinate with a qualified compliance tank tester to perform the required test, review the air permit to operate for compliance testing notifications requirements, permit conditions, recordkeeping requirements.

Additional services as needed to comply with the SPCC Plan

EEC will support all SPCC Plan requirements and maintain compliance with related regulatory programs, including Riverside County DEH, AQMD, and CERS reporting. Additional services may include SPCC Plan updates, preparation of technical memoranda or correspondence, regulatory agency coordination, or updates to the facility's Hazardous Materials Business Plan. EEC is fully prepared and qualified to provide additional services and project support as needed.

As indicated previously, open communication between the City and EEC will be an integral part of this project. EEC will be available to answer all questions pertaining to the Scope of Work items described above. EEC will address DEH inquiries and inform staff of any changes to the DEH permit and other regulatory changes or requirements. If a subconsultant performs any work for this project, EEC will be responsible for the supervision, administration, and work performed by the subconsultant.

Schedule

EEC understands the City's goal of completing the project tasks as efficiently as possible and to comply with deadlines and requirements of the SPCC Plan. To accomplish this and keep the project on track, EEC will utilize an online scheduling project management platform to promote shared visibility and collaboration between the City and the EEC team. Real time project management helps identify project status and any potential hiccups that may require redirecting staff and effort to keep the project on track.

EEC utilizes the latest project management software to track and forecast project schedules. EEC will update the City on project schedules regularly. We will identify opportunities to reduce project timelines, when possible. A detailed project schedule is provided below:

Transition Plan

Upon contract execution and to ensure a smooth transition, EEC will complete the following:

- ✓ Coordinate a meeting with City officials and appropriate airport staff
- ✓ Request and review the past 12 months of inspection records
- ✓ Request and review airport fueling SOPs, contact lists, and training materials
- ✓ Request and review copies of training records and materials
- ✓ Request air permit, fuel throughput log related to SCAQMD Rule 461 fuel dispensing requirements
- ✓ Attend orientation and obtain all necessary airport access credentials

City Tasks

The City of Banning will play a key support and oversight role in ensuring Banning Municipal Airport remains in compliance with its Spill Prevention, Control, and Countermeasure (SPCC) Plan and Riverside County Department of Environmental Health (DEH) hazardous materials permit.

EEC will serve as the primary implementer of the scope of work, taking the lead on tasks such as:

- Conducting SPCC compliance training for City staff
- Performing inspections and required testing
- Completing all necessary checklists and documentation
- Managing communications with the City, DEH, and relevant stakeholders

In support of these efforts, the City will be responsible for:

- Coordinating access to the Airport site for scheduled activities
- Providing historical records and documentation related to Airport facilities and operations
- Reviewing EEC-generated deliverables (e.g., checklists, reports, correspondence)
- Participating in communications or meetings regarding regulatory compliance, as needed

This collaborative model ensures a smooth and effective partnership, with EEC providing technical leadership and regulatory expertise, while the City ensures operational access, context, and oversight.

Innovative Solutions

EEC will draw on its experience working with SPCC compliance at airport facilities to ensure the scope of work is completed in the most efficient, cost-effective manner and to increase performance capabilities.

III. In addition to the requirements of Parts I and II of this Scope of Services, during the performance of the Services, Consultant will keep City appraised through periodic status reports regarding the performance of the Services under this Agreement as set forth below and in Section 5.2, by the following means:

a. In-person meetings and/or teleconferences.

b. Email updates/questions to applicant team and City while reviews are underway.

c. Conference calls.

IV. All work product is subject to review and acceptance by City. If the City determines that any work product is unacceptable, for any reason, it must be revised by Consultant without additional charge to City until found satisfactory and accepted by City.

EXHIBIT "B"
SPECIAL REQUIREMENTS

TERMS FOR COMPLIANCE WITH CALIFORNIA LABOR LAW REQUIREMENTS

1. This Agreement calls for services that, in whole or in part, constitute "public works" as defined in Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code ("Chapter 1"). Further, Consultant acknowledges that this Agreement is subject to (a) Chapter 1 and (b) the rules and regulations established by the Department of Industrial Relations ("DIR") implementing such statutes. Therefore, as to those Services that are "public works," Consultant shall comply with and be bound by all the terms, rules and regulations described in 1(a) and 1(b) as though set forth in full herein.

2. California law requires the inclusion of specific Labor Code provisions in certain contracts. The inclusion of such specific provisions below, whether or not required by California law, does not alter the meaning or scope of Section 1 above.

3. Consultant shall be registered with the Department of Industrial Relations in accordance with California Labor Code Section 1725.5, and has provided proof of registration to City prior to the Effective Date of this Agreement. Consultant shall not perform work with any subcontractor that is not registered with DIR pursuant to Section 1725.5. Consultant and subcontractors shall maintain their registration with the DIR in effect throughout the duration of this Agreement. If the Consultant or any subcontractor ceases to be registered with DIR at any time during the duration of the project, Consultant shall immediately notify City.

4. Pursuant to Labor Code Section 1771.4, Consultant's Services are subject to compliance monitoring and enforcement by DIR. Consultant shall post job site notices, as prescribed by DIR regulations.

5. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Agreement are on file at City Hall and will be made available to any interested party on request. Consultant acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and Consultant shall post such rates at each job site covered by this Agreement.

6. Consultant shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The Consultant shall, as a penalty to City, forfeit $200.00 for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any public work done pursuant to this Agreement by Consultant or by any subcontractor.

7. Consultant shall comply with and be bound by the provisions of Labor Code Section 1776, which requires Consultant and each subcontractor to: keep accurate payroll records and verify such records in writing under penalty of perjury, as specified in Section 1776; certify and make such payroll records available for inspection as provided by Section 1776; and inform City of the location of the records.

8. Consultant shall comply with and be bound by the provisions of Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Administrative Code Title 8, Section 200 et seq. concerning the employment of apprentices on public works projects. Consultant shall be responsible for compliance with these aforementioned Sections for all apprenticeable occupations. Prior to commencing work under this Agreement, Consultant shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within 60 days after concluding work pursuant to this Agreement, Consultant and each of its subcontractors shall submit to City a verified statement of the journeyman and apprentice hours performed under this Agreement.

9. The Consultant shall not perform Work with any Subcontractor that has been debarred or suspended pursuant to California Labor Code Section 1777.1 or any other federal or state law providing for the debarment of contractors from public works. The Consultant and Subcontractors shall not be debarred or suspended throughout the duration of this Agreement pursuant to Labor Code Section 1777.1 or any other federal or state law providing for the debarment of contractors from public works. If the Consultant or any subcontractor becomes debarred or suspended during the duration of the project, the Consultant shall immediately notify City.

10. Consultant acknowledges that eight hours labor constitutes a legal day's work. Consultant shall comply with and be bound by Labor Code Section 1810. Consultant shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. The Consultant shall, as a penalty to City, forfeit $25.00 for each worker employed in the performance of this Agreement by the Consultant or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code section 1815, work performed by employees of Consultant in excess of eight hours per day, and 40 hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of eight hours per day at not less than one and one-half times the basic rate of pay.

11. California Labor Code Sections 1860 and 3700 provide that every employer will be required to secure the payment of compensation to its employees. In accordance with the provisions of California Labor Code Section 1861, Consultant hereby certifies as follows:

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

12. For every subcontractor who will perform work on the project, Consultant shall be responsible for such subcontractor's compliance with Chapter 1 and Labor Code Sections 1860 and 3700, and Consultant shall include in the written contract between it and each subcontractor a copy of those statutory provisions and a requirement that each subcontractor shall comply with those statutory provisions. Consultant shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractor's compliance, including, without limitation, conducting a periodic review of the certified payroll records of the subcontractor and upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages. Consultant shall diligently take corrective action to halt or rectify any failure.

EXHIBIT "C"
SCHEDULE OF COMPENSATION

I. Consultant shall perform the following tasks ("Tasks") at the rates stated in Exhibit "C"-1.

II. Within the budgeted amounts for each Task, and with the approval of the Contract Officer, funds may be shifted from one Task sub-budget to another so long as the Contract Sum is not exceeded per Section 2.1, unless Additional Services are approved per Section 1.8.

III. City will compensate Consultant for the Services performed upon submission of a valid invoice. Each invoice is to include:

A. Line items for all personnel describing the Services performed, the number of hours worked, and the hourly rate.

B. Line items for all materials and equipment properly charged to the Services.

C. Line items for all other approved reimbursable expenses claimed, with supporting documentation.

D. Line items for all approved sub-contractor labor, supplies, equipment, materials, and travel properly charged to the Services.

EXHIBIT "C-1"
CONSULTANT'S BILLING RATE AND TASK SCHEDULE

RATE SHEET

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Annual Compliance Training	1	EA	675.00	675.00
2	Inspection of Fuel Delivery Checklist (At least 2 times per year)	2	EA	752.50	1,505.00
3	Monthly Inspections of Above Ground Storage Tank and Completion of Required Checklists	12	Monthly	635.00	7,620.00
4	Annual Inspection of Above Ground Storage Tank and Completion of Required Checklists	1	EA	545.00	545.00
5	Annual Tank Facility Statement	1	EA	225.00	225.00
6	Annual AQMD Test	1	EA	1,950.00	1,950.00
7	Additional Services as Needed to Comply with SPCC	10	HR	225.00	2,250.00
TOTAL					14,770.00

Proposed Fees

Task 1: Annual Compliance Training				
	HOURS	**RATE**	**COST**	
PERSONNEL				
Compliance Manager	3	225	$ 675.00	
			TOTAL	$ 675.00
Task 2: Inspection of Fuel Delivery Checklist (two inspections)				
	HOURS	**RATE**	**COST**	
PERSONNEL				
Compliance Manager	1	225	$ 225.00	
Compliance Inspector	8	160	$ 1,280.00	
Price per inspection: $752.50				
			TOTAL	$ 1,505.00
Task 3: Monthly Inspections of Aboveground Storage Tanks and Completion of Required Checklists (12 inspections)				
	HOURS	**RATE**	**COST**	
PERSONNEL				
Compliance Manager	4	225	$ 900.00	
Compliance Inspector	42	160	$ 6,720.00	
Price per inspection: $635				
			TOTAL	$ 7,620.00
Task 4: Annual Inspection of Above Ground Storage Tank and Completion of Required Checklists (1 inspection)				
	HOURS	**RATE**	**COST**	
PERSONNEL				
Compliance Manager	1	225	$ 225.00	
Compliance Inspector	2	160	$ 320.00	
			TOTAL	$ 545.00
Task 5: Annual Tank Facility Statement				
	HOURS	**RATE**	**COST**	
PERSONNEL				
Compliance Manager	1	225	$ 225.00	
			TOTAL	$ 225.00
Task 6: Annual AQMD Test				
	HOURS/UNITS	**RATE**	**COST**	
PERSONNEL				
Compliance Manager	2	225	$ 450.00	
Fuel Pros (Subcontractor)*	1	1,500	$ 1,500.00	
			TOTAL	$ 1,950.00
Task 7: Additional Services as Needed to Comply with SPCC				
	HOURS	**RATE**	**COST**	
PERSONNEL				
Compliance Manager	10	225	$ 2,250.00	
			TOTAL	$ 2,250.00
			PROJECT TOTAL	$14,770
* Rate is subcontractor fee plus %15 markup				

EXHIBIT "D"
SCHEDULE OF PERFORMANCE

I. Consultant shall perform all Services timely, and deliver the specified tangible work products to City in accordance with the schedule attached as Exhibit D-1.

II. The Contract Officer may approve extensions for performance of the Services in accordance with Sections 1.8 and 3.3.

EXHIBIT "D-1"
PROPOSED PROJECT SCHEDULE

Project Schedule

Task	Deliverable	Unit	Frequency
Monthly AST Inspections	Completed Monthly Oil/Tank Container Inspection Checklist (Pg. 55)	12	Monthly
Annual AST Inspections	Annual Above Ground Storage Tank Inspection Checklist (Pg. 56)	1	Annually
Fuel Transfer Inspection	Tank Vehicle Transfer Checklist (Pg. 63)	2	~2x/year (as needed)
SPCC Training for Airport Staff	Sign-in sheet, materials, certificates (Pg. 54)	1	Annually
SCAQMD Test	Test data, calibration data, tester records, notification of results, and test report.	1	Annually
Completion of Annual Tank Facility Statement	Annual Tank Facility Statement	1	Annually
Regulatory Updates / Staff Support	California Environmental Reporting System (CERS) upload of Hazardous Materials Business Plan Submissions, Aboveground Petroleum Storage Act (APSA) Updates, SPCC Plan Updates.	10	Ongoing, as needed

SPCC Compliance Support Schedule (12 Months) (example and approximate)

Task	J	F	M	A	M	J	J	A	S	O	N	D
Monthly AST Inspections	X	X	X	X	X	X	X	X	X	X	X	X
Annual AST Inspections												X
Fuel Transfer Inspection						X						X
SPCC Training for Airport Staff						X						
SCAQMD Test												X
Completion of Annual Tank Facility Statement						X						
Regulatory Updates / Staff Support	X		X		X		X		X		X	
Project Oversight, Coordination, Scheduling, and Communications	X	X	X	X	X	X	X	X	X	X	X	X

CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Arturo Vela, Acting City Manager**
PREPARED BY:	**Nate Smith, Deputy Director of Public Works/City Engineer**
MEETING DATE:	**August 26, 2025**
SUBJECT:	**Consideration of Resolution 2025-116 Approving Amendment No. 5 to the Professional Services Agreement with Albert A. Webb Associates, Inc. for an Additional Amount of $59,600 for Engineering and Environmental Permitting Services for the Sun Lakes Boulevard Extension Project.**

RECOMMENDATION:

Adopt Resolution 2025-116

BACKGROUND:

On April 14, 2020, City Council approved Resolution No. 2020-48 for Professional Services Agreement with WEBB for the design of the Sun Lakes Boulevard Extension Project in the amount of $548,416.05.

On July 14, 2020, City Council adopted Resolution No. 2020-97, authorizing the City Manager to execute a Transportation Uniform Mitigation Fee (TUMF) Reimbursement Agreement with Western Riverside Council of Government (WRCOG) for up to $1,000,000 in TUMF funds for the Sun Lakes Boulevard Extension project.

On February 11, 2022, a change order to the Professional Services Agreement with WEBB was approved for out-of-scope work including coordination with Western Riverside County Regional Conservation Authority (RCA) in the amount of $24,983.25. The approval of this change order was within the City Manager's approval authority.

On March 21, 2022, a change order to the Professional Services Agreement with WEBB was approved for out-of-scope work for the preparation of a sediment transport analysis in the amount of $5,974.88. The approval of this change order was within the City Manager's approval authority.

On October 11, 2022, City Council adopted Resolution 2022-139 to rescind Resolution 2022-106 and to amend the Professional Services Agreement with WEBB ("Amendment No. 1") to include additional compensation in the amount of $148,222 and extend the term of the agreement to June 30, 2024. Amendment No. 1 was for out-of-scope work such as storm drain system design, environmental coordination with RCA, supplemental environmental documentation and jurisdictional delineation and permitting. Amendment No.1 increased the contract amount to $751,947.66.

On October 24, 2023, City Council adopted Resolution 2023-175 to amend the Professional Services Agreement with WEBB ("Amendment No.2") to include additional compensation in the amount of $496,079 for continued design of the Sun Lakes Boulevard Extension. Amendment No. 2 increased the contract amount to $1,248,026.66.

On January 6, 2025, City staff amended the Professional Services Agreement with WEBB ("Amendment No.3") to extend the Term of Agreement to June 30, 2026.

On May 27, 2025, City Council adopted Resolution 2025-70 to amend the Professional Services Agreement with WEBB ("Amendment No.4") to include additional compensation in the amount of $57,080 for environmental permitting related biological studies for the Sun Lakes Boulevard Extension. Amendment No. 4 increased the contract amount to $1,305,106.66.

Under the previous contract Amendment No.4 to provide surveys for the Crotch's Bumble Bee (CBB), the bee was found on the project site. As a result of the finding, additional permitting is required from the California Department of Fish and Wildlife (CDFW) for the project site including the offsite mitigation site for the Streambed Alteration Agreement with CDFW. Additional engineering services are needed to revise the final street and storm drain plans to accommodate the Kinder Morgan proposed pipeline alignment, in accordance with the encroachment permit application between the City of Banning an Kinder Morgan, owner of the easement and pipeline facility to be relocated.

The scope of work under this Amendment No.5 will include the following services before construction:
- Incidental Take Permit (ITP) Application
- CBB Habitat Assessment of Offsite Mitigation Site
- UAV Drone Survey
- Meetings and Coordination and Monitoring Agreement with Morongo Band of Mission Indians
- Prepare PRIMP and Paleontological WEAP
- Update the Street/Storm Drain plans
- Preparation of new easements

The above-mentioned scope of work change is essential to meet environmental mitigation requirements and to make sure that the project construction phase begins on time and in compliance with the grant agreement awarded by the Riverside County Transportation Commission.

Contract Summary:

Original Contract	$548,416.05
Change Order No. 1	$24,983.25
Change Order No. 2	$5,974.88
Change Order No. 3	$148,222.00
Contingency	$24,351.48
Change Order No. 4	$496,079.00
Change Order No. 5	$57,080.00
Change Order No. 6	$59,600.00
Total Contract Value	**$1,364,706.66**

The TUMF reimbursement agreement between the City of Banning and WRCOG was executed to fund the environmental documentation, plans, specifications and cost estimate, and items on this change order are eligible expenses for reimbursement.

JUSTIFICATION:

Sun Lakes Boulevard is identified by the City of Banning General Plan Circulation Element as an Arterial Highway. The proposed extension of Sun Lakes Boulevard will ease traffic congestion on existing city streets; improve public safety and emergency response; and improve regional connectivity.

Amendment No. 5 is needed so that environmental mitigation measures can be conducted in a timely manner in order to avoid delaying the construction schedule which may affect the availability of $13.5

Million Dollars in construction funding through the Measure A Regional Arterials grant from the Riverside County Transportation Commission.

FISCAL IMPACT:

An appropriation from the Measure A Fund in the amount of $59,600 to Account No. 101-4900-431.93-16 is necessary to fund Amendment No. 5.

The project is funded by the TUMF program up to $12,000,000 under existing reimbursement agreements, therefore the additional expenditures related to Amendment No. 5 will be reimbursed by the TUMF program.

ALTERNATIVES:

Do not approve Resolution 2025-116 and provide alternative direction to staff.

BUDGETED?:

Yes

CONTRACT/AGREEMENT:

Yes

ATTACHMENTS:

1. Resolution 2025-116.docx
2. Att. 1 - Resolution No. 2020-048.pdf
3. Att. 2 - Resolution No. 2020-097.pdf
4. Att. 3 - Resolution No. 2022-139.pdf
5. Att. 4 - Resolution No. 2023-175.pdf
6. Att. 5 - Resolution No. 2025-070.pdf
7. Att. 6 - Original Services Agreement.pdf
8. Att. 7 - Amendment #1.pdf
9. Att. 8 - Amendment #2.pdf
10. Att. 9 - Amendment #3.pdf
11. Att. 10 - Amendment #4.pdf
12. Att. 11 - Change Orders #1,2 and 3.pdf
13. Att. 12 - Change Order #4.pdf
14. Att. 13 - Change Order #5.pdf
15. Att. 14 - Change Order #6.pdf
16. AMENDMENT NO 5.pdf

RESOLUTION 2025-116

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, APPROVING AMENDMENT NO. 5 TO THE PROFESSIONAL SERVICES AGREEMENT WITH ALBERT A. WEBB ASSOCIATES, INC. FOR AN ADDITIONAL AMOUNT OF $59,600 FOR ENGINEERING AND ENVIRONMENTAL PERMITTING SERVICES FOR THE SUN LAKES BOULEVARD EXTENSION PROJECT.

WHEREAS, on April 14, 2020, under Resolution No. 2020-48, the City Council approved the Professional Services Agreement with Albert A. Webb Associates, Inc. for the design of Sun Lakes Boulevard Extension in the amount of $548,416.05; and

WHEREAS, on July 14, 2020, City Council adopted Resolution No. 2020-97, authorizing the City Manager to execute a Transportation Uniform Mitigation Fee (TUMF) Reimbursement Agreement with Western Riverside Council of Government (WRCOG) for up to $1,000,000 in TUMF funds for the Sun Lakes Boulevard Extension project; and

WHEREAS, on February 11, 2022, a change order (change order 1) to the Professional Services Agreement with WEBB was approved for out-of-scope work including coordination with Western Riverside County Regional Conservation Authority (RCA) in the amount of $24,983.25; and

WHEREAS, on March 21, 2022, a change order (change order 2) to the Professional Services Agreement with WEBB was approved for out-of-scope work including a sediment transport analysis in the amount of $5,974.88; and

WHEREAS, on October 11, 2022, City Council adopted Resolution 2022-139 to rescind Resolution 2022-106 and to amend the Professional Services Agreement with WEBB ("Amendment No. 1") to include additional compensation in the amount of $148,222 (change order 3) and extend the term of the agreement to June 30, 2024. Amendment No. 1 was for out-of-scope work such as storm drain system design, environmental coordination with RCA, supplemental environmental documentation and jurisdictional delineation and permitting. Amendment No. 1 increased the contract amount to $751,947.66; and

WHEREAS, on October 24, 2023, City Council adopted Resolution 2023-175 to amend the Professional Services Agreement with WEBB ("Amendment No.2") to include additional compensation in the amount of $496,079 for continued design of the Sun Lakes Boulevard Extension increasing the contract amount to $1,248,026.66; and

WHEREAS, On January 6, 2025, City staff amended the Professional Services Agreement with WEBB ("Amendment No.3") to extend the Term of Agreement to June 30, 2026; and

WHEREAS, On May 27, 2025, City Council adopted Resolution 2025-70 to amend the Professional Services Agreement with WEBB ("Amendment No.4") to include additional compensation in the amount of $57,080 for environmental permitting related biological studies for the Sun Lakes Boulevard Extension increasing the contract amount to $1,305,106.66; and

WHEREAS, the scope of work includes Incidental Take Permit (ITP) application, Crotch's Bumble Bee (CBB) Habitat Assessment of Offsite Mitigation Site, UAV Drone Survey, WEBB meetings and coordination and updated street and storm drain plans; and

WHEREAS, the scope of work change is essential to meet environmental mitigation requirements and to make sure that the project construction phase begins on time; and

WHEREAS, Amendment No.5 will amend the Professional Services Agreement by adding an additional $59,600 to cover Change Order No.6; and

WHEREAS, an appropriation from the Measure A Fund in the amount of $59,600 to Account No. 101-4900-431.93-16 is necessary to cover the change orders; and

WHEREAS, the project is funded by the TUMF program up to $12,000,000, therefore the additional expenditure related to Amendment No. 5 will be reimbursed by the TUMF program.

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

SECTION 1. The City Council approves Amendment No. 5 to the Professional Services Agreement with Albert A. Webb Associates, Inc. for an additional $59,600 for the Design of Sun Lakes Boulevard Extension.

SECTION 2. City Council authorizes the City Manager or designee to make necessary budget adjustments, appropriations and transfers related to Amendment No. 5 to the Professional Services Agreement with Albert A. Webb Associates, Inc. for the Design of Sun Lakes Boulevard Extension.

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 26th day of August 2025.

Sheri Flynn, Mayor
City of Banning

ATTEST:

Sandra Calderon, Acting Administrative City Clerk
City of Banning

APPROVED AS TO FORM:

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

CERTIFICATION:

I, Sandra Calderon, Acting Administrative City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution 2025-116, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 26th day of August 2025 by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Sandra Calderon, Acting Administrative City Clerk
City of Banning, California

EXHIBIT A
Amendment No.5 to the Professional Services Agreement with WEBB

RESOLUTION 2020-48

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, AWARDING A PROFESSIONAL SERVICES AGREEMENT FOR THE DESIGN OF THE SUN LAKES BOULEVARD EXTENSION FROM HIGHLAND HOME ROAD TO SUNSET AVENUE, TO ALBERT A. WEBB ASSOCIATES IN THE AMOUNT OF $548,416.05 AND APPROVING A 10% CONTINGENCY FOR A TOTAL PROJECT BUDGET OF "NOT-TO-EXCEED" $603,258.05

WHEREAS, there is a current need for a new road on the south side of Interstate 10 to close a gap in the City's street network from Highland Home Road to Sunset Avenue to reduce existing congestion at the Highland Springs Avenue interchange and to accommodate expected growth within the City; and

WHEREAS, on February 11, 2020, under Resolution 2020-21 the City Council accepted Lots A, D, E, F and G for the necessary right-of-way for the extension of Sun Lakes Boulevard from Highland Home Road to Sunset Avenue. The lots were originally offered to the City on Parcel Map 25541 approved on August 28, 1990, at which time the City deferred the approval of the right-of-way to a future date; and

WHEREAS, on March 24, 2020, under Resolution 2020-37, the City Council approved General Plan Amendment 19-2502 and Environmental Assessment 19-1503, a proposed amendment to the Circulation Element of the General Plan to modify the alignment of Sun Lakes Boulevard from its existing General Plan alignment with Lincoln Street to the proposed alignment with Westward Avenue following closely the right-of-way offered on Parcel Map 25541; and

WHEREAS, on February 18, 2020, staff released an Invitation for Bid for the Design of the Sun Lakes Boulevard Extension to five (5) consultants on the on-call engineering list approved by City Council on September 10, 2019 under Resolution 2019-116 and received three (3) proposals ranging in costs from $508,678 to $849,674; and

WHEREAS, staff evaluated the proposals based on qualifications, cost, experience with the request scope of services and response to the request for proposals. As a result, staff recommends the award of a professional services agreement to Albert A. Webb Associates, in the amount of $548,416.05; and

WHEREAS, the total project budget of $603,258.05, which includes a 10% contingency, will be funded by Measure A funds. The project costs are eligible and expected to be reimbursed by the Western Riverside Council of Governments (WRCOG) via the Transportation Uniform Mitigation Fee (TUMF) program.

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

SECTION 1. The City of Banning City Council adopts Resolution No. 2020-48 Professional Services Agreement for the Design of the Sun Lakes Boulevard Extension from Highland Home Road to Sunset Avenue, to Albert A. Webb Associates in the amount of $548,416.05 and approves a 10% contingency for a total project budget of "not-to-exceed" $603,258.05.

SECTION 2. City Council authorizes the City Manager or his designee to make necessary budget adjustments, appropriations and transfers related to the Professional Services Agreement with Albert A. Webb Associates and to approve change orders within the 10% contingency.

SECTION 3. The City Manager is authorized to execute the Professional Services Agreement with Albert A. Webb Associates.

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

PASSED, APPROVED and ADOPTED this 14th day of April, 2020.

Daniela Andrade

Daniela Andrade, Mayor
City of Banning

ATTEST:

Sonja De La Fuente, Deputy City Clerk

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 2020-48 was duly adopted by the City Council of the City of Banning at a Regular Meeting thereof held on the 14th of April, 2020.

AYES: Councilmembers Happe, Pingree, Wallace, Welch & Mayor Andrade

NOES: None

ABSTAIN: None

ABSENT: None

Sonja De La Fuente, Deputy City Clerk
City of Banning, California

RESOLUTION 2020-97

ADOPT RESOLUTION 2020-97, AUTHORIZING THE CITY MANAGER TO EXECUTE A TUMF REIMBURSEMENT AGREEMENT WITH WRCOG FOR UP TO $1,000,000 IN TUMF FUNDS FOR THE SUN LAKES BOULEVARD EXTENSION PROJECT

WHEREAS, Western Riverside Council of Government (WRCOG) has developed and administers the Transportation Uniform Mitigation Fee (TUMF) program, a regional fee program designed to provide transportation infrastructure to mitigate the impact of new growth in western Riverside County. The City of Banning is an active member in WRCOG; and

WHEREAS, as the program administrator, WRCOG allocates TUMF funds to a variety of agencies, including the Riverside County Transportation Commission (RCTC), Riverside Transit Agency (RTA), Western Riverside Regional Conservation Authority (RCA) and western Riverside cities and Riverside County areas through applicable TUMF Zones; and

WHEREAS, the City of Banning is part of the Pass Zone along with the City of Calimesa, City of Beaumont and Riverside County (District 5); and

WHEREAS, the Pass Zone Transportation Improvement Program (TIP), which included the Sun Lakes Boulevard Extension project, was approved by the WRCOG Executive Committee at its May 4, 2020 meeting; and

WHEREAS, the TUMF Reimbursement Agreement will provide up to $1,000,000 in TUMF funds in the form of a reimbursement to the City of Banning for expenditures related to the Sun Lakes Boulevard Extension project; and

WHEREAS, the WRCOG Executive Committee approved the TUMF Reimbursement Agreement at its June 1, 2020 meeting.

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

Section 1. The Banning City Council adopts Resolution 2020-97 authorizing the City Manager to execute the TUMF Reimbursement Agreement with WRCOG for up to $1,000,000 in TUMF funds for the Sun Lakes Boulevard Extension project.

Section 2. The City Manager or his designee is authorized to record the reimbursement funds and to make all necessary budget adjustments, appropriations and transfers related to the TUMF Reimbursement Agreement for the Sun Lakes Boulevard Extension project.

PASSED, APPROVED AND ADOPTED this 14th day of July, 2020.

Daniela Andrade, Mayor
City of Banning

ATTEST:

Sonja De La Fuente, Deputy City Clerk
City of Banning

APPROVED AS TO FORM
AND LEGAL CONTENT:

Kevin G. Ennis, 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 No. 2020-97, was adopted by the City Council of the City of Banning at a Regular Meeting thereof held on the 14th day of July, 2020, by the following vote, to wit:

AYES: Councilmembers Happe, Pingree, Wallace, Welch and Mayor Andrade

NOES: None

ABSTAIN: None

ABSENT: None

Sonja De La Fuente, Deputy City Clerk
City of Banning

RESOLUTION 2022-139

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, APPROVING AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT WITH ALBERT A. WEBB ASSOCIATES, INC. FOR AN ADDITIONAL AMOUNT OF $148,222 FOR THE DESIGN OF SUN LAKES BOULEVARD EXTENSION; EXTENDING THE TERM OF AGREEMENT TO JUNE 30, 2024; AND RESCINDING RESOLUTION 2022-106

WHEREAS, on April 14, 2020, under Resolution No. 2020-48, the City Council approved the Professional Services Agreement with Albert A. Webb Associates, Inc. for the design of Sun Lakes Boulevard Extension in the amount of $548,416.05, and a 10% contingency for a total of $603,725.66; and

WHEREAS, on July 14, 2020, City Council adopted Resolution No. 2020-97, authorizing the City Manager to execute a Transportation Uniform Mitigation Fee (TUMF) Reimbursement Agreement with Western Riverside Council of Government (WRCOG) for up to $1,000,000 in TUMF funds for the Sun Lakes Boulevard Extension project; and

WHEREAS, on February 11, 2022, Public Works Department approved a change order to the Professional Services Agreement with Albert A. Webb Associates, Inc. for out-of-scope work including coordination with Western Riverside County Regional Conservation Authority RCA in the amount of $24, 9873.25, paid from contingency funds; and

WHEREAS, on March 21, 2022, Public Works Department approved a change order to the Professional Services Agreement with Albert A. Webb Associates, Inc. for the preparation of sediment transport in the amount of $5,974.88, paid from contingency funds; and

WHEREAS, on May 12, 2022, Public Works Department approved a change order to the Professional Services Agreement with Albert A. Webb Associates, Inc. for additional out of scope work such as storm drain system design, environmental coordination with Wildlife Agencies and Western Riverside County Regional Conservation Authority (RCA), supplemental environmental documentation and jurisdictional delineation and permitting in the amount of $148,222; and

WHEREAS, Amendment No.1 will amend the purchase order by adding an additional $148,222; and

WHEREAS, Amendment No. 1 will also extend the term of the Agreement to June 30, 2024; and

WHEREAS, an appropriation from the Measure A Fund in the amount of $148,222 to Account No. 101-4900-431.93-16 is necessary to cover the change orders; and

WHEREAS, the project, including Amendment No. 1 is fully funded by the TUMF program up to $1,000,000.

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

SECTION 1. City Council hereby approves Amendment No. 1 to the Professional Services Agreement with Albert A. Webb Associates, Inc. for an additional $148,222 for the Design of Sun Lakes Boulevard Extension and extend the term of the agreement to June 30, 2024.

SECTION 2. The City Manager or designee is authorized to make necessary budget adjustments, appropriations and transfers related to the Professional Services Agreement Amendment No. 1 with Albert A. Webb Associates, Inc.

SECTION 3. The City Manager or designee is authorized to execute Amendment No. 1 to the Professional Services Agreement with Albert A. Webb Associates, Inc.

PASSED, APPROVED AND ADOPTED this 11th day of October 2022.

Colleen Wallace, Mayor
City of Banning

ATTEST:

Caroline Patton, Deputy City Clerk
City of Banning

APPROVED AS TO FORM AND LEGAL CONTENT:

Serita Young, City Attorney
Richards, Watson & Gershon

CERTIFICATION:

I, Caroline Patton, Deputy City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution 2022-139, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 11th day of October 2022 by the following vote, to wit:

AYES: Happe, Minjares, Sanchez, and Wallace.

NOES:

ABSENT:

ABSTAIN:

Caroline Patton, Deputy City Clerk
City of Banning, California

RESOLUTION 2023-175

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, APPROVING AMENDMENT NO. 2 TO THE PROFESSIONAL SERVICES AGREEMENT WITH ALBERT A. WEBB ASSOCIATES, INC. FOR AN ADDITIONAL AMOUNT OF $496,079 FOR THE CONTINUED DESIGN OF THE SUN LAKES BOULEVARD EXTENSION

WHEREAS, on February 18, 2020, the Public Works Department released a Request for Proposals for the design of the Sun Lakes Boulevard Extension (also known as the Westward Avenue Extension) and on March 10, 2020, two proposals were received from Albert A. Webb Associates, Inc. and Engineering Resources of Southern California (ERSC) in the amount of $548,416.05 and $849,674.30 respectively; and

WHEREAS, on April 14, 2020, under Resolution No. 2020-48, the City Council approved the Professional Services Agreement with Albert A. Webb Associates, Inc. for the design of Sun Lakes Boulevard Extension in the amount of $548,416.05; and

WHEREAS, on July 14, 2020, City Council adopted Resolution No. 2020-97, authorizing the City Manager to execute a Transportation Uniform Mitigation Fee (TUMF) Reimbursement Agreement with Western Riverside Council of Government (WRCOG) for up to $1,000,000 in TUMF funds for the Sun Lakes Boulevard Extension project; and

WHEREAS, on February 11, 2022, a change order (change order 1) to the Professional Services Agreement with WEBB was approved for out-of-scope work including coordination with Western Riverside County Regional Conservation Authority (RCA) in the amount of $24,983.25; and

WHEREAS, on March 21, 2022, a change order (change order 2) to the Professional Services Agreement with WEBB was approved for out-of-scope work including a sediment transport analysis in the amount of $5,974.88; and

WHEREAS, on October 11, 2022, City Council adopted Resolution 2022-139 to rescind Resolution 2022-106 and to amend the Professional Services Agreement with WEBB ("Amendment No. 1") to include additional compensation in the amount of $148,222 (change order 3) and extend the term of the agreement to June 30, 2024. Amendment No. 1 was for out-of-scope work such as storm drain system design, environmental coordination with RCA, supplemental environmental documentation and jurisdictional delineation and permitting. Amendment No. 1 increased the contract amount to $751,947.66; and

WHEREAS, Kinder Morgan operates two (2) pipelines in the City of Banning which are located in easements dedicated to Kinder Morgan from 1955 and 1957 in Westward Avenue north of the proposed road centerline between Highland Home Road and Sunset Avenue within the proposed alignment of the Sun Lakes Boulevard Extension project; and

WHEREAS, the City understands that the roadway alignment must clear the Kinder Morgan easements as quickly as practicable and this late direction from Kinder Morgan requires portions of the roadway to be redesigned; and

WHEREAS, as project revisions have become necessary, City Staff has been in communication with WRCOG staff to ensure that further design efforts are consistent with the Reimbursement Agreement between the City and WRCOG; and

WHEREAS, Amendment 2 will amend the Professional Services Agreement by adding an additional $496,079 to cover Change Order No.4; and

WHEREAS, an appropriation from the Measure A Fund in the amount of $496,079 to Account No. 101-4900-431.93-16 is necessary to cover the change orders; and

WHEREAS, the project is funded by the TUMF program up to $1,000,000, therefore the additional expenditures related to Amendment No. 2 will be partially reimbursed by the TUMF program, which has a current balance of $307,164.39; and

WHEREAS, the City intends to request additional TUMF funding in the amount of $350,000 including contingency.

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 Albert A. Webb Associates, Inc. for an additional $496,079 for the Design of Sun Lakes Boulevard Extension.

SECTION 2. City Council authorizes the City Manager or designee to make necessary budget adjustments, appropriations and transfers related to Amendment No. 2 to the Professional Services Agreement with Albert A. Webb Associates, Inc. for the Design of Sun Lakes Boulevard Extension.

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 October 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 2023-175, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 24th day of October 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
Draft Agreement with Albert A. Webb Associates Inc.

AMENDMENT NO. 2 TO PROFESSIONAL SERVICES AGREEMENT (C00660) FOR THE DESIGN OF SUN LAKES BOULEVARD EXTENSION BY AND BETWEEN THE CITY OF BANNING AND ALBERT A. WEBB ASSOCIATES

THIS AMENDMENT NO. 2 TO THE AGREEMENT FOR PROFESSIONAL DESIGN SERVICES ("Amendment No. 2") by and between the **CITY OF BANNING** ("City") and **ALBERT A. WEBB ASSOCIATES**, a California Corporation ("Consultant") is effective as of this day: _____.

RECITALS

A. City and Consultant entered into that certain Agreement for Professional Design Services dated June 23, 2020 ("Agreement") whereby Consultant agreed to provide Design Services for the Design of Sun Lakes Boulevard Extension following a Request for Proposals for an amount not to exceed Five-Hundred Forty-Eight Thousand Four Hundred Sixteen Dollars and Five Cents ($548,416.05). The agreement included a 10% Contingency of Fifty Four Thousand Eight Hundred Forty One Dollars and Sixty One Cents ($54,841.61) for a total contract amount of Six Hundred Three Thousand Seven Hundred Twenty Five Dollars and Sixty Six Cents ($603,725.66) The Term of the Agreement was to commence on June 23, 2020, and continue in full force and effect until October 3, 2022.

B. On February 11, 2022, Public Works Department approved a change order to the Professional Services Agreement with Albert A. Webb Associates, Inc. for out-of-scope work including coordination with Western Riverside County Regional Conservation Authority (RCA) in the amount of $24,983.25, leaving a contingency balance of $29,858.36.

C. On March 21, 2022, Public Works Department approved a change order to the Professional Services Agreement with Albert A. Webb Associates, Inc. for the preparation of a sediment transport analysis (out of scope) in the amount of $5,974.88, leaving a contingency balance of $23,883.48.

D. On August 23,2022 City Council adopted City Council Resolution 2022-106 which authorized the increase in compensation for services provided under the Agreement by One Hundred Twenty-Nine Thousand Four Hundred Dollars ($129,400.00).

E. On October 11, 2022, City Council Adopted City Council Resolution 2022-139 to rescind Resolution 2022-106 and amend the Agreement to include additional compensation in the amount of One Hundred Forty-Eight Thousand Two Hundred Twenty-Two Dollars ($148,222.00) for a new contract total of Seven Hundred Fifty-One Thousand Nine Hundred Forty-Seven Dollars and Sixty-Six Cents ($751,947.66) and to extend the term of the Agreement through June 30, 2024.

F. City and Consultant now desire to amend the Agreement to modify the Scope of Services, extend the Term of the Agreement to June 30, 2025, and increase the Contract Sum by Four Hundred Ninety-Six Thousand Seventy-Nine Dollars ($496,079.00) for a total not to exceed amount of One Million Two Hundred Forty-Eight Thousand Twenty-Six Dollars and Sixty-Six

Cents ($1,248,026.66).

TERMS

1. **Contract Changes**. The Agreement is amended as provided herein.

(a) Section 2.1 – "Contract Sum" of the Agreement is amended to provide that Consultant's total compensation shall not to exceed One Million Two Hundred Forty-Eight Thousand Twenty-Six Dollars and Sixty-Six Cents ($1,248,026.66).

(b) Section 3.4 – "Term" of the Agreement is hereby amended to extend the Agreement term to June 30, 2025.

(c) Section 1.1, Exhibit "A" and Exhibit "D" - The Scope of Services as set forth in Section 1.1 of and Exhibits A and D to the Agreement is hereby amended to include the Services set forth in Attachment 1, attached hereto and incorporated herein.

2. **Continuing Effect of Agreement**. Except as amended by this Amendment No. 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 Amendments Nos. 1 through 2 to the Professional Services Agreement. In the event of a conflict between the provisions of this Amendment No. 1 and the provisions of the Agreement or Amendments No. 1 through 2, the provisions of this Amendment No. 2 shall control.

3. **Affirmation of Agreement; Warranty Re Absence of Defaults**. City and Consultant each ratify and reaffirm each and every one of the respective rights and obligations arising under the Agreement. Each party represents and warrants to the other that there have been no written or oral modifications to the Agreement other than as provided herein. Each party represents and warrants to the other that the Agreement is currently an effective, valid and binding obligation.

4. **Adequate Consideration**. The parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment No. 2.

5. **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 Agreement, and (iv) the entering into this Amendment No. 2 does not violate any provision of any other Agreement to which said party is bound.

6. **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.

7. **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]

IN WITNESS WHEREOF the Parties hereto have executed this Amendment No. 2 to the Agreement the day and year first hereinabove written.

CITY OF BANNING

Douglas Schulze, Date
City Manager

ATTEST:

Caroline Patton Date
Deputy City Clerk

APPROVED AS TO FORM:
Richards, Watson & Gershon

Serita R. Young Date
City Attorney

CONSULTANT

Dilesh Sheth Date
Vice President

NAME: Date

95-1723730
Tax ID No.

Address:
3788 McCray Street
Riverside, CA 92506

City Council Approval: _____

RESOLUTION 2025-70

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, APPROVING AMENDMENT NO. 4 TO THE PROFESSIONAL SERVICES AGREEMENT WITH ALBERT A. WEBB ASSOCIATES, INC. FOR AN ADDITIONAL AMOUNT OF $57,080 FOR ENVIRONMENTAL PERMITTING RELATED BIOLOGICAL STUDIES FOR THE SUN LAKES BOULEVARD EXTENSION PROJECT

WHEREAS, on April 14, 2020, under Resolution No. 2020-48, the City Council approved the Professional Services Agreement with Albert A. Webb Associates, Inc. for the design of Sun Lakes Boulevard Extension in the amount of $548,416.05; and

WHEREAS, on July 14, 2020, City Council adopted Resolution No. 2020-97, authorizing the City Manager to execute a Transportation Uniform Mitigation Fee (TUMF) Reimbursement Agreement with Western Riverside Council of Government (WRCOG) for up to $1,000,000 in TUMF funds for the Sun Lakes Boulevard Extension project; and

WHEREAS, on February 11, 2022, a change order (change order 1) to the Professional Services Agreement with WEBB was approved for out-of-scope work including coordination with Western Riverside County Regional Conservation Authority (RCA) in the amount of $24,983.25; and

WHEREAS, on March 21, 2022, a change order (change order 2) to the Professional Services Agreement with WEBB was approved for out-of-scope work including a sediment transport analysis in the amount of $5,974.88; and

WHEREAS, on October 11, 2022, City Council adopted Resolution 2022-139 to rescind Resolution 2022-106 and to amend the Professional Services Agreement with WEBB ("Amendment No. 1") to include additional compensation in the amount of $148,222 (change order 3) and extend the term of the agreement to June 30, 2024. Amendment No. 1 was for out-of-scope work such as storm drain system design, environmental coordination with RCA, supplemental environmental documentation and jurisdictional delineation and permitting. Amendment No. 1 increased the contract amount to $751,947.66; and

WHEREAS, on October 24, 2023, City Council adopted Resolution 2023-175 to amend the Professional Services Agreement with WEBB ("Amendment No.2") to include additional compensation in the amount of $496,079 for continued design of the Sun Lakes Boulevard Extension increasing the contract amount to $1,248,026.66; and

WHEREAS, under the existing Professional Services Agreement, WEBB is working on securing regulatory permits from the Regional Water Quality Control Board (RWQCB) and the California Department of Fish and Wildlife (CDFW). To obtain these permits, pre-construction biological investigations are one of the prerequisites that must be met; and

WHEREAS, the scope of work includes pre-construction Nesting Bird Survey, Burrowing Owl Inspection survey and report; Bumble Bee habitat surveys and reports; Biological Worker's Environmental Awareness Program (WEAP) Training; and WEBB Management of Biological Services; and

WHEREAS, the biological investigations are time sensitive because they can only be conducted during certain months of the year; and

WHEREAS, Amendment No.3 will amend the Professional Services Agreement by adding an additional $57,080 to cover Change Order No.5; and

WHEREAS, an appropriation from the Measure A Fund in the amount of $57,080 to Account No. 101-4900-431.93-16 is necessary to cover the change orders; and

WHEREAS, the project is funded by the TUMF program up to $1,000,000, therefore the additional expenditure related to Amendment No. 2 will be partially reimbursed by the TUMF program, which has a current balance of $189,605.41; and

WHEREAS, the City intends to request additional TUMF funding in the amount of $400,000 including contingency.

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

SECTION 1. The City Council approves Amendment No. 4 to the Professional Services Agreement with Albert A. Webb Associates, Inc. for an additional $57,080 for the Design of Sun Lakes Boulevard Extension.

SECTION 2. City Council authorizes the City Manager or designee to make necessary budget adjustments, appropriations and transfers related to Amendment No. 4 to the Professional Services Agreement with Albert A. Webb Associates, Inc. for the Design of Sun Lakes Boulevard Extension.

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 27th day of May 2025.

Sheri Flynn, Mayor
City of Banning

ATTEST:

Caroline Patton, Administrative City Clerk
City of Banning

APPROVED AS TO FORM:

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

CERTIFICATION:

I, Caroline Patton, Administrative City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution 2025-70, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 27th day of May 2025 by the following vote, to wit:

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

NOES:

ABSENT:

ABSTAIN:

Caroline Patton, Administrative City Clerk
City of Banning, California

EXHIBIT A
Amendment No.3 to the Professional Services Agreement with WEBB

AMENDMENT NO. 4 TO PROFESSIONAL SERVICES AGREEMENT (C00660) FOR THE DESIGN OF SUN LAKES BOULEVARD EXTENSION BY AND BETWEEN CITY OF BANNING AND ALBERT A. WEBB ASSOCIATES

THIS AMENDMENT NO. 4 TO THE PROFESSIONAL SERVICES AGREEMENT FOR SERVICES ("Amendment No. 4") by and between the **CITY OF BANNING** ("City") and **ALBERT A. WEBB ASSOCIATES**, a California Corporation ("Consultant") is effective as of this day: _____.

RECITALS

A. City and Consultant entered into that certain Agreement for Professional Design Services dated June 23, 2020 ("Agreement") whereby Consultant agreed to provide Design Services for the Design of Sun Lakes Boulevard Extension following a Request for Proposals for an amount not to exceed Five-Hundred Forty-Eight Thousand Four Hundred Sixteen Dollars and Five Cents ($548,416.05). The agreement included a 10% Contingency of Fifty-Four Thousand Eight Hundred Forty One Dollars and Sixty-One Cents ($54,841.61) for a total contract amount of Six Hundred Three Thousand Seven Hundred Twenty-Five Dollars and Sixty-Six Cents ($603,725.66). The Term of the Agreement was to commence on June 23, 2020, and continue in full force and effect until October 3, 2022.

B. On February 11, 2022, Public Works Department approved a change order to the Professional Services Agreement with Albert A. Webb Associates, Inc. for out-of-scope work including coordination with Western Riverside County Regional Conservation Authority (RCA) in the amount of $24,983.25, leaving a contingency balance of $29,858.36.

C. On March 21, 2022, Public Works Department approved a change order to the Professional Services Agreement with Albert A. Webb Associates, Inc. for the preparation of a sediment transport analysis (out of scope) in the amount of $5,974.88, leaving a contingency balance of $23,883.48.

D. On August 23,2022 City Council adopted City Council Resolution 2022-106 which authorized the increase in compensation for services provided under the Agreement by One Hundred Twenty-Nine Thousand Four Hundred Dollars ($129,400.00).

E. On October 11, 2022, City Council Adopted City Council Resolution 2022-139 to rescind Resolution 2022-106 and amend the Agreement to include additional compensation in the amount of One Hundred Forty-Eight Thousand Two Hundred Twenty-Two Dollars ($148,222.00) for a new contract total of Seven Hundred Fifty-One Thousand Nine Hundred Forty-Seven Dollars and Sixty-Six Cents ($751,947.66) and to extend the term of the Agreement through June 30, 2024.

F. On October 23, 2023, City and Consultant amended the Agreement to modify the Scope of Services, extend the Term of the Agreement to June 30, 2025, and increase the Contract Sum by Four Hundred Ninety-Six Thousand Seventy-Nine Dollars

($496,079.00) for a total not to exceed amount of One Million Two Hundred Forty-Eight Thousand Twenty-Six Dollars and Sixty-Six Cents ($1,248,026.66).

G. On January 6, 2025, City and Consultant amended the Agreement to extend the Term of the Agreement to June 30, 2026.

H. City and Consultant now desire to amend the Agreement to modify the Scope of Services,and increase the Contract Sum to One Million Three Hundred Five Thousand One Hundred Six Dollars and Sixty-six Cents. ($1,305,106.66).

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. 4 shall not exceed Fifty-Seven Thousand Eighty Dollars ($57,080.00) thereby increasing the Contract Sum, as set forth in Section 2.1 of the Agreement, to One Million Three Hundred Five Thousand One Hundred Six Dollars and Sixty-six Cents. ($1,305,106.66).

Miscellaneous Provisions

2.1 Continued Effect of Agreement. Except as amended by this Amendment No. 43, all provisions of the Agreement, as amended by Amendment Nos. 1, 2, 3, and 4, shall remain unchanged and in full force and effect. From and after the date of this Amendment No. 4, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement, as amended by Amendment Nos. 1 through 4. In the event of a conflict between the provisions of this Amendment No. 4 and the provisions of the Agreement or Amendments No. 1 through 4, the provisions of this Amendment No. 4 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. 4.

2.3 Authority. The persons executing this Amendment No. 4 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. 4 on behalf of said party, (iii) by so executing this Amendment No. 4, such party is formally bound to the provisions of this Amendment No. 4, and (iv) entering into this Amendment No.

4 does not violate any provision of any other agreement to which said party is bound.

1.3 Counterparts. This Amendment No. 4 may be signed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument.

1.4 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. 4 the date stated in the introductory clause.

CITY OF BANNING	CONSULTANT
Douglas Schulze, City Manager	NAME: TITLE:
City Council Approval: n/a	NAME: TITLE:
ATTEST:	
Caroline Patton Administrative City Clerk	

NOTE: PROOF OF AUTHORITY TO BIND CONTRACTING PARTY REQUIRED. APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONSULTANT'S BUSINESS ENTITY.

ATTACHMENT "1"

ALBERT A. WEBB ASSOCIATES

2020-0126

February 28, 2025
Revised April 23, 2025

Patrick Safari, CIP Manager
City of Banning
99 E. Ramsey Street
Banning, CA 92220

Sent via email: psafari@banningca.gov

RE: Proposal for Contract Amendment No. 4 - Additional Environmental Services for Sun Lakes Boulevard Extension Project (PSA C00660)

Dear Patrick,

Pursuant to your request on February 6, 2025, and subsequent discussion on April 2, 2025, Albert A. WEBB Associates (WEBB) is pleased to provide you with this proposal for additional services for the Sun Lakes Boulevard Extension Project. WEBB is currently under contract with the City to obtain regulatory permits for the project from the California Department of Fish and Wildlife (CDFW) and the Regional Water Quality Control Board (RWQCB).

Said permits have requirements that the City will need to fulfill prior to construction of the project which are outlined below in Task 1. Biological reporting and monitoring that is required during construction are not included herein, but as we have discussed with you, we understand the City will include the permitting-related tasks during construction to be included in the City's forthcoming construction management contract.

Also included in this request is the City's obligation for compensatory mitigation related to impacts to jurisdictional waters which are required to be fulfilled within 18 months of impacts. Task 2 includes WEBB's assistance with the compensatory mitigation obligations.

Scope of Work

Task 1: Biological Services During Construction

The Tasks below are related to the surveying and reporting requirements of the CDFW permit, RWQCB permit, as well as CEQA mitigation measures MM BIO-1 through MM BIO-4.[1] WEBB will subcontract with Osprey Environmental Associates (Osprey) to fulfill these requirements.

Preconstruction Nesting Bird Survey and Report (corresponds to CDFW Measures 2.11.1 and 4.4; CEQA MM BIO-1)

Osprey will conduct preconstruction nesting bird surveys if vegetation clearance occurs outside the recommended window (September 1 – February 1). Surveys will be performed within three (3) days prior to construction initiation to identify active nests within 100 feet of the project site. A survey report by a qualified biologist verifying nest status will be submitted to the City of Banning prior to construction. If active nests are identified, species-specific measures will be implemented to prevent nest abandonment.

Burrowing Owl Pre-Construction Inspection Survey and Report (corresponds to CDFW Measure 2.12.4 and CEQA MM BIO-2)

A single preconstruction burrowing owl survey will be conducted within 3 days of vegetation removal or ground disturbance. The survey will comply with the Western Riverside County Multiple Species Habitat Conservation Plan (MSHCP) and 2006 "Burrowing Owl Survey Instructions" and will cover entire the project site and within 150-meters. If burrowing owls are detected during the breeding season (February 1–August 31), a 300-foot buffer will be enforced around active burrows until nesting is complete. Following the survey, a burrowing owl pre-construction survey report will be prepared and submitted to WEBB in PDF format. The survey report will document the methods, results, and conclusion of the survey.

Crotch's Bumble Bee (corresponds to CEQA MM BIO-3)

- **Crotch's Bumble Bee Habitat Mapping and Report (corresponds to CDFW Measure 2.14)**

Osprey will conduct habitat mapping for the Crotch's bumblebee within the project footprint. Mapping will identify habitat alliances following Sawyer et al. (2009). Following field mapping and no less than 120 days prior to the initiation of activities Osprey will complete and submit to CDFW a baseline habitat mapping report. The report will identify species composition for each mapped alliance and will be submitted to CDFW.

- **Crotch's Bumble Bee Draft Survey Plan (corresponds to CDFW Measure 2.15.2)**

A qualified Osprey biologist will prepare and submit to CDFW for review and comment a draft survey plan for Crotch's bumble bee. The survey plan will identify the timing, number, and duration of survey efforts, and procedures to follow should Crotch's bumble bee be detected within the project area.

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[1] There are a total of five mitigation measures for biological resources. MM BIO-5 is "Mitigation for Riparian/Riverine and Jurisdictional Impacts." WEBB's assistance with this is in Task 2, herein.

The survey plan will be submitted no less than 90 days prior to initiation of project activities in suitable habitat.

- **Crotch's Bumble Bee Survey(s) and Report (corresponds to CDFW Measure 2.15.3)**

If habitat mapping identifies the presence of plants (e.g., genera *Antirrhinum, Phacelia, Clarkia, Cordylanthus, Dendromecon, Eschscholzia, Eriogonum, Hypericum, Lantana, Lupinus, Salvia, Asclepias, Cirsium, Monardella, Keckiella, Acmispon, Euthamia, Ehrendorferia, Vicia, and/or Trichostema*) or other suitable habitat (i.e. nesting, foraging, and overwintering habitat), Osprey will conduct focused surveys for the Crotch's bumblebee (CBB) following the approval and submittal of survey plan. Osprey will first conduct a literature review and records search for CBB occurrences within a 10-mile radius, utilizing the CDFW California Natural Diversity Database and iNaturalist. Following the literature review, Osprey will conduct on-site CBB surveys following the Survey Considerations for California Endangered Species Act Candidate Bumble Bee Species (CDFW 2023). These surveys will take place during the Colony Active Period (April-August) and when floral resources are available, ideally at peak bloom. A minimum of three surveys will be conducted, spaced 2-4 weeks apart between April and August. Surveys will be performed during daylight, beginning at least one hour after sunrise and ending at least two hours before sunset, ideally between 9:00 AM and 1:00 PM, with temperatures between 65°F and 90°F and wind speeds under 8 miles per hour. Each survey will cover at least one person-hour of search effort per three acres of suitable habitat.

Following the completion of the surveys, a report will be prepared summarizing the survey methods, findings, and conclusions. The report will also include a list of bee species observed and any accompanying photographs. Survey results will be submitted to CDFW before ground-disturbing activities begin. If an active CBB nest is detected, a no-disturbance buffer zone will be established, and CDFW will be notified.

Biological Worker's Environmental Awareness Program (WEAP) and Invasive Species Education Program (corresponds to CDFW Measures 2.8 and 2.8.1; CEQA MM BIO-4)

Osprey will develop and conduct a mandatory Biological Worker's Environmental Awareness Program (WEAP) training for all construction personnel. This training will cover key topics, including CBB, burrowing owls, rare plant species, and riparian/riverine features. WEAP training will be coordinated with the paleontological WEAP. A recorded training will be prepared and available.

Further, included in the WEAP will be an additional discussion of the invasive species currently present within the project site as well as those that may pose a threat to or have the potential to invade the Project site. The discussion will include a physical description of each species and information regarding their habitat preferences, local and statewide distribution, modes of dispersal, and impacts. The invasive species education program will also include a discussion of Best Management Practices (BMPs) to be implemented at the Project site to avoid the introduction and spread of invasive species into and out of the Project site.

WEBB Management of Biological Services

WEBB has budgeted 40 hours to manage and coordinate with Osprey related to Task 1 including reviewing documents, and meeting with the City.

UAV (Drone) Survey(s) (Optional)

Osprey can provide a drone survey of the project area to generate a high-resolution orthomosaic basemap, offering a temporally and spatially accurate depiction of the project site as is currently prior to construction and post-construction. This updated imagery can serve as a key reference for stakeholders, ensuring precise visualization of project lands, roads, and planned or constructed infrastructure. The orthomosaic will enhance project planning, coordination, and decision-making by delivering highly accurate spatial and visual data. The flight will be conducted by an Osprey FAA-licensed Remote Pilot in Command (RPIC) and a visual observer, ensuring full compliance with FAA regulations. The drone data collection and subsequent GIS analysis will be used to support all of Osprey's reporting deliverables included herein. Deliverables will include a high-resolution orthomosaic base map, digital terrain model depicting project ground elevations, and a digital surface model depicting project surface elevations.

Although a temporally and spatially accurate orthomosaic basemap is informative and helpful, this optional service is not required in order to complete any of the aforementioned tasks.

Task 1 Assumptions

- None of the species identified above will be found on site.
- This scope includes one (1) in-person WEAP training. Any additional training sessions will require a separate scope and fee.
- Materials required for delineating Environmentally Sensitive Areas (ESAs) or establishing nesting buffers are not included in this proposal. The cost of these materials will be billed directly to the client if not provided by the City.
- The preparation of a Burrowing Owl Mitigation Plan is not included. If required, Osprey will provide a separate scope and fee for this task.
- This proposal does not cover small mammal trapping or the preparation of a small mammal trapping survey report. If required, Osprey will provide an additional scope and fee for these efforts.
- Assistance with securing an Incidental Take Permit (ITP) from CDFW is not included. If required, Osprey can provide a separate scope and fee for this task.

Task 2: WEBB Assistance with Offsite Compensatory Mitigation Fulfillment (corresponds to CDFW Measure 3.3; CEQA MM BIO-5)

WEBB has included 50 hours to help the City to set up its compensatory mitigation obligation utilizing an offsite mitigation site owned by the City located southeast of the City's wastewater treatment plant. We anticipate actions under this task will be to advise and support the City related to: finding a third party to hold a conservation easement/deed restriction(s) on the City's property (City to retain

fee title), negotiate and find the City a third party land manager and assist City with said agreement, and finding an entity to provide a non-wasting endowment. We understand the City will take lead on each of these tasks; therefore this budget is for things like attending meetings to provide project background and making connections to facilitate the process.

Budget

Our proposed budget for the services listed herein will be billed on a Time and Materials basis according to our existing contract for a total not to exceed of **$57,080.**

Environmental Services

Task 1 - Biological Services	
Preconstruction Nesting Bird Survey and Report	$ 4,660
Burrowing Owl Pre-Construction Inspection Survey and Report	$ 6,230
Crotch's Bumble Bee Habitat Mapping and Report	$ 6,840
Crotch's Bumble Bee Draft Survey Plan	$ 4,350
Crotch's Bumble Bee Survey(s) and Report	$ 14,380
WEBB Management of Task 1 (40 hours)	$ 7,150
Optional UAV (Drone) Survey	$ 4,370
Task 2 - Management and Coordination for Offsite Mitigation	$ 9,100
TOTAL	**$ 57,080**

The following is a summary of original, current, and proposed authorizations according to our records.

WEBB Original Authorization:	$548,416.05 plus $54,841.61 contingency for total of $603,725.66
Change Order No. 1	$24,983.25 (subtracted from contingency)
Change Order No. 2	$5,974.88 (subtracted from contingency)
City Council Resolution 2022-106	$129,400 (rescinded)
City Council Resolution 2022-139	$148,222
Change Order No. 3	$496,079
Current Authorization	$1,248,026.66
Proposed Change Order	**$57,080**
Total WEBB Authorization with Proposed Change Order	$1,305,106.66

If you find this request acceptable, please issue a contract amendment to our office. We appreciate this opportunity to be of service to the City and look forward to hearing from you. If you have any questions regarding this proposal, please call me at (951) 830-4305.

Sincerely,

ALBERT A. WEBB ASSOCIATES

Dilesh Sheth, PE, TE
Senior Vice President
Dilesh.Sheth@webbassociates.com

Copy: Stephanie Standerfer
Autumn DeWoody

SoCalGas
A Sempra Energy utility®

Alana Edwards
Sr. Land Specialist
Land & Right-of-Way
8101 Rosemead Blvd. SC722K
Pico Rivera, CA 90660
Ph: (213) 671-2089
Aedward1@SoCalGas.com

March 27, 2025

VIA Electronic Mail

Marisol Lopez
Economic Development Manager
City of Banning
99 E. Ramsey Street
Banning, CA 92220

RE: Southern California Gas Company's Line 2000 CLC MP 139.36-139.44 Replacement Project - Offer Letter: Temporary Right of Entry Agreement (TRE)
Location: APN: 532-130-012

Dear Ms. Lopez,

Southern California Gas Company (SoCalGas®) operates and maintains an existing pipeline and related facilities known as Line 2000, which is located on property owned by the City of Banning. SoCalGas holds the right-of-way easement recorded in Book 873, Page 234, on October 24, 1947, at the County Recorder's Office of Riverside County. We are proposing to replace approximately 400 feet of this pipeline to ensure continued service reliability for our customers. As part of this project, SoCalGas requires a temporary right of entry agreement for your property, identified as APN: 532-130-012, located in Riverside County.

SoCalGas is requesting 50,762 square feet of temporary workspace/laydown yard, as described in the enclosed Temporary Right of Entry Agreement (TRE) and depicted in the enclosed Exhibit A related to the Property identified as APN 532-130-012. We are offering compensation of Nine Thousand Dollars ($9,000.00) for the TRE, payable upon receipt of the executed agreement. This arrangement is for a period of three months.

After review and acceptance by the City of Banning's Council Board, please execute the enclosed TRE and return the original signed document. Payment will be processed for the amount once the TRE is executed.

If you have any questions regarding this offer or the project, please feel free to contact me at 562 388-3220 or via email at AEdward1@SoCalGas.com.

Sincerely,

AE

Let me know if you need any further changes!

Alana Edwards
Southern California Gas

Enclosures:
Temporary Right of Entry Agreement w/Exhibit A

TEMPORARY RIGHT OF ENTRY AGREEMENT

FOR SOUTHERN CALIFORNIA GAS COMPANY

This Temporary Right of Entry Agreement ("Agreement") is dated as of this ___ day of _____2025 and is made by and between Southern California Gas Company ("SoCalGas"), a California corporation, and the City of Banning, a California Corporation, ("Owner"), the legal owner of the property identified herein.

The property owner is the legal owner of that certain real property located in the City of Banning, County of Riverside, California, more specifically identified as A.P.N. 532-130-012 (the "Property").

Easement-SoCalGas is the owner of that certain right-of-way recorded as Book No. 873 Page 234 on October 24, 1947, in the County Recorder's Office of Riverside County, California, which covers a portion of the Property and pursuant to which SoCalGas installed a 30-inch pipeline and appurtenances under a portion of the Property.

Temporary Workspace and Work-SoCalGas request the right to fabricate any and all related above and below-ground pipes, valves, fences, and appurtenances and the right to bring and store temporarily any and all necessary vehicles, materials, and other construction equipment and stockpile on the Temporary Workspace, as defined below (all of which is hereafter referred to as "Work"). As a condition to the Temporary Workspace Owner requested that the FAA notification be completed by SoCalGas. SoCalGas made such notification on March 6, 2025, SoCalGas requests the right to perform the Work within an area of approximately 50,762 square feet as shown on the attached map. This area is referred to hereafter (individually and collectively) as "Temporary Workspace." See the Exhibit A map attached hereto and incorporated by reference.

Owner's Consent-Owner grants SoCalGas (including its subcontractors) permission to enter and use the Temporary Workspace for purposes of performing the Work. *Work may be conducted by SoCalGas or by its subcontractors during the hours of 7:00 am to 5:00 pm from Monday through Saturday.* If any conflict arises between Work and any other uses of the Property, then SoCalGas and the Owner shall work together diligently and in good faith to resolve any such conflicts.

Payment and Time Period-After SoCalGas has received the Owner's executed Agreement, and the completed IRS W-9 form and CA Form 590 or CA Form 587, SoCalGas shall pay Owner a total of $9,000.00 for the Basic Term of the Agreement, which payment shall be sent by SoCalGas' accounting department. SoCalGas (including its subcontractors) shall have access to and use of the Temporary Workspace for approximately Three months, tentatively arranged to start on or about September 22, 2025, to on or about November 22, 2025 ("Basic Term"). SoCalGas may postpone the start date of the Basic Term, in which case SoCalGas will notify the Owner in advance. In the unlikely event SoCalGas needs extra time on the Temporary Workspace, Owner agrees that SoCalGas may have additional monthly periods for the sum of $3,000.00 per month (or portion thereof), not to exceed six months.

Restoration-At the completion of the Work, SoCalGas (including through its subcontractors) will restore the Temporary Workspace to as near to its original condition and appearance as is reasonably possible.

Indemnification- SoCalGas will indemnify the Owner for any liability arising out of SoCalGas' (or its subcontractor's) Work or use of the Temporary Workspace, except to the extent such liability is due to the Owner's negligence or willful misconduct.

Entire Agreement-This Agreement constitutes the entire agreement between the parties relating to the Work and SoCalGas' entry onto the Property. Any prior agreements, promises, negotiations, or representations not expressly set forth herein are of no force and effect.

Authority- Each person executing this Agreement hereby represents and warrants (i) their authority to do so and (ii) that such authority has been duly and validly conferred.

Severability-If any term or provision of this Agreement shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall remain in full force and effect.

No Waiver-A waiver or a breach of a covenant or provision of this Agreement shall not be deemed a waiver of any other covenant or provision in this Agreement and no waiver shall be valid unless in writing and executed by the waiving party.

Governing Law-This Agreement shall be governed and construed in accordance with the laws of the State of California.

Recordation-This Agreement shall not be recorded. However, the Owner agrees that upon any transfer of title involving the Property during the period of the Agreement, the Owner shall give written notice of the Agreement to the new owner or transferee and written notice of the transfer to SoCalGas to the address below.

Counterparts-This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Agreement and of signature pages by facsimile transmission or by other electronic means shall constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes.

Electronic Signatures-Each of the parties (i) has agreed to permit the use of electronic signatures in order to expedite the execution of this Agreement, (ii) intends to be bound by its respective electronic signatures, (iii) is aware that the other will rely on such electronically transmitted signature, and (iv) acknowledges such reliance and waives any defenses to the enforcement of this Agreement based on the fact that a signature was sent by electronic transmission only.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK- SIGNATURES ON NEXT PAGE]

The parties have read this Agreement, understand it, and agree to be bound by its terms as of the date first set forth above.

Southern California Gas Company

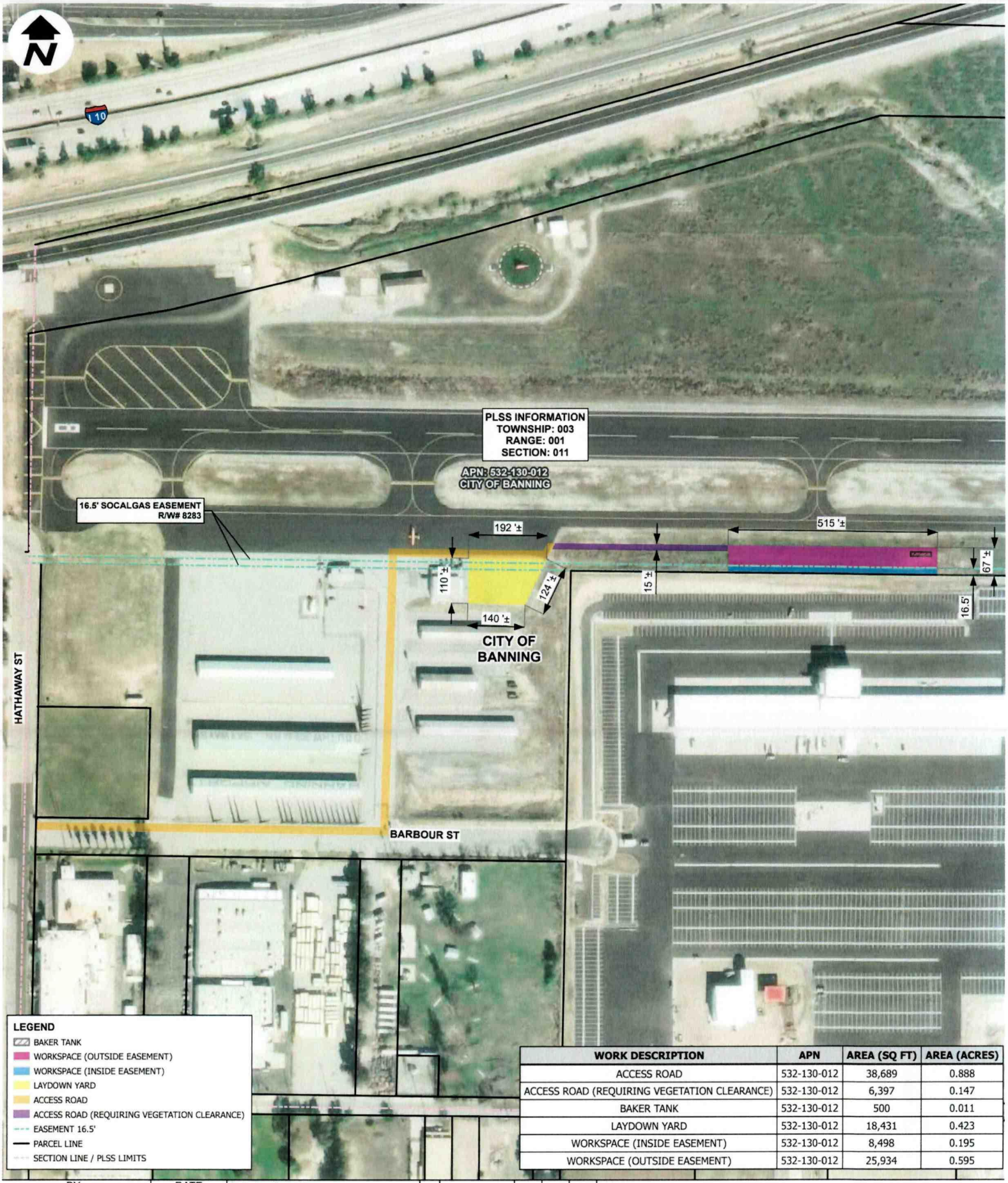
_____

Artemis G. Manos
Land and Right of Way Supervisor
For Southern California Gas Company
8101 Rosemead Blvd., SC722K
Pico Rivera, California 90660-5100

City of Banning

_____

Robert Fisher
Acting City Manager



LEGEND

- BAKER TANK
- WORKSPACE (OUTSIDE EASEMENT)
- WORKSPACE (INSIDE EASEMENT)
- LAYDOWN YARD
- ACCESS ROAD
- ACCESS ROAD (REQUIRING VEGETATION CLEARANCE)
- EASEMENT 16.5'
- PARCEL LINE
- SECTION LINE / PLSS LIMITS

WORK DESCRIPTION	APN	AREA (SQ FT)	AREA (ACRES)
ACCESS ROAD	532-130-012	38,689	0.888
ACCESS ROAD (REQUIRING VEGETATION CLEARANCE)	532-130-012	6,397	0.147
BAKER TANK	532-130-012	500	0.011
LAYDOWN YARD	532-130-012	18,431	0.423
WORKSPACE (INSIDE EASEMENT)	532-130-012	8,498	0.195
WORKSPACE (OUTSIDE EASEMENT)	532-130-012	25,934	0.595

BY		DATE
DESIGNED:	R. MATTHEWS	03/11/25
DRAWN:	S. MOLDENHAUER	03/11/25
CHECKED:	R. MATTHEWS	03/11/25
APPROVED:	B. SANDOVAL	03/11/25
CLASS:	DIST:	SCALE: 1"=150'

Service Layer Credits: Maxar

SoCalGas

150 75 0 150

REV	DATE	BY	CHK	APV	DESCRIPTION
A	03/11/25	SJM	JRM	BLS	ISSUED FOR INFORMATION

APN: 532-130-012
OWNER: CITY OF BANNING

L2000 CLC MP 139.36-139.44 REPLACEMENT

DRAWING NUMBER: 8788-EX-203
EXHIBIT A

REV: A

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AGREEMENT FOR PROFESSIONAL SERVICES (C00660) FOR THE DESIGN OF SUN LAKES BOULEVARD EXTENSION BY AND BETWEEN CITY OF BANNING AND ALBERT A WEBB ASSOCIATES

THIS AGREEMENT FOR PROFESSIONAL SERVICES (herein "Agreement") is made and entered into this day: 6/23/2020, ("Effective Date") by and between the **CITY OF BANNING, a California municipal corporation** ("City") and **ALBERT A WEBB ASSOCIATES, a** California corporation, ("Consultant"). City and Consultant are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

RECITALS

A. City has sought, by issuance of a Request for Proposals, the performance of the services for the design of Sun Lakes Boulevard extension prepared in connection therewith, and as further defined and described particularly in Article 1 of this Agreement.

B. Consultant, following submission of a proposal or bid for the performance of the services defined and described particularly in Article 1 of this Agreement, was selected by City to perform those services.

C. The Parties desire to formalize the selection of Consultant for performance of those services defined and described particularly in Article 1 of this Agreement and desire that the terms of that performance be as particularly defined and described herein.

D. Pursuant to the City of Banning's Municipal Code, City has authority to enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained herein and other consideration, the value and adequacy of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1. SERVICES OF CONSULTANT

1.1 Scope of Services.

In compliance with all terms and conditions of this Agreement, Consultant shall provide those services specified in the "Scope of Services" attached hereto as **Exhibit A** and incorporated herein by this reference, which services may be referred to herein as the "Services" hereunder. As a material inducement to City entering into this Agreement, Consultant represents and warrants that it has the qualifications, experience, and facilities necessary to properly perform the Services required under this Agreement in a thorough, competent, and professional manner, and is experienced in performing the Services contemplated herein. Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all Services described herein. Consultant covenants that it shall follow the highest professional standards in performing the Services required hereunder and that all materials will be of good quality, and fit for the purpose intended. For purposes of this Agreement, the phrase "highest professional

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standards" shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances. This Agreement calls for services that, in whole or in part, constitute "public works" as defined in the California Labor Code. Therefore, as to those services that are "public works," Consultant shall comply in all respects with all applicable provisions of the California Labor Code, including those set forth in **Exhibit B** hereto.

1.2 Contract Documents and Exhibits.

This Agreement includes the Request for Proposal and Consultant's accepted proposal ("Contract Documents"), both of which are on file with the City and incorporated herein by this general reference as though fully set forth herein. **Exhibit A** (Scope of Services), **Exhibit B** (Special Requirements), **Exhibit C** (Schedule of Compensation), and **Exhibit D** (Schedule of Performance) also constitute a part of this Agreement and are incorporated into this Agreement by this reference. Except as set forth in Section 1.10 regarding **Exhibit B**, this Agreement controls over the Contract Documents and the provisions in **Exhibits A, B** and **C**.

1.3 Compliance with Law.

Consultant shall keep itself informed concerning all ordinances, resolutions, statutes, rules, and regulations of City and any Federal, State or local governmental entity having jurisdiction in effect at the time service is rendered, and shall render all Services hereunder in accordance therewith.

1.4 Licenses, Permits, Fees and Assessments.

Consultant shall obtain and maintain during the term of this Agreement, at its sole cost and expense, all necessary licenses, permits, certificates and approvals required by law for the performance of Services under this Agreement, including a City business license. Consultant shall have the sole obligation to pay for all fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and which arise from or are necessary for Consultant's performance of the Services required by this Agreement. Consultant shall indemnify, defend and hold harmless City, its officers, employees or agents, against all such fees, assessments, taxes, penalties or interest levied, assessed or imposed against City hereunder.

1.5 Familiarity with Services.

By executing this Agreement, Consultant warrants that Consultant: (i) has thoroughly investigated and considered the Scope of Services to be performed, (ii) has carefully considered how the Services should be performed, and (iii) fully understands the facilities and any difficulties and restrictions attending performance of the Services under this Agreement. If the Services involve work upon any site, Consultant warrants that Consultant has or will investigate the site and is or will be fully acquainted with the conditions existing therein, prior to commencement of Services hereunder. Should Consultant discover any latent or unknown conditions, which will materially affect the performance of the Services hereunder, Consultant shall immediately inform City of such fact and shall not proceed except at Consultant's risk until written instructions are received from the Contract Officer (defined in Section 1.12. A).

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1.6 Prevention of Loss and Damages.

Consultant shall adopt reasonable methods during the Term (defined in Section 3.4) to furnish continuous protection to the work product, and the equipment, materials, papers, documents, plans, studies and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the Services by City, except such losses or damages as may be caused by City's own negligence.

1.7 Further Responsibilities of Parties.

Both Parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both Parties agree to act in good faith to execute all instruments, prepare all documents and take all actions as may be reasonable necessary to carry out the purposes of this Agreement. Unless hereafter specified, neither Party shall be responsible to perform the Services of the other.

1.8 Additional Services.

City shall have the right at any time during the performance of the Services, without invalidating this Agreement, to order extra services beyond that specified in the Scope of Services or to make changes by altering, adding to or deducting from the Services. No such extra services may be undertaken unless a written order is first given by the Contract Officer to Consultant, which written order incorporates therein an adjustment in (i) the Contract Sum (as defined in Section 2.1), and/or (ii) the Schedule of Performance, (as defined in Section 3.2), and which written order is approved in writing by Consultant. Any increase in compensation of up to five percent (5%) of the Contract Sum, or $25,000, whichever is less; or in the Schedule of Performance of up to one hundred eighty (180) days may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively, must be approved by City Council. It is expressly understood by Consultant that the provisions of this Section shall not apply to Services which are specifically set forth in the Scope of Services or which are reasonably contemplated therein. Consultant hereby acknowledges that it accepts the risk that the Services to be provided pursuant to the Scope of Services may be more costly or time consuming than Consultant anticipates and that Consultant shall not be entitled to additional compensation therefor.

1.9 Facilities and Equipment.

Except as otherwise provided, Consultant shall, at its own cost and expense, provide all facilities and equipment necessary to perform the Services required by this Agreement. City shall make available to Consultant only physical facilities such as desks, filing cabinets, and conference space ("City Facilities"), as City deems, in its sole discretion, to be reasonably necessary for Consultant's use while consulting with City employees and reviewing records and the information in possession of City. The location, quality, and time of furnishing City Facilities shall be in the sole discretion of City. In no event shall City be required to furnish any facilities that may involve incurring any direct expense, including but not limited to a computer, long distance telephone, network data, internet or other communication charges, vehicles and reproduction facilities.

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1.10 Special Requirements.

Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the "Special Requirements" attached hereto as **Exhibit B** and incorporated herein by this reference. In the event of a conflict between the provisions of **Exhibit B** and any other provisions of this Agreement, the provisions of **Exhibit B** shall govern.

1.11 Corrections.

In addition to the indemnification obligations set forth in Article 4, and Sections 1.4, 1.13, 5.3, 5.4, and 6.3, Consultant shall correct, at its expense, all errors in the Services which may be disclosed during City's review of Consultant's report or plans. Should Consultant fail to make such correction(s) in a reasonably timely manner, such correction(s) may be made by City, and the cost thereof shall be charged to Consultant. In addition to all other available remedies, City may deduct the cost of such correction(s) from any retention amount held by City, or may withhold payment otherwise owed Consultant under this Agreement up to the amount of the cost of correction(s), as provided in Section 6.3.

1.12 Party Representatives.

A. Contract Officer: For the purposes of this Agreement, the Contract Officer shall be the City Manager, or such other person designated in writing by the City Manager ("Contract Officer"). Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority, if specified in writing by the City Manager, to sign all documents on behalf of City required hereunder to carry out the terms of this Agreement.

B. Principals and Personnel of Consultant.

1) Consultant Representative: The following principal of Consultant is hereby designated as being the Consultant Representative authorized to act on Consultant's behalf regarding the Services specified herein and make all decisions in connection therewith:

Name	Title
Dilesh Sheth	Vice President

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing Consultant Representative were a substantial inducement for City to enter into this Agreement. Therefore, the foregoing Consultant Representative shall be responsible during the term of this Agreement for directing all activities of Consultant and devoting sufficient time to personally supervise the Services hereunder. All personnel of Consultant, and any authorized agents, shall at all times be under the exclusive direction and control of the Consultant Representative. For purposes of this Agreement, the foregoing Consultant Representative may not be replaced nor may their responsibilities be substantially reduced or reassigned by Consultant without the express written approval of City. It shall be Consultant's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the Services, and Consultant shall refer any decisions which must be made by City to the Contract Officer.

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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

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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 $ 548,416.05 (the "Contract Sum"). The Contract Sum shall include the attendance of Consultant at all project meetings reasonably deemed necessary by City. Coordination of the performance of the Services with City is a critical component of the Services. If Consultant is required to attend additional meetings to facilitate such coordination, Consultant shall not be entitled to any additional compensation for attending those meetings.

2.2 Method of Compensation.

The method of compensation may include: (i) a lump sum payment upon completion of the Services, (ii) payment in accordance with specified tasks or the percentage of completion of the Services, (iii) payment for time and materials based upon Consultant's rates as specified in the Schedule of Compensation, provided that time estimates are provided for the performance of sub tasks, but not exceeding the Contract Sum or (iv) such other methods as may be specified in the Schedule of Compensation.

2.3 Reimbursable Expenses.

City shall only reimburse Consultant for those actual and necessary expenses expressly set forth in **Exhibit C**. Reimbursable expenses may include reimbursement for actual and necessary expenditures for reproduction costs, telephone expenses, and travel expenses approved by the Contract Officer in advance, or actual sub-contractor expenses of an approved sub-contractor pursuant to Section 1.14, and only if specified in the Schedule of Compensation.

2.4 Unauthorized Services and Expenses.

City will not pay for any Services or reimburse for any expenses incurred which are not specified in the Scope of Services, unless authorized in writing as set forth in Section 1.8 of this Agreement. City shall make payment for such authorized additional Services and expenses in accordance with Article 2 of this Agreement.

2.5 Invoices.

Each month Consultant shall furnish to City an original invoice for all Services performed and expenses incurred during the preceding month. Each such invoice shall contain all of the information set forth in Section IV 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.

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City shall independently review each invoice submitted by Consultant to determine whether the Services performed and expenses incurred are in compliance with the provisions of this Agreement. City will use its best efforts to cause Consultant to be paid within thirty (30) days of receipt of Consultant's correct and undisputed invoice, except as to any charges for Services performed or expenses incurred by Consultant which are disputed by City, or as provided in Section 6.3. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Consultant for correction and resubmission. Review and payment by City of any invoice provided by Consultant shall not constitute waiver of any rights or remedies provided herein or any applicable law.

2.6 Waiver.

Payment to Consultant for Services performed pursuant to this Agreement shall not be deemed to waive any defects in Services performed by Consultant.

ARTICLE 3. PERFORMANCE SCHEDULE

3.1 Time of Essence.

Time is of the essence in the performance of this Agreement; provided, however, that the foregoing shall not be construed to limit or deprive a Party of the benefits of any grace or use period allowed in this Agreement.

3.2 Schedule of Performance.

Consultant shall commence the Services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all Services within the time period(s) established in the "Schedule of Performance" attached hereto as **Exhibit D** and incorporated herein by this reference.

3.3 Force Majeure.

The time period(s) specified in the Schedule of Performance for performance of the Services rendered pursuant to this Agreement may be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of Consultant. Such unforeseeable consequences include, but are not restricted to, acts of God or public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including City, if Consultant shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the Services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified, subject to the provisions of Section 1.8. The Contract Officer's determination (or the City Council's determination, in the event the period of enforced delay exceeds the period specified in Section 1.8) shall be final and conclusive upon the Parties to this Agreement. In no event shall Consultant be entitled to recover damages against City for any delay in the performance of this Agreement, however caused; Consultant's sole remedy shall be the extension of the Agreement pursuant to this Section.

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3.4 Term.

The Term of this Agreement shall be from the Effective Date through October 3, 2022, 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.

ARTICLE 4. INSURANCE AND INDEMNIFICATION

4.1 Minimum Scope and Limits of Insurance.

Consultant shall procure and at all times during the term of this Agreement carry, maintain, and keep in full force and effect, insurance as follows:

A. Commercial General Liability Insurance with a minimum limit of $1,000,000.00 per occurrence for bodily injury, personal injury and property damage and a general aggregate limit of $2,000,000.00 per project or location. If Consultant is a limited liability company, the commercial general liability coverage shall be amended so that Consultant and its managers, members, affiliates, employees, agents and other persons necessary or incidental to its operation are insureds.

B. Automobile Liability Insurance for any owned, non-owned or hired vehicle used in connection with the performance of this Agreement with a combined single limit of $1,000,000.00 per accident for bodily injury and property damage. If Consultant does not use any owned, non-owned or hired vehicles in the performance of Services under this Agreement, Consultant shall obtain a non-owned auto endorsement to the Commercial General Liability policy.

C. Workers' Compensation Insurance as required by the State of California and Employer's Liability Insurance with a minimum limit of $1,000,000.00 per accident for bodily injury or disease. If Consultant has no employees while performing Services under this Agreement, workers' compensation policy is not required; however, Consultant shall execute a declaration that it has no employees.

D. Professional Liability/Errors and Omissions Insurance with minimum limits of $1,000,000.00 per claim and in the aggregate.

4.2 Acceptability of Insurers.

The insurance policies required under this Article shall be issued by an insurer admitted to write insurance in the State of California with a rating of A:VII or better in the latest

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edition of the A.M. Best Insurance Rating Guide. Self-insurance shall not be considered to comply with the insurance requirements under this Article.

4.3 Additional Insured.

The commercial general and automobile liability policies shall contain an endorsement naming City, its officers, employees, agents and volunteers as additional insureds.

4.4 Primary and Non-Contributing.

The insurance policies required under this Article shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance available to City. Any insurance or self-insurance maintained by City, its officers, employees, agents or volunteers, shall be in excess of Consultant's insurance and shall not contribute with it.

4.5 Consultant's Waiver of Subrogation.

The insurance policies required under this Article shall not prohibit Consultant and Consultant's employees, agents or sub-contractors from waiving the right of subrogation prior to a loss. Consultant hereby waives all rights of subrogation against City.

4.6 Deductibles and Self-Insured Retentions.

Any deductibles or self-insured retentions must be declared to and approved by City. At City's option, Consultant shall either reduce or eliminate the deductibles or self-insured retentions with respect to City; or Consultant shall procure a bond guaranteeing payment of losses and expenses.

4.7 Cancellations or Modifications to Coverage.

Consultant shall not cancel, reduce or otherwise modify the insurance policies required by this Article during the term of this Agreement. The commercial general and automobile liability policies required under this Agreement shall be endorsed to state that should the issuing insurer cancel the policy before the expiration date, the issuing insurer will endeavor to mail 30 days' prior written notice to City. If any insurance policy required under this Article is canceled or reduced in coverage or limits, Consultant shall, within two (2) Business Days (as defined in Section 8.12) of notice from the insurer, phone, fax or notify City via certified mail, return receipt requested, of the cancellation of or changes to the policy.

4.8 City Remedy for Noncompliance.

If Consultant does not maintain the policies of insurance required under this Article in full force and effect during the term of this Agreement, or in the event any of Consultant's policies do not comply with the requirements under this Article, City may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, City may, but has no duty to, take out the necessary insurance and pay, at Consultant's expense, the premium thereon. Consultant shall promptly reimburse City for any premium paid by City, or City may withhold amounts sufficient to pay the premiums from payments due to Consultant.

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4.9 Evidence of Insurance.

Prior to the performance of Services under this Agreement, Consultant shall furnish the City Clerk with a certificate or certificates of insurance and all original endorsements evidencing and effecting the coverages required under this Article. The endorsements are subject to City's approval. Consultant may provide complete, certified copies of all required insurance policies to City. Consultant shall maintain current endorsements on file with the City Clerk. Consultant shall provide proof to the City Clerk that insurance policies expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Consultant shall furnish such proof at least two (2) weeks prior to the expiration of the coverages.

4.10 Indemnity Requirements not Limiting.

Procurement of insurance by Consultant shall not be construed as a limitation of Consultant's liability or as full performance of Consultant's duty to indemnify City under this Agreement.

4.11 Sub-contractor Insurance Requirements.

Consultant shall require each of its sub-contractors that perform Services under this Agreement to maintain insurance coverage that meets all of the requirements of this Article.

4.12 Indemnification, Hold Harmless, and Duty to Defend.

A. Indemnification of City.

1) Indemnity for Design Professional Services. To the fullest extent permitted by law, Consultant shall, at its sole cost and expense, protect, indemnify, and hold harmless City and its elected officials, officers, attorneys, agents, employees, designated volunteers, successors, assigns and those City agents serving as independent contractors in the role of City officials (collectively "Indemnitees"), from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith, and reimbursement of attorney's fees and costs of defense (collectively "Liabilities"), whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to, in whole or in part, the negligence, recklessness or willful misconduct of Consultant, its officers, agents, servants, employees, subcontractors, material men, contractors or their officers, agents, servants or employees (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of design professional services under this Agreement by a "design professional," as the term is defined under California Civil Code Section 2782.8(c).

2) Other Indemnities. Other than in the performance of design professional services, and to the fullest extent permitted by law, Consultant shall, at its sole cost and expense, defend, hold harmless and indemnify Indemnitees from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith and the payment of all consequential

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damages (collectively "Claims"), at law or in equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of Consultant, its officers, agents, servants, employees, sub-contractors, materialmen, consultants or their officers, agents, servants or employees (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of this Agreement, including the Indemnitees' active or passive negligence, except for Claims arising from the sole negligence or willful misconduct of the Indemnitees as determined by court decision or by the agreement of the Parties. Consultant shall defend the Indemnitees in any action or actions filed in connection with any Claims with counsel of the Indemnitees' choice, and shall pay all costs and expenses, including all attorneys' fees and experts' costs actually incurred in connection with such defense. Consultant shall reimburse the Indemnitees for any and all legal expenses and costs incurred by Indemnitees in connection therewith.

3) Consultant shall pay all required taxes on amounts paid to Consultant under this Agreement, and indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant shall fully comply with the workers' compensation law regarding Consultant and Consultant's employees. Consultant shall indemnify and hold City harmless from any failure of Consultant to comply with applicable workers' compensation laws. City may offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this subparagraph A.3.

4) Consultant shall obtain executed indemnity agreements with provisions identical to those in this Article from each and every sub-contractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. If Consultant fails to obtain such indemnities, Consultant shall be fully responsible and indemnify, hold harmless and defend the Indemnitees from and against any and all Liabilities and Claims, in law or in equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of Consultant's sub-contractor, its officers, agents, servants, employees, sub-contractors, materialmen, contractors or their officers, agents, servants or employees (or any entity or individual that Consultant's sub-contractor shall bear the legal liability thereof) in the performance of this Agreement, including the Indemnitees' active or passive negligence, except for Liabilities and Claims arising from the sole negligence or willful misconduct of the Indemnitees, as determined by court decision or by the agreement of the Parties.

B. Workers' Compensation Acts not Limiting. Consultant's indemnifications and obligations under this Article, or any other provision of this Agreement, shall not be limited by the provisions of any workers' compensation act or similar act. Consultant expressly waives its statutory immunity under such statutes or laws as to City, its officers, agents, employees and volunteers.

C. Insurance Requirements not Limiting. City does not, and shall not, waive any rights that it may possess against Consultant because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. The indemnities in this Article shall apply regardless of whether or not any insurance policies are determined to be applicable to the Liabilities, tax, assessment, penalty or interest asserted against City.

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D. Survival of Terms. Consultant's indemnifications and obligations under this Article shall survive the expiration or termination of this Agreement.

ARTICLE 5. RECORDS, REPORTS, AND RELEASE OF INFORMATION

5.1 Service Records.

Consultant shall keep, and require sub-contractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to City and Services performed hereunder (the "Service Records"), as shall be necessary to perform the Services required by this Agreement and enable the Contract Officer to evaluate the performance of such Services. Any and all such Service Records shall be maintained in accordance with generally accepted accounting principles and shall be complete and detailed. The Contract Officer shall have full and free access to such Service Records at all times during normal business hours of City, including the right to inspect, copy, audit and make copies and transcripts from such Service Records. Such Service Records shall be maintained for a period of three (3) years following completion of the Services hereunder, and City shall have access to such Service Records in the event any audit is required. In the event of dissolution of Consultant's business, custody of the Service Records may be given to City, and access shall be provided by Consultant's successor in interest ("Consultant's Successor"). If custody of the Service Records is given to Consultant's Successor, Consultant shall give written notice to City of the transfer of the Service Records to Consultant's Successor. The notice shall include contact information (address and telephone number) for Consultant's Successor, and access shall be provided to City by Consultant's Successor.

5.2 Reports.

Consultant shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the Services required by this Agreement as the Contract Officer shall require. Consultant hereby acknowledges that City is greatly concerned about the cost of Services to be performed pursuant to this Agreement. For this reason, Consultant agrees that if Consultant becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the Services contemplated herein, Consultant shall promptly notify the Contract Officer of that fact, circumstance, technique or event and the estimated increased or decreased cost related thereto.

5.3 Ownership of Documents.

All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials (the "Consultant Documents") prepared by Consultant, its employees, sub-contractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Contract Officer or upon the termination of this Agreement. Consultant shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership use, reuse, or assignment of the Consultant Documents hereunder. Any use, reuse or assignment of such completed Consultant Documents for other projects and/or use of uncompleted Consultant Documents without specific written authorization by Consultant will be at City's sole

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risk and without liability to Consultant, and Consultant's guarantee and warranties shall not extend to such use or assignment. Consultant may retain copies of such Consultant Documents for its own use. Consultant shall have an unrestricted right to use the concepts embodied therein. All sub-contractors shall provide for assignment to City of all Consultant Documents prepared by them; and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages resulting therefrom.

5.4 Confidentiality and Release of Information.

A. All information gained or work product produced by Consultant in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Consultant. Consultant shall not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the Contract Officer.

B. Consultant, its officers, employees, agents or sub-contractors, shall not, without prior written authorization from the Contract Officer or unless requested by the City Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the Services performed under this Agreement. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives City notice of such court order or subpoena.

C. If Consultant, or any officer, employee, agent or sub-contractor of Consultant, provides any information or work product in violation of this Agreement, then City shall have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including attorneys' fees, caused by or incurred as a result of Consultant's conduct.

D. Consultant shall promptly notify City should Consultant, its officers, employees, agents or sub-contractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any Party regarding this Agreement and the Services performed thereunder. City retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite the response.

ARTICLE 6. ENFORCEMENT OF AGREEMENT AND TERMINATION

6.1 California Law.

This Agreement, and any dispute arising from the relationship between the Parties to this Agreement, shall be interpreted, construed and governed both as to validity and to performance of the Parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Riverside, State of California, or any other appropriate court in such county, and Consultant covenants and agrees to submit to the personal jurisdiction of such

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court in the event of such action. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in Riverside.

6.2 Disputes; Default.

A. In the event that City determines Consultant is in default under the terms of this Agreement, City shall have no obligation or duty to continue compensating Consultant for any Services performed after the date of default. In addition to the provisions of Section 4.8, and the right to terminate pursuant to Section 6.7, if the City Manager determines that Consultant is in default in the performance of any of the terms or conditions of this Agreement, City may serve Consultant with written notice of the default. Consultant shall have ten (10) calendar days after service upon it of the notice in which to cure the default by rendering a satisfactory performance. In the event that Consultant fails to cure its default within such period of time, City may, notwithstanding any other provision of this Agreement, terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

B. In the event of termination pursuant to this Section, City may take over the Services and prosecute the same to completion by contract or otherwise, and Consultant shall be liable to the extent that the total cost for completion of the Services required hereunder exceeds the compensation herein stipulated (provided that City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to Consultant for the purpose of set-off or partial payment of the amounts owed City as provided in Section 6.3.

6.3 Retention of Funds.

Consultant hereby authorizes City to deduct from any amount payable to Consultant (whether or not arising out of this Agreement): (i) any payment amount of which may be in dispute hereunder or which is necessary to compensate City for any losses, costs, liabilities, or damages suffered by City, (ii) all amounts retained pursuant to the provisions of Section 4.8, (iii) all amounts for which City may be liable to third parties, by reason of Consultant's acts or omissions in performing or failing to perform Consultant's obligation under this Agreement, and (iv) all payments due or that become due to Consultant during the period that Consultant or any of its sub-contractors fail to maintain any required insurance in full force and effect, until notice is received by City that the required insurance has been restored to full force and effect and that the premiums therefore have been paid for a period satisfactory to City, as provided in Section 4.9, above. In the event that any claim is made by a third party, the amount or validity of which is disputed by Consultant, or any indebtedness shall exist which shall appear to be the basis for a claim of lien, City may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of City to exercise such right to deduct or to withhold shall not, however, affect the obligations of Consultant to insure, indemnify, and protect City as elsewhere provided herein.

6.4 Waiver.

Waiver by any Party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any

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Party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any Services by Consultant shall not constitute a waiver of any of the provisions of this Agreement. No delay or omission in the exercise of any right or remedy by a non-defaulting Party on any default shall impair such right or remedy or be construed as a waiver. Any waiver by either Party of any default must be in writing, and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

6.5 Rights and Remedies are Cumulative.

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the Parties are cumulative and the exercise by either Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other Party.

6.6 Legal Action.

In addition to any other rights or remedies, either Party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement. Notwithstanding any contrary provision herein, Consultant must file a statutory claim pursuant to Government Code Sections 905 et seq. and 910 et seq., in order to pursue a legal action against City under this Agreement.

6.7 Termination Prior to Expiration of Term.

This Article 6 shall govern any termination of this Agreement except as specifically provided in Section 6.2 for termination for default of Consultant. City reserves the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days' written notice to Consultant, except that where termination is due to the fault of Consultant, the period of notice may be a shorter time as may be determined by the Contract Officer. In addition, Consultant reserves the right to terminate this Agreement at any time, with or without cause, upon sixty (60) days' written notice to City, except that where termination is due to the fault of City, the period of notice may be a shorter time as Consultant may determine. Upon receipt of any notice of termination, Consultant shall immediately cease all Services hereunder except such as may be specifically approved by the Contract Officer. Except where Consultant has initiated termination, Consultant shall be entitled to compensation for all Services rendered prior to the effective date of the notice of termination and for any Services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer, except as provided in Section 6.3. In the event Consultant has initiated termination, Consultant shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder. In the event of termination without cause pursuant to this Section, the terminating Party need not provide the non-terminating Party with the opportunity to cure pursuant to Section 6.2.

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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

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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: Patrick Safari
Associate Engineer
City of Banning
99 East Ramsey Street
Banning, California 90220
Email: psafari@banningca.gov

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With a courtesy copy to:	Kevin G. Ennis, City Attorney Richards, Watson & Gershon 355 South Grand Avenue, 40th Floor Los Angeles, California 90071 Email: kennis@rwglaw.com
If to Consultant:	Dilesh Sheth Vice President Albert A. Webb Associates 3788 McCray Street Riverside, CA 92506 Email: dilesh.sheth@webbassociates.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]

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IN WITNESS WHEREOF the Parties hereto have executed this Agreement the day and year first hereinabove written.

CITY OF BANNING

DocuSigned by:
Doug Schulze 6/23/2020
0AD14BA217CE497...

Douglas Schulze, Date
City Manager

ATTEST:

DocuSigned by:
Sonja De La Fuente 6/23/2020
9C9C3E6DD5AB49B...

Sonja De La Fuente Date
Deputy City Clerk

APPROVED AS TO FORM:
Richards, Watson & Gershon

DocuSigned by:
Kevin Ennis 6/23/2020
940BF72E9643480...

Kevin G. Ennis, Esq., Date
City Attorney

CONSULTANT

DocuSigned by:
Dilesh Sheth 6/23/2020
BE3BB4E56D148B...

NAME: Dilesh Sheth Date
TITLE: Vice President

NAME: Date
TITLE:

95-1723730
Tax ID No.

Address:
3788 McCray Street, Riverside, Ca 92506

City Council Approval: 04/14/2020

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 design of Sun Lakes Boulevard extension prepared in connection therewith:

I. As part of the Services, Consultant will prepare and deliver the following tangible work products to City:

A. Consultant shall provide services necessary to provide a complete (construction ready) project.

Task 1. Project Management

The consultant shall attend regular status meetings with the City throughout the duration of the project as well as prepare monthly progress reports. The consultant shall develop and maintain a detailed work program and schedule the development of a project specific Work Plan. The Work Plan will include, at a minimum, details of methodology, sequence of tasks, lists of deliverables, milestone submittal schedule, summary of organizational responsibilities and contacts, as well as reporting and invoicing procedures. The consultant will meet face to face with the Project Design Team (PDT) monthly. The consultant will be responsible to facilitate other meetings as necessary with City Departments and other key stakeholders, creating meeting agendas with input from the City and prepare and distribute meeting minutes.

Deliverables: Work Plan, Monthly Progress Reports, Meeting Agendas and Meeting Minutes.

Task 2. Project Development

2.1 Data Collection and Site Reconnaissance

Consultant shall collect and review available existing reports, data, as-built plans, and information relevant to the project from the City, County and any other agency necessary to complete the work, including assessor's information and any utilities that exist in the area. Consultant shall conduct a field investigation to familiarize the project team with the drainage conditions, flow patterns, existing design constraints and existing/ongoing improvements in the project area.

Deliverables: Field Review Notes, Photo Logs, Copies of Existing Data

2.2 Survey and Aerial Topographic Mapping

Consultant shall research available record information pertaining to the project including: Tract Maps, Records of Survey, Parcel Maps and Right-of-Way Maps.

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Consultant shall provide topographical mapping at 1-foot contour intervals and field surveying to identify existing topographical features. Tie out any and all survey monuments that may be disturbed by the work. Establish street centerline and centerline stationing to an accuracy of one-tenth foot (0.10'). Establish temporary benchmarks required for the work and provide all elevations, dimensions and other measurements necessary to establish proper line and grade.

Deliverables: AutoCAD drawing file of the survey points

2.3 Utility Research and Base Mapping

Consultant shall act on behalf of the City of Banning and contact all utility purveyors to determine if existing facilities are present in the area. Utility data shall be base mapped and include appropriate identification by their respective owner, location and size.

2.4 Public Outreach

Due to the number of residences and existing developments located adjacent to the project site, the Consultant shall include the necessary public outreach. At a minimum, this shall be conducted in an "Open house" fashion to give the adjacent neighbors a chance to learn about the project and note any potential concerns.

Deliverables: Letters to Utility Owners, Utility As-Built Maps, Utility Base Map

Task 3. Preliminary Engineering Design

3.1 Roadway Geometric Approval Drawings (GAD's)

Consultant shall analyze and prepare a proposed alignment consistent with the existing right-of-way and in accordance with the Caltrans Highway Design Manual for geometric features. It is anticipated that right-of-way will not be required as a part of this project; however, construction easements, slope easements, etc. may still be required. The GAD shall include typical cross sections as well as the identification of existing rights-of-way and property lines to determine any need for right-of-way or easements.

Deliverables: Geometric Approval Drawings (30% Complete Plans),

Preliminary Cost Estimate, Preliminary Right-of-Way Requirements Map

3.2 Preliminary Roadway Drainage Plans

Consultant shall prepare drainage design for the proposed improvements in accordance with the Riverside County Flood Control and Water Conservation District (RCFC&WCD) design standards. The consultant shall review any available hydrology reports and prepare necessary analysis in accordance with RCFC&WCD

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as well as City requirements to determine the amount of drainage tributary to the project area and to review the capacity of existing drainage facilities. Consultant shall review public agency's available hydrology/hydraulic and storm drain plan records for existing drainage facilities within and adjacent to the project site. Existing drainage patterns and runoff tributary areas to the site shall be determined. Consultant shall perform necessary analysis to determine hydraulic function and size of necessary facilities.

Deliverables: Drainage Design Report, 30% Drainage Plans (shown on the GAD)

Task 4. Environmental Documentation

Consultant shall identify environmental impacts under California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA) if necessary. Environmental services shall include identification and preparation of an Initial Study Assessment, technical studies and environmental document for City review and approval as necessary for CEQA clearance. The City currently anticipates an IS/MND as the appropriate CEQA document for the project. The Consultant shall evaluate the City's recommendation and determine if the IS/MND is the appropriate document for this project. Based on this assumption, the proposal should include timing and cost breakdowns for the initial assessment, as well as costs associated with potential focused surveys. At a minimum, the consultant shall address:

4.1 Traffic Impact Analysis

Consultant shall prepare a TIA for the proposed improvements for CEQA documentation. The study will address the changes in traffic volumes and patterns in the immediate vicinity. At a minimum, the study shall look at adjacent intersections to determine if traffic controls (stop control, traffic signals, etc.) are required. The consultant shall assume that Vehicle Miles Traveled (VMT) analysis will be required in conformance with SB 743.

4.2 Air Quality and Greenhouse Gas

These studies will be used in the CEQA review. The studies should include a written report (with photos of the site) discussing air quality and greenhouse gas impacts.

4.3 Biological Study

Based on the recent Negative Declaration for the modification to the City's General Plan Circulation Element, at a minimum this shall include a burrowing owl survey and Los Angeles Pocket Mouse Survey. An MSHCP consistency analysis will need to be completed as a part of this study. The necessary habitat assessments shall include written reports (with photos of the site) indicating whether or not the site contains suitable habitat.

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4.4 Cultural Study and Paleontological Resources Report

The Cultural Study and Paleontological Resources Report should include a written report following the guidelines for Archaeological Resource Management Reports prepared by the California Office of Historical Preservation, Preservation Planning Bulletin 4(a), December 1989. AB52 compliance shall also be included in the scope of services.

4.5 Noise Study

The Noise Study shall include a written report (with photos of the site) identifying short- and long-term noise impacts, and any mitigation measures required to reduce these impacts to less than significant. Deliverables: CEQA IS/MND, Responses to Comments, Copies of Studies, Correspondence.

Task 5. Final Design Reports and Studies

Consultant shall provide final Design Reports and Studies necessary to complete the project. The following recommendations may be necessary:

5.1 Utility Coordination

Review and verification of facilities that may be in conflict based on results of potholing; relocation of any existing utilities determined to be in conflict; liability for all utility conflicts; agreements as necessary; issuance of notices to relocate as necessary.

5.2 Geotechnical Design Report

Structural conditions and recommendations that may include over excavation and recompaction areas or surcharges; all necessary analysis for proper design of the project objectives, R-values of subgrade material and the structural section of the roadway using the latest traffic index.

5.3 Supplemental Design Surveys

Provide potholing map as necessary for utility surveying in the field; establish potholing location and record elevations of any utilities located.

5.4 Storm Water Pollution Prevention Plan (SWPPP)

In compliance with National Pollution Discharge Elimination system (NPDES) requirements as well as Construction General Permits; address project's risk level; provide Notice of Intent (NOI) and assist with uploading NOI & SWPPP into the "SMARTs" system.

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Deliverables: Utility Correspondences (i.e. Relocation Claim Letters, Agreements, Notice to Relocate, etc.), Final Studies/Reports.

Task 6. Final Design Plans, Specifications and Estimates

Consultant shall prepare a complete set of improvement plans compatible with AutoCAD 2019. PS&E submittals will be required at the 60%, 90% and 100% design intervals. The plans shall include a cover sheet with all sheets using the City title block and prepared in accordance with the regulations and standards of the City of Banning. At a minimum, the plans shall include the following new, modification or relocation of existing improvements:

· Street Improvements
· Grading
· Easement Documents
· Sidewalk, Curb & Gutter
· Retaining Walls and/or Structures
· Storm Drain
· Landscape & Irrigation
· Signing & Striping
· Erosion Control and Storm Water Pollution Prevention Plan (if necessary)
· Construction Options, Phasing and Detour Plans
· Street Lighting, Traffic Signals and Modifications
· Utilities
· Intersecting Street Designs
· Driveway Approaches
· Record of Existing Survey Monuments
· Other Related Work

Consultant shall address all plan check comments, to the satisfaction of the City Engineer. Final Plans shall be submitted on 24" X 36" mylars

Deliverables: 60%, 90%, 100% PS&E Submittals, Final PS&E, Electronic Versions of each Submittal.

Task 7. Permitting

Consultant shall investigate and process all required permits if necessary, including, but not limited to the following: Riverside County Flood Control & Water Conservation District, National Pollution Discharge Elimination System, U.S. Army Corps of Engineers, California Department of Fish and Wildlife, State of California Water Resources Control Board, and Regional Conservation Authority.

Deliverables: Correspondence with Various Agencies, Permit Applications and Final Permits

Task 8. Bidding/Construction Support

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Consultant shall be available during the advertisement and construction of the project to answer RFI's as well as prepare necessary addenda. The consultant shall plan to attend, at a minimum, the following meetings: pre-bid meeting and pre-construction meeting. The Consultant shall review shop drawings and submittals from the contractor for conformance with the contract plans and specifications, and make recommendations for acceptance, denial or re-submittal within reasonable time of receipt. Upon written authorization from the City, consultant shall provide engineering design services for revisions to construction documents resulting from changed or unforeseen conditions, or other change order work required due to actions of the City. The Consultant shall assume a minimum of eight (8) site visits during construction as requested by the City. Upon completion of the project, the consultant shall use information based on redlined information provided by the contractor and the City to prepare as-built plans. As-built plans shall be submitted to the City within one (1) month of receipt of as-built plans.

Deliverables: Meeting Attendance, Response to Bidder's/Contractor's RFIs, Design Addenda, Submittal Reviews, As-Built Plans

II. 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 or teleconference.

B. Email updates/questions to applicant team and City while reviews are underway.

C. Conference calls.

III. All work product is subject to review and acceptance by City, and must be revised by Consultant without additional charge to City until found satisfactory and accepted by City.

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EXHIBIT "B"
SPECIAL REQUIREMENTS

TERMS FOR COMPLIANCE WITH CALIFORNIA LABOR LAW REQUIREMENTS

1. This Agreement calls for services that, in whole or in part, constitute "public works" as defined in Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code ("Chapter 1"). Further, Consultant acknowledges that this Agreement is subject to (a) Chapter 1 and (b) the rules and regulations established by the Department of Industrial Relations ("DIR") implementing such statutes. Therefore, as to those Services that are "public works," Consultant shall comply with and be bound by all the terms, rules and regulations described in 1(a) and 1(b) as though set forth in full herein.

2. California law requires the inclusion of specific Labor Code provisions in certain contracts. The inclusion of such specific provisions below, whether or not required by California law, does not alter the meaning or scope of Section 1 above.

3. Consultant shall be registered with the Department of Industrial Relations in accordance with California Labor Code Section 1725.5, and has provided proof of registration to City prior to the Effective Date of this Agreement. Consultant shall not perform work with any subcontractor that is not registered with DIR pursuant to Section 1725.5. Consultant and subcontractors shall maintain their registration with the DIR in effect throughout the duration of this Agreement. If the Consultant or any subcontractor ceases to be registered with DIR at any time during the duration of the project, Consultant shall immediately notify City.

4. Pursuant to Labor Code Section 1771.4, Consultant's Services are subject to compliance monitoring and enforcement by DIR. Consultant shall post job site notices, as prescribed by DIR regulations.

5. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Agreement are on file at City Hall and will be made available to any interested party on request. Consultant acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and Consultant shall post such rates at each job site covered by this Agreement.

6. Consultant shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The Consultant shall, as a penalty to City, forfeit $200.00 for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any public work done pursuant to this Agreement by Consultant or by any subcontractor.

7. Consultant shall comply with and be bound by the provisions of Labor Code Section 1776, which requires Consultant and each subcontractor to: keep accurate payroll records and verify such records in writing under penalty of perjury, as specified in Section 1776; certify and make such payroll records available for inspection as provided by Section 1776; and inform City of the location of the records.

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8. Consultant shall comply with and be bound by the provisions of Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Administrative Code Title 8, Section 200 et seq. concerning the employment of apprentices on public works projects. Consultant shall be responsible for compliance with these aforementioned Sections for all apprenticeable occupations. Prior to commencing work under this Agreement, Consultant shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within 60 days after concluding work pursuant to this Agreement, Consultant and each of its subcontractors shall submit to City a verified statement of the journeyman and apprentice hours performed under this Agreement.

9. The Consultant shall not perform Work with any Subcontractor that has been debarred or suspended pursuant to California Labor Code Section 1777.1 or any other federal or state law providing for the debarment of contractors from public works. The Consultant and Subcontractors shall not be debarred or suspended throughout the duration of this Agreement pursuant to Labor Code Section 1777.1 or any other federal or state law providing for the debarment of contractors from public works. If the Consultant or any subcontractor becomes debarred or suspended during the duration of the project, the Consultant shall immediately notify City.

10. Consultant acknowledges that eight hours labor constitutes a legal day's work. Consultant shall comply with and be bound by Labor Code Section 1810. Consultant shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. The Consultant shall, as a penalty to City, forfeit $25.00 for each worker employed in the performance of this Agreement by the Consultant or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code section 1815, work performed by employees of Consultant in excess of eight hours per day, and 40 hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of eight hours per day at not less than one and one-half times the basic rate of pay.

11. California Labor Code Sections 1860 and 3700 provide that every employer will be required to secure the payment of compensation to its employees. In accordance with the provisions of California Labor Code Section 1861, Consultant hereby certifies as follows:

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

Date 6/23/2020 **Signature** DocuSigned by: Dilesh Sheth BE3BB4E55DC146F...

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12. For every subcontractor who will perform work on the project, Consultant shall be responsible for such subcontractor's compliance with Chapter 1 and Labor Code Sections 1860 and 3700, and Consultant shall include in the written contract between it and each subcontractor a copy of those statutory provisions and a requirement that each subcontractor shall comply with those statutory provisions. Consultant shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractor's compliance, including, without limitation, conducting a periodic review of the certified payroll records of the subcontractor and upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages. Consultant shall diligently take corrective action to halt or rectify any failure.

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EXHIBIT "C"
SCHEDULE OF COMPENSATION

I. Consultant shall perform the following tasks ("Tasks") at the following rates.

TASK	DESCRIPTION	SUB-BUDGET
1.	Project Management	$19,970
2.	Project Development	$26,206
3.	Preliminary Engineering Design	$76,154
4.	Environmental Documentation	$159,470
5.	Final Design Report and Studies	$67,250
6.	Final Design, Specifications and Estimates	$183,236
7.	Permitting	$11,130
8.	Bidding/Construction Support	$5,000
	TOTAL	**$548,416.05**

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 $548,416.05 as provided in Section 2.1 of this Agreement.

V. Consultant's billing rates for all personnel are attached as Exhibit C-1.

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EXHIBIT "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

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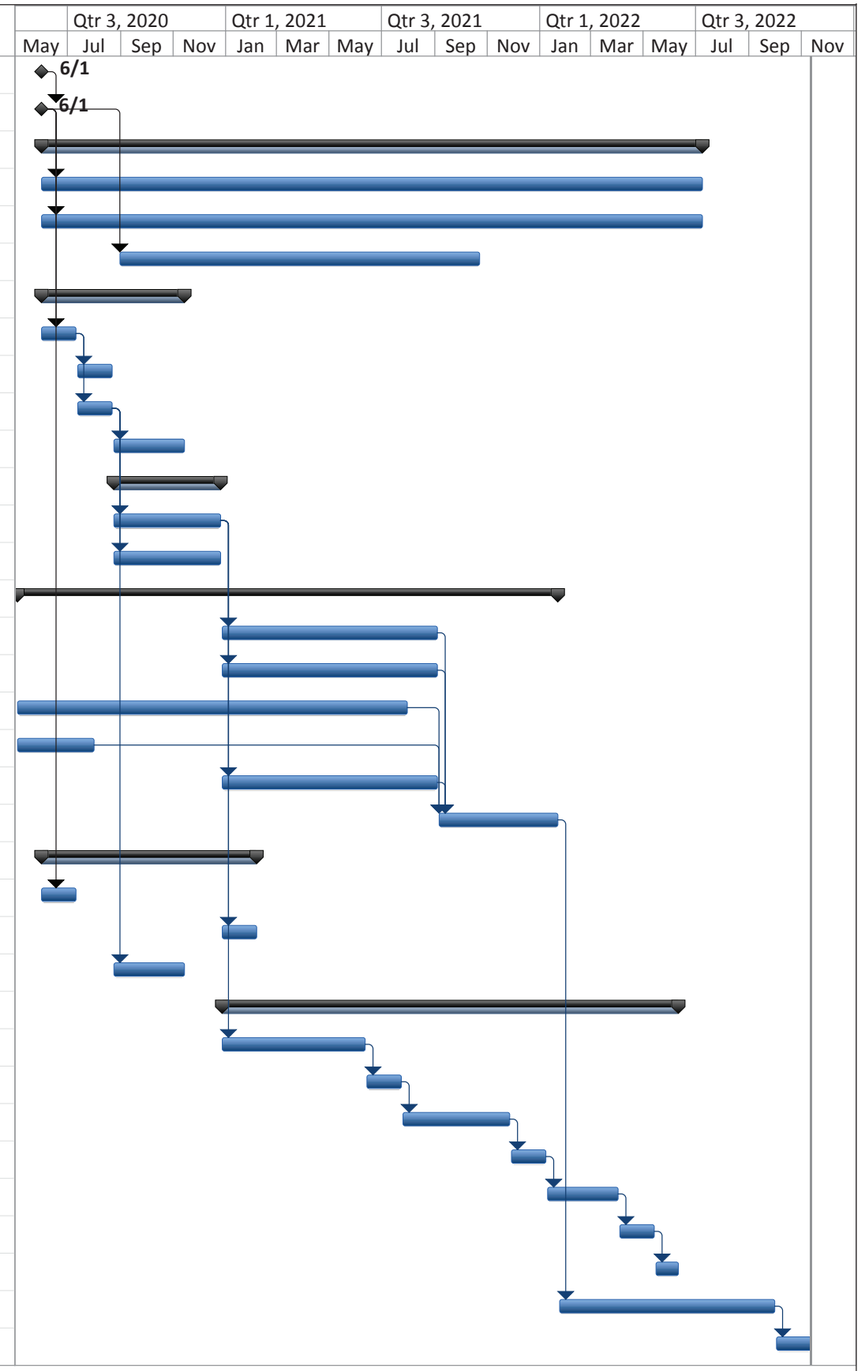
Section D. Project Schedule

ID	Task Name	Duration	Start	Finish	Predecessors
1	Contract Award	0 days	Mon 6/1/20	Mon 6/1/20	
2	Project Kick-Off Meeting	0 days	Mon 6/1/20	Mon 6/1/20	1
3	**Task 1 - Project Management**	**550 days**	**Mon 6/1/20**	**Fri 7/8/22**	
4	1.1 - Coordination and Meetings (Prepare Agendas and Minutes)	550 days	Mon 6/1/20	Fri 7/8/22	**2**
5	1.2 - Prepare Monthly Progress Reports and Work Plans	550 days	Mon 6/1/20	Fri 7/8/22	**2**
6	1.3 - Coordination with Stakeholders and Agencies	300 days	Mon 8/31/20	Fri 10/22/21	2
7	**Task 2 - Project Development**	**120 days**	**Mon 6/1/20**	**Fri 11/13/20**	
8	2.1 - Data Collection and Site Reconnaissance	30 days	Mon 6/1/20	Fri 7/10/20	2
9	2.2 - Survey and Aerial Topographic Mapping	30 days	Mon 7/13/20	Fri 8/21/20	8
10	2.3 - Utility Research and Base Mapping	30 days	Mon 7/13/20	Fri 8/21/20	8
11	2.4 - Public Outreach	60 days	Mon 8/24/20	Fri 11/13/20	10
12	**Task 3 - Prelinimary Engineering Design**	**90 days**	**Mon 8/24/20**	**Fri 12/25/20**	
13	3.1 - Roadway Geometric Approval Drawing (GAD)	90 days	Mon 8/24/20	Fri 12/25/20	10
14	3.2 - Preliminary Roadway Drainage Plans	90 days	Mon 8/24/20	Fri 12/25/20	10
15	**Task 4 - Environmental Documentation**	**450 days**	**Mon 5/4/20**	**Fri 1/21/22**	
16	4.1 - Traffic Impact Analysis	180 days	Mon 12/28/20	Fri 9/3/21	13
17	4.2 - Air Quality and Greenhouse Gas	180 days	Mon 12/28/20	Fri 9/3/21	13
18	4.3 - Biological Study	325 days	Mon 5/4/20	Fri 7/30/21	
19	4.4 - Cultural Study and Paleontological Report	65 days	Mon 5/4/20	Fri 7/31/20	
20	4.5 - Noise Study	180 days	Mon 12/28/20	Fri 9/3/21	13
21	4.6 - CEQA Documentation	100 days	Mon 9/6/21	Fri 1/21/22	16,17,18,19,20
22	**Task 5 - Final Design Reports and Studies**	**180 days**	**Mon 6/1/20**	**Fri 2/5/21**	
23	5.1 - Utility Coordination	30 days	Mon 6/1/20	Fri 7/10/20	2
24	5.2 - Supplemental Design Survey	30 days	Mon 12/28/20	Fri 2/5/21	13
25	5.3 - Storm Water Pollution Prevention Plan (SWPPP)	60 days	Mon 8/24/20	Fri 11/13/20	10
26	**Task 6 - Final Design Plans, Specifications and Estimate**	**380 days**	**Mon 12/28/20**	**Fri 6/10/22**	
27	Preparation of 60% Plans	120 days	Mon 12/28/20	Fri 6/11/21	13
28	City Review of 60% Plans	30 days	Mon 6/14/21	Fri 7/23/21	27
29	Preparation of 90% PS&E	90 days	Mon 7/26/21	Fri 11/26/21	28
30	City Review of 90% PS&E	30 days	Mon 11/29/21	Fri 1/7/22	29
31	Preparation of 100% PS&E	60 days	Mon 1/10/22	Fri 4/1/22	30
32	City Review of 100% PS&E	30 days	Mon 4/4/22	Fri 5/13/22	31
33	Approval of PS&E Package	20 days	Mon 5/16/22	Fri 6/10/22	32
34	**Task 7 - Regulatory Permitting**	180 days	Mon 1/24/22	Fri 9/30/22	21
35	**Task 8 - Bidding / Construction Support**	30 days	Mon 10/3/22	Fri 11/11/22	34



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AMENDMENT NO. 1 TO PROFESSIONAL SERVICES AGREEMENT (C00660) FOR THE DESIGN OF SUN LAKES BOULEVARD EXTENSION BY AND BETWEEN THE CITY OF BANNING AND ALBERT A. WEBB ASSOCIATES

THIS AMENDMENT NO. 1 TO THE AGREEMENT FOR PROFESSIONAL DESIGN SERVICES ("Amendment No. 1") by and between the **CITY OF BANNING** ("City") and **ALBERT A. WEBB ASSOCIATES**, a California Corporation ("Consultant") is effective as of this day: November 8, 2022.

RECITALS

A. City and Consultant entered into that certain Agreement for Professional Design Services dated June 23, 2020 ("Agreement") whereby Consultant agreed to provide Design Services for the Design of Sun Lakes Boulevard Extension following a Request for Proposals for an amount not to exceed Five-Hundred Forty-Eight Thousand Four Hundred Sixteen Dollars and Five Cents ($548,416.05). The agreement included a 10% Contingency of Fifty Four Thousand Eight Hundred Forty One Dollars and Sixty One Cents ($54,841.61) for a total contract amount of Six Hundred Three Thousand Seven Hundred Twenty Five Dollars and Sixty Six Cents ($603,725.66) The Term of the Agreement was to commence on June 23, 2020, and continue in full force and effect until October 3, 2022.

B. On February 11, 2022, Public Works Department approved a change order to the Professional Services Agreement with Albert A. Webb Associates, Inc. for out-of-scope work including coordination with Western Riverside County Regional Conservation Authority (RCA) in the amount of $24,983.25, leaving a contingency balance of $29,858.36.

C. On March 21, 2022, Public Works Department approved a change order to the Professional Services Agreement with Albert A. Webb Associates, Inc. for the preparation of a sediment transport analysis (out of scope) in the amount of $5,974.88, leaving a contingency balance of $23,883.48.

D. On August 23,2022 City Council adopted City Council Resolution 2022-106 which authorized the increase in compensation for services provided under the Agreement by One Hundred Twenty-Nine Thousand Four Hundred Dollars ($129,400).

E. On October 11, 2022, City Council Adopted City Council Resolution 2022-139 to rescind Resolution 2022-106 and amend the Agreement to include additional compensation in the amount of One Hundred Forty-Eight Thousand Two Hundred Twenty-Two Dollars ($148,222.00) for a new contract total of Seven Hundred Fifty-One Thousand Nine Hundred Forty-Seven Dollars and Sixty-Six Cents ($751,947.66) and to extend the term of the Agreement through June 30, 2024.

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TERMS

1. **Contract Changes**. The Agreement is amended as provided herein.

(a) Section 2.1 – "Contract Sum" of the Agreement is amended to provide that Consultant's total compensation shall not to exceed Seven Hundred Fifty-One Thousand Nine Hundred Forty-Seven Dollars and Sixty Six Cents ($751,947.66).

(b) Section 3.4 – "Term" of the Agreement is hereby amended to extend the Agreement term to June 30, 2024.

2. **Continuing 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 this Amendment No. 1 to the Professional Services Agreement.

3. **Affirmation of Agreement; Warranty Re Absence of Defaults**. City and Consultant each ratify and reaffirm each and every one of the respective rights and obligations arising under the Agreement. Each party represents and warrants to the other that there have been no written or oral modifications to the Agreement other than as provided herein. Each party represents and warrants to the other that the Agreement is currently an effective, valid and binding obligation.

Consultant represents and warrants to City that, as of the date of this Amendment No. 1, City is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

City represents and warrants to Consultant that, as of the date of this Amendment No. 1, Consultant is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

4. **Adequate Consideration**. The parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment No. 1.

5. **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 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.

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IN WITNESS WHEREOF the Parties hereto have executed this Amendment No. 1 to the Agreement the day and year first hereinabove written.

CITY OF BANNING

DocuSigned by:
Doug Schulze 11/7/2022
0AD14BA217CE497...

Douglas Schulze, Date
City Manager

ATTEST:

DocuSigned by:
11/8/2022
72C57B436CA24C7...

Caroline Patton Date
Deputy City Clerk

APPROVED AS TO FORM:
Richards, Watson & Gershon

DocuSigned by:
Serita Young 11/4/2022
F3821C827AF84EF...

Serita R. Young Date
City Attorney

CONSULTANT

DocuSigned by:
Dilesh Sheth, PE, TE 10/19/2022
BE3BB4E55DC146F...

Dilesh Sheth Date
Vice President

NAME: Date
TITLE:

95-1723730
Tax ID No.

Address:
3788 McCray Street
Riverside, CA 92506

City Council Approval: October 11, 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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RESOLUTION 2022-139

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, APPROVING AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT WITH ALBERT A. WEBB ASSOCIATES, INC. FOR AN ADDITIONAL AMOUNT OF $148,222 FOR THE DESIGN OF SUN LAKES BOULEVARD EXTENSION; EXTENDING THE TERM OF AGREEMENT TO JUNE 30, 2024; AND RESCINDING RESOLUTION 2022-106

WHEREAS, on April 14, 2020, under Resolution No. 2020-48, the City Council approved the Professional Services Agreement with Albert A. Webb Associates, Inc. for the design of Sun Lakes Boulevard Extension in the amount of $548,416.05, and a 10% contingency for a total of $603,725.66; and

WHEREAS, on July 14, 2020, City Council adopted Resolution No. 2020-97, authorizing the City Manager to execute a Transportation Uniform Mitigation Fee (TUMF) Reimbursement Agreement with Western Riverside Council of Government (WRCOG) for up to $1,000,000 in TUMF funds for the Sun Lakes Boulevard Extension project; and

WHEREAS, on February 11, 2022, Public Works Department approved a change order to the Professional Services Agreement with Albert A. Webb Associates, Inc. for out-of-scope work including coordination with Western Riverside County Regional Conservation Authority RCA in the amount of $24, 9873.25, paid from contingency funds; and

WHEREAS, on March 21, 2022, Public Works Department approved a change order to the Professional Services Agreement with Albert A. Webb Associates, Inc. for the preparation of sediment transport in the amount of $5,974.88, paid from contingency funds; and

WHEREAS, on May 12, 2022, Public Works Department approved a change order to the Professional Services Agreement with Albert A. Webb Associates, Inc. for additional out of scope work such as storm drain system design, environmental coordination with Wildlife Agencies and Western Riverside County Regional Conservation Authority (RCA), supplemental environmental documentation and jurisdictional delineation and permitting in the amount of $148,222; and

WHEREAS, Amendment No.1 will amend the purchase order by adding an additional $148,222; and

WHEREAS, Amendment No. 1 will also extend the term of the Agreement to June 30, 2024; and

WHEREAS, an appropriation from the Measure A Fund in the amount of $148,222 to Account No. 101-4900-431.93-16 is necessary to cover the change orders; and

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WHEREAS, the project, including Amendment No. 1 is fully funded by the TUMF program up to $1,000,000.

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

SECTION 1. City Council hereby approves Amendment No. 1 to the Professional Services Agreement with Albert A. Webb Associates, Inc. for an additional $148,222 for the Design of Sun Lakes Boulevard Extension and extend the term of the agreement to June 30, 2024.

SECTION 2. The City Manager or designee is authorized to make necessary budget adjustments, appropriations and transfers related to the Professional Services Agreement Amendment No. 1 with Albert A. Webb Associates, Inc.

SECTION 3. The City Manager or designee is authorized to execute Amendment No. 1 to the Professional Services Agreement with Albert A. Webb Associates, Inc.

PASSED, APPROVED AND ADOPTED this 11th day of October 2022.

Colleen Wallace, Mayor
City of Banning

ATTEST:

Caroline Patton, Deputy City Clerk
City of Banning

APPROVED AS TO FORM AND LEGAL CONTENT:

Serita Young, City Attorney
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 2022-139, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 11th day of October 2022 by the following vote, to wit:

AYES: Happe, Minjares, Sanchez, and Wallace.

NOES:

ABSENT:

ABSTAIN:

Caroline Patton, Deputy City Clerk
City of Banning, California

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CITY OF BANNING
STAFF REPORT

TO: **CITY COUNCIL**

FROM: **Douglas Schulze, City Manager**

PREPARED BY: **Art Vela, Director of Public Works**
Patrick Safari, Associate Engineer

MEETING DATE: **October 11, 2022**

SUBJECT: **Consideration of Resolution 2022-139, Approving Amendment No. 1 to the Professional Services Agreement with Albert A. Webb Associates, Inc. for an Additional Amount of $148,222 for the Design of Sun Lakes Boulevard Extension; Extending the Term of Agreement to June 30, 2024; and Rescinding Resolution 2022-106**

RECOMMENDATION:

City Council adopt Resolution 2022-139:

1. Approving Amendment No. 1 to the Professional Services Agreement with Albert A. Webb Associates, Inc. for an additional amount of $148,222 for the Design of Sun Lakes Boulevard Extension and extend the term of the agreement to June 30, 2024.
2. Authorizing the City Manager or his designee to make necessary budget adjustments, appropriations and transfers related to the Professional Services Agreement Amendment No. 1 with Albert A. Webb Associates, Inc.
3. Authorizing the City Manager to execute Amendment No. 1 to the Professional Services Agreement with Albert A. Webb Associates, Inc.
4. Rescinding Resolution 2022-106.

BACKGROUND:

On April 14, 2020, under Resolution No. 2020-48, the City Council approved the Professional Services Agreement with Albert A. Webb Associates, Inc. for the design of Sun Lakes Boulevard Extension (“Project”) in the amount of $548,416.05 with a 10% contingency of $54,841.61, for a total of $603,725.66.

On July 14, 2020, City Council adopted Resolution No. 2020-97, authorizing the City Manager to execute a Transportation Uniform Mitigation Fee (TUMF) Reimbursement Agreement with Western Riverside Council of Government (WRCOG) for up to $1,000,000 in TUMF funds for the Sun Lakes Boulevard Extension project. The TUMF

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funding would fully fund the environmental documentation (CEQA) and the design of the Project.

On February 11, 2022, Public Works Department approved a change order to the Professional Services Agreement with Albert A. Webb Associates, Inc. for out-of-scope work including coordination with Western Riverside County Regional Conservation Authority (RCA) in the amount of $24,983.25, leaving a contingency balance of $29,858.36.

On March 21, 2022, Public Works Department approved a change order to the Professional Services Agreement with Albert A. Webb Associates, Inc. for the preparation of a sediment transport analysis (out of scope) in the amount of $5,974.88, leaving a contingency balance of $23,883.48.

On May 12, 2022, Public Works Department approved a change order to the Professional Services Agreement with Albert A. Webb Associates, Inc. for additional out-of-scope work such as storm drain system design, environmental coordination with Wildlife Agencies and Western Riverside County Regional Conservation Authority (RCA), supplemental environmental documentation and jurisdictional delineation and permitting in the amount of $148,222. The change order increased the contract amount to $751,947.66.

JUSTIFICATION:

Throughout the design process and coordination with the various environmental regulatory agencies, several out-of-scope tasks were identified that were needed to be completed in order to continue progress on the Project leading to the change orders described in the background section of this report.

As a result of the extra work, Amendment No.1 will also extend the term of the Agreement to June 30, 2024.

FISCAL IMPACT:

An appropriation from the Measure A Fund in the amount of $148,222 to Account No. 101-4900-431.93-16 is necessary to cover the current change order $148,222 as described above. A contingency balance will remain equal to $23,883.48.

The project is fully funded by the TUMF program up to $1,000,000, therefore the additional expenditures related to Amendment No. 1 will be fully reimbursed by the TUMF program.

ALTERNATIVES:

1. Approve Resolution 2022-139
2. Do not approve Resolution 2022-139 and provide alternative direction to staff.

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ATTACHMENTS:

1. Resolution 2022-139
   https://banningca.gov/DocumentCenter/View/11549/Att-1-Resolution-2022-139
2. Approved Resolution 2020-48
   https://banningca.gov/DocumentCenter/View/11550/Att-2-CC-Resolution-No-2020-048
3. Approved Resolution 2020-97
   https://banningca.gov/DocumentCenter/View/11551/Att-3-CC-Resolution-No-2020-097
4. Professional Services Agreement with Webb
   https://banningca.gov/DocumentCenter/View/11552/Att-4-Professional-Services-Agreement-with-Webb
5. Amendment No.1 to the Webb Agreement
   https://banningca.gov/DocumentCenter/View/11547/Att-5-Amendment-No-1
6. Change Orders
   https://banningca.gov/DocumentCenter/View/11548/Att-6--Change-Orders

Approved by:

Douglas Schulze
City Manager

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CHANGE ORDER

Change Order No. 2

Purchase Order No. 030269

Date 1/25/2022

Agreement Date 6/23/2020

Sheet 1 of 2

Owner: CITY OF BANNING

Project: **2020-04 Sun Lakes Boulevard Extension**

Contractor: Albert A. Webb and Associates

The following changes are hereby made to the Contract Documents:

JUSTIFICATIONS:

Out of scope work. Sediment Transport Study was needed to assess the potential sediment transport capacity at the proposed arched culverts crossings.

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CHANGE TO CONTRACT PRICE

Original Contract Price	$ 548,416.05 Current
Contract Price adjusted by previous Change Order(s)	$ 573,399.30
Contract Price due to this Change Order will be (increased)	$ 5,974.88
New Contract Price including this Change Order	$ 579,374.18

CHANGE TO CONTRACT TIME

Contract Time will be (increased) Date	12/31/2022
for Completion of all Work	580 (Working Days) (Date)

APPROVALS REQUIRED

To be effective, this order must be approved by the Owner, or as may otherwise be required by the Supplemental General Conditions.

Recommended by: _____ Date: 1/26/2022

Approved by: _____ Date: 1/27/22

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CHANGE ORDER

Change Order No. 1

Purchase Order No. 030269

Date 1/11/2022

Agreement Date 6/23/2020

Sheet 1 of 2

Owner: CITY OF BANNING

Project: **2020-04 Sun Lakes Boulevard Extension**

Contractor: Albert A. Webb and Associates

The following changes are hereby made to the Contract Documents:

JUSTIFICATIONS:

Out of scope work. Coordination with RCA, meetings with RCA, analysis of arched culvert design, coordination and plan revisions per Sunset Crossroads Project.

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CHANGE TO CONTRACT PRICE

Original Contract Price	$ 548,416.05 Current
Contract Price adjusted by previous Change Order(s)	$ 548,416.05
Contract Price due to this Change Order will be (increased)	$ 24,983.25
New Contract Price including this Change Order	$ 573,399.30

CHANGE TO CONTRACT TIME

Contract Time will be (increased) Date	12/31/2022
for Completion of all Work	580 (Working Days) (Date)

APPROVALS REQUIRED

To be effective, this order must be approved by the Owner, or as may otherwise be required by the Supplemental General Conditions.

Recommended by: Peter Safai Date: 1/11/2022

Approved by: Date: 1/14/22

Richards, Watson & Gershon - 2018

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RESOLUTION 2020-97

ADOPT RESOLUTION 2020-97, AUTHORIZING THE CITY MANAGER TO EXECUTE A TUMF REIMBURSEMENT AGREEMENT WITH WRCOG FOR UP TO $1,000,000 IN TUMF FUNDS FOR THE SUN LAKES BOULEVARD EXTENSION PROJECT

WHEREAS, Western Riverside Council of Government (WRCOG) has developed and administers the Transportation Uniform Mitigation Fee (TUMF) program, a regional fee program designed to provide transportation infrastructure to mitigate the impact of new growth in western Riverside County. The City of Banning is an active member in WRCOG; and

WHEREAS, as the program administrator, WRCOG allocates TUMF funds to a variety of agencies, including the Riverside County Transportation Commission (RCTC), Riverside Transit Agency (RTA), Western Riverside Regional Conservation Authority (RCA) and western Riverside cities and Riverside County areas through applicable TUMF Zones; and

WHEREAS, the City of Banning is part of the Pass Zone along with the City of Calimesa, City of Beaumont and Riverside County (District 5); and

WHEREAS, the Pass Zone Transportation Improvement Program (TIP), which included the Sun Lakes Boulevard Extension project, was approved by the WRCOG Executive Committee at its May 4, 2020 meeting; and

WHEREAS, the TUMF Reimbursement Agreement will provide up to $1,000,000 in TUMF funds in the form of a reimbursement to the City of Banning for expenditures related to the Sun Lakes Boulevard Extension project; and

WHEREAS, the WRCOG Executive Committee approved the TUMF Reimbursement Agreement at its June 1, 2020 meeting.

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

Section 1. The Banning City Council adopts Resolution 2020-97 authorizing the City Manager to execute the TUMF Reimbursement Agreement with WRCOG for up to $1,000,000 in TUMF funds for the Sun Lakes Boulevard Extension project.

Section 2. The City Manager or his designee is authorized to record the reimbursement funds and to make all necessary budget adjustments, appropriations and transfers related to the TUMF Reimbursement Agreement for the Sun Lakes Boulevard Extension project.

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PASSED, APPROVED AND ADOPTED this 14th day of July, 2020.

Daniela Andrade

Daniela Andrade, Mayor
City of Banning

ATTEST:

Sonja De La Fuente, Deputy City Clerk
City of Banning

APPROVED AS TO FORM
AND LEGAL CONTENT:

Kevin G. Ennis, Esq., City Attorney
Richards, Watson & Gershon

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CERTIFICATION:

I, Sonja De La Fuente, Deputy City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution No. 2020-97, was adopted by the City Council of the City of Banning at a Regular Meeting thereof held on the 14th day of July, 2020, by the following vote, to wit:

AYES: Councilmembers Happe, Pingree, Wallace, Welch and Mayor Andrade

NOES: None

ABSTAIN: None

ABSENT: None

Sonja De La Fuente, Deputy City Clerk
City of Banning

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RESOLUTION 2020-48

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, AWARDING A PROFESSIONAL SERVICES AGREEMENT FOR THE DESIGN OF THE SUN LAKES BOULEVARD EXTENSION FROM HIGHLAND HOME ROAD TO SUNSET AVENUE, TO ALBERT A. WEBB ASSOCIATES IN THE AMOUNT OF $548,416.05 AND APPROVING A 10% CONTINGENCY FOR A TOTAL PROJECT BUDGET OF "NOT-TO-EXCEED" $603,258.05

WHEREAS, there is a current need for a new road on the south side of Interstate 10 to close a gap in the City's street network from Highland Home Road to Sunset Avenue to reduce existing congestion at the Highland Springs Avenue interchange and to accommodate expected growth within the City; and

WHEREAS, on February 11, 2020, under Resolution 2020-21 the City Council accepted Lots A, D, E, F and G for the necessary right-of-way for the extension of Sun Lakes Boulevard from Highland Home Road to Sunset Avenue. The lots were originally offered to the City on Parcel Map 25541 approved on August 28, 1990, at which time the City deferred the approval of the right-of-way to a future date; and

WHEREAS, on March 24, 2020, under Resolution 2020-37, the City Council approved General Plan Amendment 19-2502 and Environmental Assessment 19-1503, a proposed amendment to the Circulation Element of the General Plan to modify the alignment of Sun Lakes Boulevard from its existing General Plan alignment with Lincoln Street to the proposed alignment with Westward Avenue following closely the right-of-way offered on Parcel Map 25541; and

WHEREAS, on February 18, 2020, staff released an Invitation for Bid for the Design of the Sun Lakes Boulevard Extension to five (5) consultants on the on-call engineering list approved by City Council on September 10, 2019 under Resolution 2019-116 and received three (3) proposals ranging in costs from $508,678 to $849,674; and

WHEREAS, staff evaluated the proposals based on qualifications, cost, experience with the request scope of services and response to the request for proposals. As a result, staff recommends the award of a professional services agreement to Albert A. Webb Associates, in the amount of $548,416.05; and

WHEREAS, the total project budget of $603,258.05, which includes a 10% contingency, will be funded by Measure A funds. The project costs are eligible and expected to be reimbursed by the Western Riverside Council of Governments (WRCOG) via the Transportation Uniform Mitigation Fee (TUMF) program.

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

SECTION 1. The City of Banning City Council adopts Resolution No. 2020-48 Professional Services Agreement for the Design of the Sun Lakes Boulevard Extension from Highland Home Road to Sunset Avenue, to Albert A. Webb Associates in the amount of $548,416.05 and approves a 10% contingency for a total project budget of "not-to-exceed" $603,258.05.

SECTION 2. City Council authorizes the City Manager or his designee to make necessary budget adjustments, appropriations and transfers related to the Professional Services Agreement with Albert A. Webb Associates and to approve change orders within the 10% contingency.

SECTION 3. The City Manager is authorized to execute the Professional Services Agreement with Albert A. Webb Associates.

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

PASSED, APPROVED and ADOPTED this 14th day of April, 2020.

Daniela Andrade

Daniela Andrade, Mayor
City of Banning

ATTEST:

Sonja De La Fuente, Deputy City Clerk

APPROVED AS TO FORM AND LEGAL CONTENT:

Kevin G. Ennis, Esq., City Attorney
Richards, Watson & Gershon

DocuSign Envelope ID: 5506D702-AAA7-48B1-AC91-3BB493FABE06

CERTIFICATION:

I, Sonja De La Fuente, Deputy City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution 2020-48 was duly adopted by the City Council of the City of Banning at a Regular Meeting thereof held on the 14th of April, 2020.

AYES: Councilmembers Happe, Pingree, Wallace, Welch & Mayor Andrade

NOES: None

ABSTAIN: None

ABSENT: None

Sonja De La Fuente, Deputy City Clerk
City of Banning, California

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AGREEMENT FOR PROFESSIONAL SERVICES (C00660) FOR THE DESIGN OF SUN LAKES BOULEVARD EXTENSION BY AND BETWEEN CITY OF BANNING AND ALBERT A WEBB ASSOCIATES

THIS AGREEMENT FOR PROFESSIONAL SERVICES (herein "Agreement") is made and entered into this day: 6/23/2020, ("Effective Date") by and between the **CITY OF BANNING, a California municipal corporation** ("City") and **ALBERT A WEBB ASSOCIATES, a** California corporation, ("Consultant"). City and Consultant are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

RECITALS

A. City has sought, by issuance of a Request for Proposals, the performance of the services for the design of Sun Lakes Boulevard extension prepared in connection therewith, and as further defined and described particularly in Article 1 of this Agreement.

B. Consultant, following submission of a proposal or bid for the performance of the services defined and described particularly in Article 1 of this Agreement, was selected by City to perform those services.

C. The Parties desire to formalize the selection of Consultant for performance of those services defined and described particularly in Article 1 of this Agreement and desire that the terms of that performance be as particularly defined and described herein.

D. Pursuant to the City of Banning's Municipal Code, City has authority to enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained herein and other consideration, the value and adequacy of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1. SERVICES OF CONSULTANT

1.1 Scope of Services.

In compliance with all terms and conditions of this Agreement, Consultant shall provide those services specified in the "Scope of Services" attached hereto as **Exhibit A** and incorporated herein by this reference, which services may be referred to herein as the "Services" hereunder. As a material inducement to City entering into this Agreement, Consultant represents and warrants that it has the qualifications, experience, and facilities necessary to properly perform the Services required under this Agreement in a thorough, competent, and professional manner, and is experienced in performing the Services contemplated herein. Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all Services described herein. Consultant covenants that it shall follow the highest professional standards in performing the Services required hereunder and that all materials will be of good quality, and fit for the purpose intended. For purposes of this Agreement, the phrase "highest professional

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standards" shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances. This Agreement calls for services that, in whole or in part, constitute "public works" as defined in the California Labor Code. Therefore, as to those services that are "public works," Consultant shall comply in all respects with all applicable provisions of the California Labor Code, including those set forth in **Exhibit B** hereto.

1.2 Contract Documents and Exhibits.

This Agreement includes the Request for Proposal and Consultant's accepted proposal ("Contract Documents"), both of which are on file with the City and incorporated herein by this general reference as though fully set forth herein. **Exhibit A** (Scope of Services), **Exhibit B** (Special Requirements), **Exhibit C** (Schedule of Compensation), and **Exhibit D** (Schedule of Performance) also constitute a part of this Agreement and are incorporated into this Agreement by this reference. Except as set forth in Section 1.10 regarding **Exhibit B**, this Agreement controls over the Contract Documents and the provisions in **Exhibits A, B** and **C**.

1.3 Compliance with Law.

Consultant shall keep itself informed concerning all ordinances, resolutions, statutes, rules, and regulations of City and any Federal, State or local governmental entity having jurisdiction in effect at the time service is rendered, and shall render all Services hereunder in accordance therewith.

1.4 Licenses, Permits, Fees and Assessments.

Consultant shall obtain and maintain during the term of this Agreement, at its sole cost and expense, all necessary licenses, permits, certificates and approvals required by law for the performance of Services under this Agreement, including a City business license. Consultant shall have the sole obligation to pay for all fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and which arise from or are necessary for Consultant's performance of the Services required by this Agreement. Consultant shall indemnify, defend and hold harmless City, its officers, employees or agents, against all such fees, assessments, taxes, penalties or interest levied, assessed or imposed against City hereunder.

1.5 Familiarity with Services.

By executing this Agreement, Consultant warrants that Consultant: (i) has thoroughly investigated and considered the Scope of Services to be performed, (ii) has carefully considered how the Services should be performed, and (iii) fully understands the facilities and any difficulties and restrictions attending performance of the Services under this Agreement. If the Services involve work upon any site, Consultant warrants that Consultant has or will investigate the site and is or will be fully acquainted with the conditions existing therein, prior to commencement of Services hereunder. Should Consultant discover any latent or unknown conditions, which will materially affect the performance of the Services hereunder, Consultant shall immediately inform City of such fact and shall not proceed except at Consultant's risk until written instructions are received from the Contract Officer (defined in Section 1.12. A).

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1.6 Prevention of Loss and Damages.

Consultant shall adopt reasonable methods during the Term (defined in Section 3.4) to furnish continuous protection to the work product, and the equipment, materials, papers, documents, plans, studies and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the Services by City, except such losses or damages as may be caused by City's own negligence.

1.7 Further Responsibilities of Parties.

Both Parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both Parties agree to act in good faith to execute all instruments, prepare all documents and take all actions as may be reasonable necessary to carry out the purposes of this Agreement. Unless hereafter specified, neither Party shall be responsible to perform the Services of the other.

1.8 Additional Services.

City shall have the right at any time during the performance of the Services, without invalidating this Agreement, to order extra services beyond that specified in the Scope of Services or to make changes by altering, adding to or deducting from the Services. No such extra services may be undertaken unless a written order is first given by the Contract Officer to Consultant, which written order incorporates therein an adjustment in (i) the Contract Sum (as defined in Section 2.1), and/or (ii) the Schedule of Performance, (as defined in Section 3.2), and which written order is approved in writing by Consultant. Any increase in compensation of up to five percent (5%) of the Contract Sum, or $25,000, whichever is less; or in the Schedule of Performance of up to one hundred eighty (180) days may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively, must be approved by City Council. It is expressly understood by Consultant that the provisions of this Section shall not apply to Services which are specifically set forth in the Scope of Services or which are reasonably contemplated therein. Consultant hereby acknowledges that it accepts the risk that the Services to be provided pursuant to the Scope of Services may be more costly or time consuming than Consultant anticipates and that Consultant shall not be entitled to additional compensation therefor.

1.9 Facilities and Equipment.

Except as otherwise provided, Consultant shall, at its own cost and expense, provide all facilities and equipment necessary to perform the Services required by this Agreement. City shall make available to Consultant only physical facilities such as desks, filing cabinets, and conference space ("City Facilities"), as City deems, in its sole discretion, to be reasonably necessary for Consultant's use while consulting with City employees and reviewing records and the information in possession of City. The location, quality, and time of furnishing City Facilities shall be in the sole discretion of City. In no event shall City be required to furnish any facilities that may involve incurring any direct expense, including but not limited to a computer, long distance telephone, network data, internet or other communication charges, vehicles and reproduction facilities.

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1.10 Special Requirements.

Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the "Special Requirements" attached hereto as **Exhibit B** and incorporated herein by this reference. In the event of a conflict between the provisions of **Exhibit B** and any other provisions of this Agreement, the provisions of **Exhibit B** shall govern.

1.11 Corrections.

In addition to the indemnification obligations set forth in Article 4, and Sections 1.4, 1.13, 5.3, 5.4, and 6.3, Consultant shall correct, at its expense, all errors in the Services which may be disclosed during City's review of Consultant's report or plans. Should Consultant fail to make such correction(s) in a reasonably timely manner, such correction(s) may be made by City, and the cost thereof shall be charged to Consultant. In addition to all other available remedies, City may deduct the cost of such correction(s) from any retention amount held by City, or may withhold payment otherwise owed Consultant under this Agreement up to the amount of the cost of correction(s), as provided in Section 6.3.

1.12 Party Representatives.

A. Contract Officer: For the purposes of this Agreement, the Contract Officer shall be the City Manager, or such other person designated in writing by the City Manager ("Contract Officer"). Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority, if specified in writing by the City Manager, to sign all documents on behalf of City required hereunder to carry out the terms of this Agreement.

B. Principals and Personnel of Consultant.

1) Consultant Representative: The following principal of Consultant is hereby designated as being the Consultant Representative authorized to act on Consultant's behalf regarding the Services specified herein and make all decisions in connection therewith:

Name	Title
Dilesh Sheth	Vice President

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing Consultant Representative were a substantial inducement for City to enter into this Agreement. Therefore, the foregoing Consultant Representative shall be responsible during the term of this Agreement for directing all activities of Consultant and devoting sufficient time to personally supervise the Services hereunder. All personnel of Consultant, and any authorized agents, shall at all times be under the exclusive direction and control of the Consultant Representative. For purposes of this Agreement, the foregoing Consultant Representative may not be replaced nor may their responsibilities be substantially reduced or reassigned by Consultant without the express written approval of City. It shall be Consultant's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the Services, and Consultant shall refer any decisions which must be made by City to the Contract Officer.

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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

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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 $ 548,416.05 (the "Contract Sum"). The Contract Sum shall include the attendance of Consultant at all project meetings reasonably deemed necessary by City. Coordination of the performance of the Services with City is a critical component of the Services. If Consultant is required to attend additional meetings to facilitate such coordination, Consultant shall not be entitled to any additional compensation for attending those meetings.

2.2 Method of Compensation.

The method of compensation may include: (i) a lump sum payment upon completion of the Services, (ii) payment in accordance with specified tasks or the percentage of completion of the Services, (iii) payment for time and materials based upon Consultant's rates as specified in the Schedule of Compensation, provided that time estimates are provided for the performance of sub tasks, but not exceeding the Contract Sum or (iv) such other methods as may be specified in the Schedule of Compensation.

2.3 Reimbursable Expenses.

City shall only reimburse Consultant for those actual and necessary expenses expressly set forth in **Exhibit C**. Reimbursable expenses may include reimbursement for actual and necessary expenditures for reproduction costs, telephone expenses, and travel expenses approved by the Contract Officer in advance, or actual sub-contractor expenses of an approved sub-contractor pursuant to Section 1.14, and only if specified in the Schedule of Compensation.

2.4 Unauthorized Services and Expenses.

City will not pay for any Services or reimburse for any expenses incurred which are not specified in the Scope of Services, unless authorized in writing as set forth in Section 1.8 of this Agreement. City shall make payment for such authorized additional Services and expenses in accordance with Article 2 of this Agreement.

2.5 Invoices.

Each month Consultant shall furnish to City an original invoice for all Services performed and expenses incurred during the preceding month. Each such invoice shall contain all of the information set forth in Section IV 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.

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City shall independently review each invoice submitted by Consultant to determine whether the Services performed and expenses incurred are in compliance with the provisions of this Agreement. City will use its best efforts to cause Consultant to be paid within thirty (30) days of receipt of Consultant's correct and undisputed invoice, except as to any charges for Services performed or expenses incurred by Consultant which are disputed by City, or as provided in Section 6.3. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Consultant for correction and resubmission. Review and payment by City of any invoice provided by Consultant shall not constitute waiver of any rights or remedies provided herein or any applicable law.

2.6 Waiver.

Payment to Consultant for Services performed pursuant to this Agreement shall not be deemed to waive any defects in Services performed by Consultant.

ARTICLE 3. PERFORMANCE SCHEDULE

3.1 Time of Essence.

Time is of the essence in the performance of this Agreement; provided, however, that the foregoing shall not be construed to limit or deprive a Party of the benefits of any grace or use period allowed in this Agreement.

3.2 Schedule of Performance.

Consultant shall commence the Services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all Services within the time period(s) established in the "Schedule of Performance" attached hereto as **Exhibit D** and incorporated herein by this reference.

3.3 Force Majeure.

The time period(s) specified in the Schedule of Performance for performance of the Services rendered pursuant to this Agreement may be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of Consultant. Such unforeseeable consequences include, but are not restricted to, acts of God or public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including City, if Consultant shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the Services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified, subject to the provisions of Section 1.8. The Contract Officer's determination (or the City Council's determination, in the event the period of enforced delay exceeds the period specified in Section 1.8) shall be final and conclusive upon the Parties to this Agreement. In no event shall Consultant be entitled to recover damages against City for any delay in the performance of this Agreement, however caused; Consultant's sole remedy shall be the extension of the Agreement pursuant to this Section.

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3.4 Term.

The Term of this Agreement shall be from the Effective Date through October 3, 2022, 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.

ARTICLE 4. INSURANCE AND INDEMNIFICATION

4.1 Minimum Scope and Limits of Insurance.

Consultant shall procure and at all times during the term of this Agreement carry, maintain, and keep in full force and effect, insurance as follows:

A. Commercial General Liability Insurance with a minimum limit of $1,000,000.00 per occurrence for bodily injury, personal injury and property damage and a general aggregate limit of $2,000,000.00 per project or location. If Consultant is a limited liability company, the commercial general liability coverage shall be amended so that Consultant and its managers, members, affiliates, employees, agents and other persons necessary or incidental to its operation are insureds.

B. Automobile Liability Insurance for any owned, non-owned or hired vehicle used in connection with the performance of this Agreement with a combined single limit of $1,000,000.00 per accident for bodily injury and property damage. If Consultant does not use any owned, non-owned or hired vehicles in the performance of Services under this Agreement, Consultant shall obtain a non-owned auto endorsement to the Commercial General Liability policy.

C. Workers' Compensation Insurance as required by the State of California and Employer's Liability Insurance with a minimum limit of $1,000,000.00 per accident for bodily injury or disease. If Consultant has no employees while performing Services under this Agreement, workers' compensation policy is not required; however, Consultant shall execute a declaration that it has no employees.

D. Professional Liability/Errors and Omissions Insurance with minimum limits of $1,000,000.00 per claim and in the aggregate.

4.2 Acceptability of Insurers.

The insurance policies required under this Article shall be issued by an insurer admitted to write insurance in the State of California with a rating of A:VII or better in the latest

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edition of the A.M. Best Insurance Rating Guide. Self-insurance shall not be considered to comply with the insurance requirements under this Article.

4.3 Additional Insured.

The commercial general and automobile liability policies shall contain an endorsement naming City, its officers, employees, agents and volunteers as additional insureds.

4.4 Primary and Non-Contributing.

The insurance policies required under this Article shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance available to City. Any insurance or self-insurance maintained by City, its officers, employees, agents or volunteers, shall be in excess of Consultant's insurance and shall not contribute with it.

4.5 Consultant's Waiver of Subrogation.

The insurance policies required under this Article shall not prohibit Consultant and Consultant's employees, agents or sub-contractors from waiving the right of subrogation prior to a loss. Consultant hereby waives all rights of subrogation against City.

4.6 Deductibles and Self-Insured Retentions.

Any deductibles or self-insured retentions must be declared to and approved by City. At City's option, Consultant shall either reduce or eliminate the deductibles or self-insured retentions with respect to City; or Consultant shall procure a bond guaranteeing payment of losses and expenses.

4.7 Cancellations or Modifications to Coverage.

Consultant shall not cancel, reduce or otherwise modify the insurance policies required by this Article during the term of this Agreement. The commercial general and automobile liability policies required under this Agreement shall be endorsed to state that should the issuing insurer cancel the policy before the expiration date, the issuing insurer will endeavor to mail 30 days' prior written notice to City. If any insurance policy required under this Article is canceled or reduced in coverage or limits, Consultant shall, within two (2) Business Days (as defined in Section 8.12) of notice from the insurer, phone, fax or notify City via certified mail, return receipt requested, of the cancellation of or changes to the policy.

4.8 City Remedy for Noncompliance.

If Consultant does not maintain the policies of insurance required under this Article in full force and effect during the term of this Agreement, or in the event any of Consultant's policies do not comply with the requirements under this Article, City may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, City may, but has no duty to, take out the necessary insurance and pay, at Consultant's expense, the premium thereon. Consultant shall promptly reimburse City for any premium paid by City, or City may withhold amounts sufficient to pay the premiums from payments due to Consultant.

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4.9 Evidence of Insurance.

Prior to the performance of Services under this Agreement, Consultant shall furnish the City Clerk with a certificate or certificates of insurance and all original endorsements evidencing and effecting the coverages required under this Article. The endorsements are subject to City's approval. Consultant may provide complete, certified copies of all required insurance policies to City. Consultant shall maintain current endorsements on file with the City Clerk. Consultant shall provide proof to the City Clerk that insurance policies expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Consultant shall furnish such proof at least two (2) weeks prior to the expiration of the coverages.

4.10 Indemnity Requirements not Limiting.

Procurement of insurance by Consultant shall not be construed as a limitation of Consultant's liability or as full performance of Consultant's duty to indemnify City under this Agreement.

4.11 Sub-contractor Insurance Requirements.

Consultant shall require each of its sub-contractors that perform Services under this Agreement to maintain insurance coverage that meets all of the requirements of this Article.

4.12 Indemnification, Hold Harmless, and Duty to Defend.

A. Indemnification of City.

1) Indemnity for Design Professional Services. To the fullest extent permitted by law, Consultant shall, at its sole cost and expense, protect, indemnify, and hold harmless City and its elected officials, officers, attorneys, agents, employees, designated volunteers, successors, assigns and those City agents serving as independent contractors in the role of City officials (collectively "Indemnitees"), from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith, and reimbursement of attorney's fees and costs of defense (collectively "Liabilities"), whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to, in whole or in part, the negligence, recklessness or willful misconduct of Consultant, its officers, agents, servants, employees, subcontractors, material men, contractors or their officers, agents, servants or employees (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of design professional services under this Agreement by a "design professional," as the term is defined under California Civil Code Section 2782.8(c).

2) Other Indemnities. Other than in the performance of design professional services, and to the fullest extent permitted by law, Consultant shall, at its sole cost and expense, defend, hold harmless and indemnify Indemnitees from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith and the payment of all consequential

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damages (collectively "Claims"), at law or in equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of Consultant, its officers, agents, servants, employees, sub-contractors, materialmen, consultants or their officers, agents, servants or employees (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of this Agreement, including the Indemnitees' active or passive negligence, except for Claims arising from the sole negligence or willful misconduct of the Indemnitees as determined by court decision or by the agreement of the Parties. Consultant shall defend the Indemnitees in any action or actions filed in connection with any Claims with counsel of the Indemnitees' choice, and shall pay all costs and expenses, including all attorneys' fees and experts' costs actually incurred in connection with such defense. Consultant shall reimburse the Indemnitees for any and all legal expenses and costs incurred by Indemnitees in connection therewith.

3) Consultant shall pay all required taxes on amounts paid to Consultant under this Agreement, and indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant shall fully comply with the workers' compensation law regarding Consultant and Consultant's employees. Consultant shall indemnify and hold City harmless from any failure of Consultant to comply with applicable workers' compensation laws. City may offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this subparagraph A.3.

4) Consultant shall obtain executed indemnity agreements with provisions identical to those in this Article from each and every sub-contractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. If Consultant fails to obtain such indemnities, Consultant shall be fully responsible and indemnify, hold harmless and defend the Indemnitees from and against any and all Liabilities and Claims, in law or in equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of Consultant's sub-contractor, its officers, agents, servants, employees, sub-contractors, materialmen, contractors or their officers, agents, servants or employees (or any entity or individual that Consultant's sub-contractor shall bear the legal liability thereof) in the performance of this Agreement, including the Indemnitees' active or passive negligence, except for Liabilities and Claims arising from the sole negligence or willful misconduct of the Indemnitees, as determined by court decision or by the agreement of the Parties.

B. Workers' Compensation Acts not Limiting. Consultant's indemnifications and obligations under this Article, or any other provision of this Agreement, shall not be limited by the provisions of any workers' compensation act or similar act. Consultant expressly waives its statutory immunity under such statutes or laws as to City, its officers, agents, employees and volunteers.

C. Insurance Requirements not Limiting. City does not, and shall not, waive any rights that it may possess against Consultant because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. The indemnities in this Article shall apply regardless of whether or not any insurance policies are determined to be applicable to the Liabilities, tax, assessment, penalty or interest asserted against City.

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D. Survival of Terms. Consultant's indemnifications and obligations under this Article shall survive the expiration or termination of this Agreement.

ARTICLE 5. RECORDS, REPORTS, AND RELEASE OF INFORMATION

5.1 Service Records.

Consultant shall keep, and require sub-contractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to City and Services performed hereunder (the "Service Records"), as shall be necessary to perform the Services required by this Agreement and enable the Contract Officer to evaluate the performance of such Services. Any and all such Service Records shall be maintained in accordance with generally accepted accounting principles and shall be complete and detailed. The Contract Officer shall have full and free access to such Service Records at all times during normal business hours of City, including the right to inspect, copy, audit and make copies and transcripts from such Service Records. Such Service Records shall be maintained for a period of three (3) years following completion of the Services hereunder, and City shall have access to such Service Records in the event any audit is required. In the event of dissolution of Consultant's business, custody of the Service Records may be given to City, and access shall be provided by Consultant's successor in interest ("Consultant's Successor"). If custody of the Service Records is given to Consultant's Successor, Consultant shall give written notice to City of the transfer of the Service Records to Consultant's Successor. The notice shall include contact information (address and telephone number) for Consultant's Successor, and access shall be provided to City by Consultant's Successor.

5.2 Reports.

Consultant shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the Services required by this Agreement as the Contract Officer shall require. Consultant hereby acknowledges that City is greatly concerned about the cost of Services to be performed pursuant to this Agreement. For this reason, Consultant agrees that if Consultant becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the Services contemplated herein, Consultant shall promptly notify the Contract Officer of that fact, circumstance, technique or event and the estimated increased or decreased cost related thereto.

5.3 Ownership of Documents.

All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials (the "Consultant Documents") prepared by Consultant, its employees, sub-contractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Contract Officer or upon the termination of this Agreement. Consultant shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership use, reuse, or assignment of the Consultant Documents hereunder. Any use, reuse or assignment of such completed Consultant Documents for other projects and/or use of uncompleted Consultant Documents without specific written authorization by Consultant will be at City's sole

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risk and without liability to Consultant, and Consultant's guarantee and warranties shall not extend to such use or assignment. Consultant may retain copies of such Consultant Documents for its own use. Consultant shall have an unrestricted right to use the concepts embodied therein. All sub-contractors shall provide for assignment to City of all Consultant Documents prepared by them; and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages resulting therefrom.

5.4 Confidentiality and Release of Information.

A. All information gained or work product produced by Consultant in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Consultant. Consultant shall not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the Contract Officer.

B. Consultant, its officers, employees, agents or sub-contractors, shall not, without prior written authorization from the Contract Officer or unless requested by the City Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the Services performed under this Agreement. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives City notice of such court order or subpoena.

C. If Consultant, or any officer, employee, agent or sub-contractor of Consultant, provides any information or work product in violation of this Agreement, then City shall have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including attorneys' fees, caused by or incurred as a result of Consultant's conduct.

D. Consultant shall promptly notify City should Consultant, its officers, employees, agents or sub-contractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any Party regarding this Agreement and the Services performed thereunder. City retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite the response.

ARTICLE 6. ENFORCEMENT OF AGREEMENT AND TERMINATION

6.1 California Law.

This Agreement, and any dispute arising from the relationship between the Parties to this Agreement, shall be interpreted, construed and governed both as to validity and to performance of the Parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Riverside, State of California, or any other appropriate court in such county, and Consultant covenants and agrees to submit to the personal jurisdiction of such

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court in the event of such action. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in Riverside.

6.2 Disputes; Default.

A. In the event that City determines Consultant is in default under the terms of this Agreement, City shall have no obligation or duty to continue compensating Consultant for any Services performed after the date of default. In addition to the provisions of Section 4.8, and the right to terminate pursuant to Section 6.7, if the City Manager determines that Consultant is in default in the performance of any of the terms or conditions of this Agreement, City may serve Consultant with written notice of the default. Consultant shall have ten (10) calendar days after service upon it of the notice in which to cure the default by rendering a satisfactory performance. In the event that Consultant fails to cure its default within such period of time, City may, notwithstanding any other provision of this Agreement, terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

B. In the event of termination pursuant to this Section, City may take over the Services and prosecute the same to completion by contract or otherwise, and Consultant shall be liable to the extent that the total cost for completion of the Services required hereunder exceeds the compensation herein stipulated (provided that City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to Consultant for the purpose of set-off or partial payment of the amounts owed City as provided in Section 6.3.

6.3 Retention of Funds.

Consultant hereby authorizes City to deduct from any amount payable to Consultant (whether or not arising out of this Agreement): (i) any payment amount of which may be in dispute hereunder or which is necessary to compensate City for any losses, costs, liabilities, or damages suffered by City, (ii) all amounts retained pursuant to the provisions of Section 4.8, (iii) all amounts for which City may be liable to third parties, by reason of Consultant's acts or omissions in performing or failing to perform Consultant's obligation under this Agreement, and (iv) all payments due or that become due to Consultant during the period that Consultant or any of its sub-contractors fail to maintain any required insurance in full force and effect, until notice is received by City that the required insurance has been restored to full force and effect and that the premiums therefore have been paid for a period satisfactory to City, as provided in Section 4.9, above. In the event that any claim is made by a third party, the amount or validity of which is disputed by Consultant, or any indebtedness shall exist which shall appear to be the basis for a claim of lien, City may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of City to exercise such right to deduct or to withhold shall not, however, affect the obligations of Consultant to insure, indemnify, and protect City as elsewhere provided herein.

6.4 Waiver.

Waiver by any Party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any

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Party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any Services by Consultant shall not constitute a waiver of any of the provisions of this Agreement. No delay or omission in the exercise of any right or remedy by a non-defaulting Party on any default shall impair such right or remedy or be construed as a waiver. Any waiver by either Party of any default must be in writing, and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

6.5 Rights and Remedies are Cumulative.

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the Parties are cumulative and the exercise by either Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other Party.

6.6 Legal Action.

In addition to any other rights or remedies, either Party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement. Notwithstanding any contrary provision herein, Consultant must file a statutory claim pursuant to Government Code Sections 905 et seq. and 910 et seq., in order to pursue a legal action against City under this Agreement.

6.7 Termination Prior to Expiration of Term.

This Article 6 shall govern any termination of this Agreement except as specifically provided in Section 6.2 for termination for default of Consultant. City reserves the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days' written notice to Consultant, except that where termination is due to the fault of Consultant, the period of notice may be a shorter time as may be determined by the Contract Officer. In addition, Consultant reserves the right to terminate this Agreement at any time, with or without cause, upon sixty (60) days' written notice to City, except that where termination is due to the fault of City, the period of notice may be a shorter time as Consultant may determine. Upon receipt of any notice of termination, Consultant shall immediately cease all Services hereunder except such as may be specifically approved by the Contract Officer. Except where Consultant has initiated termination, Consultant shall be entitled to compensation for all Services rendered prior to the effective date of the notice of termination and for any Services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer, except as provided in Section 6.3. In the event Consultant has initiated termination, Consultant shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder. In the event of termination without cause pursuant to this Section, the terminating Party need not provide the non-terminating Party with the opportunity to cure pursuant to Section 6.2.

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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

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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: Patrick Safari
Associate Engineer
City of Banning
99 East Ramsey Street
Banning, California 90220
Email: psafari@banningca.gov

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With a courtesy copy to:	Kevin G. Ennis, City Attorney Richards, Watson & Gershon 355 South Grand Avenue, 40th Floor Los Angeles, California 90071 Email: kennis@rwglaw.com
If to Consultant:	Dilesh Sheth Vice President Albert A. Webb Associates 3788 McCray Street Riverside, CA 92506 Email: dilesh.sheth@webbassociates.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]

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IN WITNESS WHEREOF the Parties hereto have executed this Agreement the day and year first hereinabove written.

CITY OF BANNING

DocuSigned by:
Doug Schulze 6/23/2020
0AD14BA217CE497...

Douglas Schulze, Date
City Manager

ATTEST:

DocuSigned by:
Sonja De La Fuente 6/23/2020
9C9C3E6DD5AB49B...

Sonja De La Fuente Date
Deputy City Clerk

APPROVED AS TO FORM:
Richards, Watson & Gershon

DocuSigned by:
Kevin Ennis 6/23/2020
940BF72E9643348C...

Kevin G. Ennis, Esq., Date
City Attorney

CONSULTANT

DocuSigned by:
Dilesh Sheth 6/23/2020
BE3BB4E56D148B...

NAME: Dilesh Sheth Date
TITLE: Vice President

NAME: Date
TITLE:

95-1723730
Tax ID No.

Address:
3788 McCray Street, Riverside, Ca 92506

City Council Approval: 04/14/2020

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 design of Sun Lakes Boulevard extension prepared in connection therewith:

I. As part of the Services, Consultant will prepare and deliver the following tangible work products to City:

A. Consultant shall provide services necessary to provide a complete (construction ready) project.

Task 1. Project Management

The consultant shall attend regular status meetings with the City throughout the duration of the project as well as prepare monthly progress reports. The consultant shall develop and maintain a detailed work program and schedule the development of a project specific Work Plan. The Work Plan will include, at a minimum, details of methodology, sequence of tasks, lists of deliverables, milestone submittal schedule, summary of organizational responsibilities and contacts, as well as reporting and invoicing procedures. The consultant will meet face to face with the Project Design Team (PDT) monthly. The consultant will be responsible to facilitate other meetings as necessary with City Departments and other key stakeholders, creating meeting agendas with input from the City and prepare and distribute meeting minutes.

Deliverables: Work Plan, Monthly Progress Reports, Meeting Agendas and Meeting Minutes.

Task 2. Project Development

2.1 Data Collection and Site Reconnaissance

Consultant shall collect and review available existing reports, data, as-built plans, and information relevant to the project from the City, County and any other agency necessary to complete the work, including assessor's information and any utilities that exist in the area. Consultant shall conduct a field investigation to familiarize the project team with the drainage conditions, flow patterns, existing design constraints and existing/ongoing improvements in the project area.

Deliverables: Field Review Notes, Photo Logs, Copies of Existing Data

2.2 Survey and Aerial Topographic Mapping

Consultant shall research available record information pertaining to the project including: Tract Maps, Records of Survey, Parcel Maps and Right-of-Way Maps.

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Consultant shall provide topographical mapping at 1-foot contour intervals and field surveying to identify existing topographical features. Tie out any and all survey monuments that may be disturbed by the work. Establish street centerline and centerline stationing to an accuracy of one-tenth foot (0.10'). Establish temporary benchmarks required for the work and provide all elevations, dimensions and other measurements necessary to establish proper line and grade.

Deliverables: AutoCAD drawing file of the survey points

2.3 Utility Research and Base Mapping

Consultant shall act on behalf of the City of Banning and contact all utility purveyors to determine if existing facilities are present in the area. Utility data shall be base mapped and include appropriate identification by their respective owner, location and size.

2.4 Public Outreach

Due to the number of residences and existing developments located adjacent to the project site, the Consultant shall include the necessary public outreach. At a minimum, this shall be conducted in an "Open house" fashion to give the adjacent neighbors a chance to learn about the project and note any potential concerns.

Deliverables: Letters to Utility Owners, Utility As-Built Maps, Utility Base Map

Task 3. Preliminary Engineering Design

3.1 Roadway Geometric Approval Drawings (GAD's)

Consultant shall analyze and prepare a proposed alignment consistent with the existing right-of-way and in accordance with the Caltrans Highway Design Manual for geometric features. It is anticipated that right-of-way will not be required as a part of this project; however, construction easements, slope easements, etc. may still be required. The GAD shall include typical cross sections as well as the identification of existing rights-of-way and property lines to determine any need for right-of-way or easements.

Deliverables: Geometric Approval Drawings (30% Complete Plans),

Preliminary Cost Estimate, Preliminary Right-of-Way Requirements Map

3.2 Preliminary Roadway Drainage Plans

Consultant shall prepare drainage design for the proposed improvements in accordance with the Riverside County Flood Control and Water Conservation District (RCFC&WCD) design standards. The consultant shall review any available hydrology reports and prepare necessary analysis in accordance with RCFC&WCD

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as well as City requirements to determine the amount of drainage tributary to the project area and to review the capacity of existing drainage facilities. Consultant shall review public agency's available hydrology/hydraulic and storm drain plan records for existing drainage facilities within and adjacent to the project site. Existing drainage patterns and runoff tributary areas to the site shall be determined. Consultant shall perform necessary analysis to determine hydraulic function and size of necessary facilities.

Deliverables: Drainage Design Report, 30% Drainage Plans (shown on the GAD)

Task 4. Environmental Documentation

Consultant shall identify environmental impacts under California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA) if necessary. Environmental services shall include identification and preparation of an Initial Study Assessment, technical studies and environmental document for City review and approval as necessary for CEQA clearance. The City currently anticipates an IS/MND as the appropriate CEQA document for the project. The Consultant shall evaluate the City's recommendation and determine if the IS/MND is the appropriate document for this project. Based on this assumption, the proposal should include timing and cost breakdowns for the initial assessment, as well as costs associated with potential focused surveys. At a minimum, the consultant shall address:

4.1 Traffic Impact Analysis

Consultant shall prepare a TIA for the proposed improvements for CEQA documentation. The study will address the changes in traffic volumes and patterns in the immediate vicinity. At a minimum, the study shall look at adjacent intersections to determine if traffic controls (stop control, traffic signals, etc.) are required. The consultant shall assume that Vehicle Miles Traveled (VMT) analysis will be required in conformance with SB 743.

4.2 Air Quality and Greenhouse Gas

These studies will be used in the CEQA review. The studies should include a written report (with photos of the site) discussing air quality and greenhouse gas impacts.

4.3 Biological Study

Based on the recent Negative Declaration for the modification to the City's General Plan Circulation Element, at a minimum this shall include a burrowing owl survey and Los Angeles Pocket Mouse Survey. An MSHCP consistency analysis will need to be completed as a part of this study. The necessary habitat assessments shall include written reports (with photos of the site) indicating whether or not the site contains suitable habitat.

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4.4 Cultural Study and Paleontological Resources Report

The Cultural Study and Paleontological Resources Report should include a written report following the guidelines for Archaeological Resource Management Reports prepared by the California Office of Historical Preservation, Preservation Planning Bulletin 4(a), December 1989. AB52 compliance shall also be included in the scope of services.

4.5 Noise Study

The Noise Study shall include a written report (with photos of the site) identifying short- and long-term noise impacts, and any mitigation measures required to reduce these impacts to less than significant. Deliverables: CEQA IS/MND, Responses to Comments, Copies of Studies, Correspondence.

Task 5. Final Design Reports and Studies

Consultant shall provide final Design Reports and Studies necessary to complete the project. The following recommendations may be necessary:

5.1 Utility Coordination

Review and verification of facilities that may be in conflict based on results of potholing; relocation of any existing utilities determined to be in conflict; liability for all utility conflicts; agreements as necessary; issuance of notices to relocate as necessary.

5.2 Geotechnical Design Report

Structural conditions and recommendations that may include over excavation and recompaction areas or surcharges; all necessary analysis for proper design of the project objectives, R-values of subgrade material and the structural section of the roadway using the latest traffic index.

5.3 Supplemental Design Surveys

Provide potholing map as necessary for utility surveying in the field; establish potholing location and record elevations of any utilities located.

5.4 Storm Water Pollution Prevention Plan (SWPPP)

In compliance with National Pollution Discharge Elimination system (NPDES) requirements as well as Construction General Permits; address project's risk level; provide Notice of Intent (NOI) and assist with uploading NOI & SWPPP into the "SMARTs" system.

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Deliverables: Utility Correspondences (i.e. Relocation Claim Letters, Agreements, Notice to Relocate, etc.), Final Studies/Reports.

Task 6. Final Design Plans, Specifications and Estimates

Consultant shall prepare a complete set of improvement plans compatible with AutoCAD 2019. PS&E submittals will be required at the 60%, 90% and 100% design intervals. The plans shall include a cover sheet with all sheets using the City title block and prepared in accordance with the regulations and standards of the City of Banning. At a minimum, the plans shall include the following new, modification or relocation of existing improvements:

· Street Improvements
· Grading
· Easement Documents
· Sidewalk, Curb & Gutter
· Retaining Walls and/or Structures
· Storm Drain
· Landscape & Irrigation
· Signing & Striping
· Erosion Control and Storm Water Pollution Prevention Plan (if necessary)
· Construction Options, Phasing and Detour Plans
· Street Lighting, Traffic Signals and Modifications
· Utilities
· Intersecting Street Designs
· Driveway Approaches
· Record of Existing Survey Monuments
· Other Related Work

Consultant shall address all plan check comments, to the satisfaction of the City Engineer. Final Plans shall be submitted on 24" X 36" mylars

Deliverables: 60%, 90%, 100% PS&E Submittals, Final PS&E, Electronic Versions of each Submittal.

Task 7. Permitting

Consultant shall investigate and process all required permits if necessary, including, but not limited to the following: Riverside County Flood Control & Water Conservation District, National Pollution Discharge Elimination System, U.S. Army Corps of Engineers, California Department of Fish and Wildlife, State of California Water Resources Control Board, and Regional Conservation Authority.

Deliverables: Correspondence with Various Agencies, Permit Applications and Final Permits

Task 8. Bidding/Construction Support

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Consultant shall be available during the advertisement and construction of the project to answer RFI's as well as prepare necessary addenda. The consultant shall plan to attend, at a minimum, the following meetings: pre-bid meeting and pre-construction meeting. The Consultant shall review shop drawings and submittals from the contractor for conformance with the contract plans and specifications, and make recommendations for acceptance, denial or re-submittal within reasonable time of receipt. Upon written authorization from the City, consultant shall provide engineering design services for revisions to construction documents resulting from changed or unforeseen conditions, or other change order work required due to actions of the City. The Consultant shall assume a minimum of eight (8) site visits during construction as requested by the City. Upon completion of the project, the consultant shall use information based on redlined information provided by the contractor and the City to prepare as-built plans. As-built plans shall be submitted to the City within one (1) month of receipt of as-built plans.

Deliverables: Meeting Attendance, Response to Bidder's/Contractor's RFIs, Design Addenda, Submittal Reviews, As-Built Plans

II. 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 or teleconference.

B. Email updates/questions to applicant team and City while reviews are underway.

C. Conference calls.

III. All work product is subject to review and acceptance by City, and must be revised by Consultant without additional charge to City until found satisfactory and accepted by City.

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EXHIBIT "B"
SPECIAL REQUIREMENTS

TERMS FOR COMPLIANCE WITH CALIFORNIA LABOR LAW REQUIREMENTS

1. This Agreement calls for services that, in whole or in part, constitute "public works" as defined in Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code ("Chapter 1"). Further, Consultant acknowledges that this Agreement is subject to (a) Chapter 1 and (b) the rules and regulations established by the Department of Industrial Relations ("DIR") implementing such statutes. Therefore, as to those Services that are "public works," Consultant shall comply with and be bound by all the terms, rules and regulations described in 1(a) and 1(b) as though set forth in full herein.

2. California law requires the inclusion of specific Labor Code provisions in certain contracts. The inclusion of such specific provisions below, whether or not required by California law, does not alter the meaning or scope of Section 1 above.

3. Consultant shall be registered with the Department of Industrial Relations in accordance with California Labor Code Section 1725.5, and has provided proof of registration to City prior to the Effective Date of this Agreement. Consultant shall not perform work with any subcontractor that is not registered with DIR pursuant to Section 1725.5. Consultant and subcontractors shall maintain their registration with the DIR in effect throughout the duration of this Agreement. If the Consultant or any subcontractor ceases to be registered with DIR at any time during the duration of the project, Consultant shall immediately notify City.

4. Pursuant to Labor Code Section 1771.4, Consultant's Services are subject to compliance monitoring and enforcement by DIR. Consultant shall post job site notices, as prescribed by DIR regulations.

5. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Agreement are on file at City Hall and will be made available to any interested party on request. Consultant acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and Consultant shall post such rates at each job site covered by this Agreement.

6. Consultant shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The Consultant shall, as a penalty to City, forfeit $200.00 for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any public work done pursuant to this Agreement by Consultant or by any subcontractor.

7. Consultant shall comply with and be bound by the provisions of Labor Code Section 1776, which requires Consultant and each subcontractor to: keep accurate payroll records and verify such records in writing under penalty of perjury, as specified in Section 1776; certify and make such payroll records available for inspection as provided by Section 1776; and inform City of the location of the records.

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8. Consultant shall comply with and be bound by the provisions of Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Administrative Code Title 8, Section 200 et seq. concerning the employment of apprentices on public works projects. Consultant shall be responsible for compliance with these aforementioned Sections for all apprenticeable occupations. Prior to commencing work under this Agreement, Consultant shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within 60 days after concluding work pursuant to this Agreement, Consultant and each of its subcontractors shall submit to City a verified statement of the journeyman and apprentice hours performed under this Agreement.

9. The Consultant shall not perform Work with any Subcontractor that has been debarred or suspended pursuant to California Labor Code Section 1777.1 or any other federal or state law providing for the debarment of contractors from public works. The Consultant and Subcontractors shall not be debarred or suspended throughout the duration of this Agreement pursuant to Labor Code Section 1777.1 or any other federal or state law providing for the debarment of contractors from public works. If the Consultant or any subcontractor becomes debarred or suspended during the duration of the project, the Consultant shall immediately notify City.

10. Consultant acknowledges that eight hours labor constitutes a legal day's work. Consultant shall comply with and be bound by Labor Code Section 1810. Consultant shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. The Consultant shall, as a penalty to City, forfeit $25.00 for each worker employed in the performance of this Agreement by the Consultant or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code section 1815, work performed by employees of Consultant in excess of eight hours per day, and 40 hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of eight hours per day at not less than one and one-half times the basic rate of pay.

11. California Labor Code Sections 1860 and 3700 provide that every employer will be required to secure the payment of compensation to its employees. In accordance with the provisions of California Labor Code Section 1861, Consultant hereby certifies as follows:

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

Date 6/23/2020 **Signature** DocuSigned by: Dilesh Sheth BE3BB4E55DC146F...

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12. For every subcontractor who will perform work on the project, Consultant shall be responsible for such subcontractor's compliance with Chapter 1 and Labor Code Sections 1860 and 3700, and Consultant shall include in the written contract between it and each subcontractor a copy of those statutory provisions and a requirement that each subcontractor shall comply with those statutory provisions. Consultant shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractor's compliance, including, without limitation, conducting a periodic review of the certified payroll records of the subcontractor and upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages. Consultant shall diligently take corrective action to halt or rectify any failure.

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EXHIBIT "C"
SCHEDULE OF COMPENSATION

I. Consultant shall perform the following tasks ("Tasks") at the following rates.

TASK	DESCRIPTION	SUB-BUDGET
1.	Project Management	$19,970
2.	Project Development	$26,206
3.	Preliminary Engineering Design	$76,154
4.	Environmental Documentation	$159,470
5.	Final Design Report and Studies	$67,250
6.	Final Design, Specifications and Estimates	$183,236
7.	Permitting	$11,130
8.	Bidding/Construction Support	$5,000
	TOTAL	**$548,416.05**

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 $548,416.05 as provided in Section 2.1 of this Agreement.

V. Consultant's billing rates for all personnel are attached as Exhibit C-1.

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EXHIBIT "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

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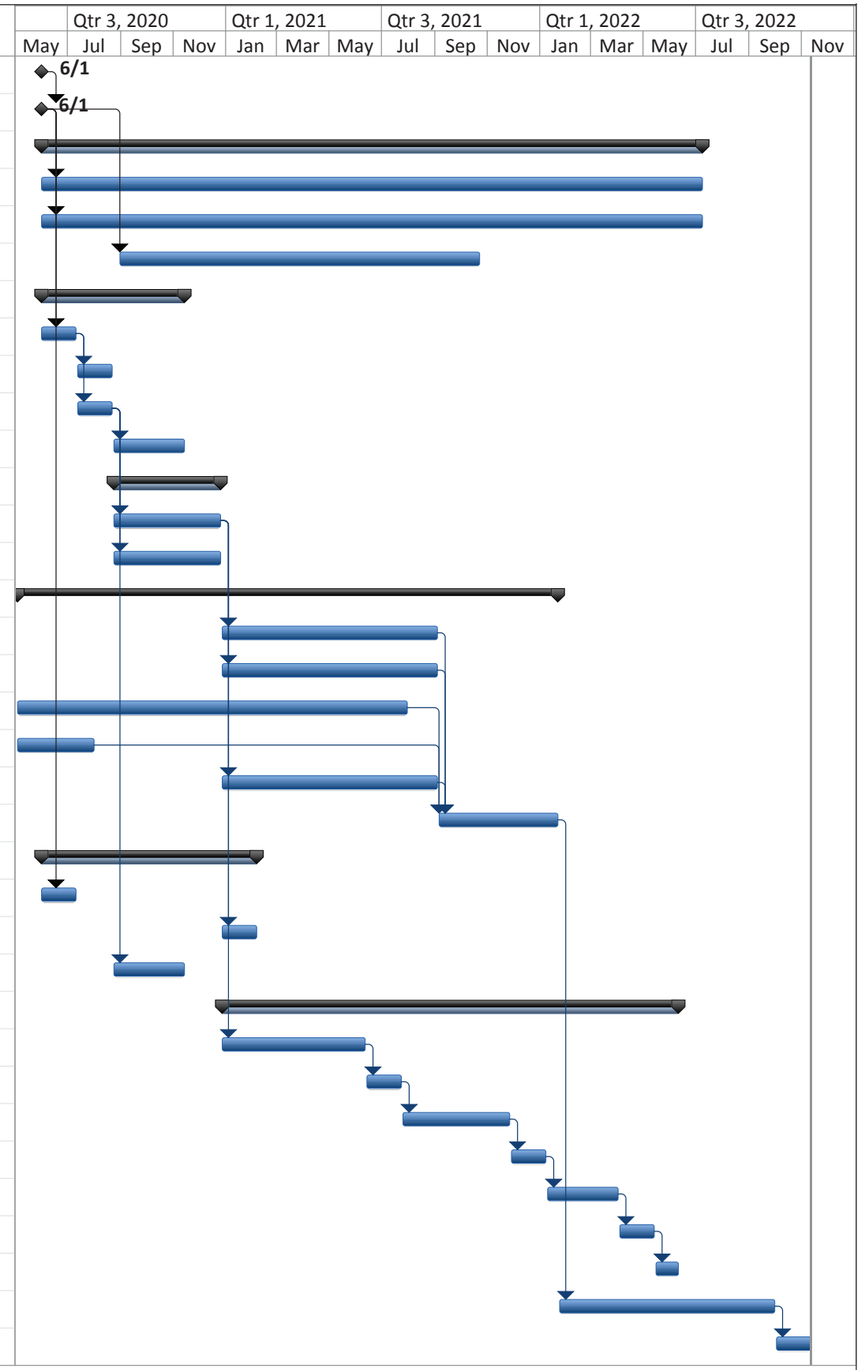
Section D. Project Schedule

ID	Task Name	Duration	Start	Finish	Predecessors
1	Contract Award	0 days	Mon 6/1/20	Mon 6/1/20	
2	Project Kick-Off Meeting	0 days	Mon 6/1/20	Mon 6/1/20	1
3	**Task 1 - Project Management**	**550 days**	**Mon 6/1/20**	**Fri 7/8/22**	
4	1.1 - Coordination and Meetings (Prepare Agendas and Minutes)	550 days	Mon 6/1/20	Fri 7/8/22	**2**
5	1.2 - Prepare Monthly Progress Reports and Work Plans	550 days	Mon 6/1/20	Fri 7/8/22	**2**
6	1.3 - Coordination with Stakeholders and Agencies	300 days	Mon 8/31/20	Fri 10/22/21	2
7	**Task 2 - Project Development**	**120 days**	**Mon 6/1/20**	**Fri 11/13/20**	
8	2.1 - Data Collection and Site Reconnaissance	30 days	Mon 6/1/20	Fri 7/10/20	2
9	2.2 - Survey and Aerial Topographic Mapping	30 days	Mon 7/13/20	Fri 8/21/20	8
10	2.3 - Utility Research and Base Mapping	30 days	Mon 7/13/20	Fri 8/21/20	8
11	2.4 - Public Outreach	60 days	Mon 8/24/20	Fri 11/13/20	10
12	**Task 3 - Prelinimary Engineering Design**	**90 days**	**Mon 8/24/20**	**Fri 12/25/20**	
13	3.1 - Roadway Geometric Approval Drawing (GAD)	90 days	Mon 8/24/20	Fri 12/25/20	10
14	3.2 - Preliminary Roadway Drainage Plans	90 days	Mon 8/24/20	Fri 12/25/20	10
15	**Task 4 - Environmental Documentation**	**450 days**	**Mon 5/4/20**	**Fri 1/21/22**	
16	4.1 - Traffic Impact Analysis	180 days	Mon 12/28/20	Fri 9/3/21	13
17	4.2 - Air Quality and Greenhouse Gas	180 days	Mon 12/28/20	Fri 9/3/21	13
18	4.3 - Biological Study	325 days	Mon 5/4/20	Fri 7/30/21	
19	4.4 - Cultural Study and Paleontological Report	65 days	Mon 5/4/20	Fri 7/31/20	
20	4.5 - Noise Study	180 days	Mon 12/28/20	Fri 9/3/21	13
21	4.6 - CEQA Documentation	100 days	Mon 9/6/21	Fri 1/21/22	16,17,18,19,20
22	**Task 5 - Final Design Reports and Studies**	**180 days**	**Mon 6/1/20**	**Fri 2/5/21**	
23	5.1 - Utility Coordination	30 days	Mon 6/1/20	Fri 7/10/20	2
24	5.2 - Supplemental Design Survey	30 days	Mon 12/28/20	Fri 2/5/21	13
25	5.3 - Storm Water Pollution Prevention Plan (SWPPP)	60 days	Mon 8/24/20	Fri 11/13/20	10
26	**Task 6 - Final Design Plans, Specifications and Estimate**	**380 days**	**Mon 12/28/20**	**Fri 6/10/22**	
27	Preparation of 60% Plans	120 days	Mon 12/28/20	Fri 6/11/21	13
28	City Review of 60% Plans	30 days	Mon 6/14/21	Fri 7/23/21	27
29	Preparation of 90% PS&E	90 days	Mon 7/26/21	Fri 11/26/21	28
30	City Review of 90% PS&E	30 days	Mon 11/29/21	Fri 1/7/22	29
31	Preparation of 100% PS&E	60 days	Mon 1/10/22	Fri 4/1/22	30
32	City Review of 100% PS&E	30 days	Mon 4/4/22	Fri 5/13/22	31
33	Approval of PS&E Package	20 days	Mon 5/16/22	Fri 6/10/22	32
34	**Task 7 - Regulatory Permitting**	180 days	Mon 1/24/22	Fri 9/30/22	21
35	**Task 8 - Bidding / Construction Support**	30 days	Mon 10/3/22	Fri 11/11/22	34



AMENDMENT NO. 2 TO PROFESSIONAL SERVICES AGREEMENT (C00660) FOR THE DESIGN OF SUN LAKES BOULEVARD EXTENSION BY AND BETWEEN THE CITY OF BANNING AND ALBERT A. WEBB ASSOCIATES

THIS AMENDMENT NO. 2 TO THE AGREEMENT FOR PROFESSIONAL DESIGN SERVICES ("Amendment No. 2") by and between the **CITY OF BANNING** ("City") and **ALBERT A. WEBB ASSOCIATES**, a California Corporation ("Consultant") is effective as of this day: _____.

RECITALS

A. City and Consultant entered into that certain Agreement for Professional Design Services dated June 23, 2020 ("Agreement") whereby Consultant agreed to provide Design Services for the Design of Sun Lakes Boulevard Extension following a Request for Proposals for an amount not to exceed Five-Hundred Forty-Eight Thousand Four Hundred Sixteen Dollars and Five Cents ($548,416.05). The agreement included a 10% Contingency of Fifty Four Thousand Eight Hundred Forty One Dollars and Sixty One Cents ($54,841.61) for a total contract amount of Six Hundred Three Thousand Seven Hundred Twenty Five Dollars and Sixty Six Cents ($603,725.66) The Term of the Agreement was to commence on June 23, 2020, and continue in full force and effect until October 3, 2022.

B. On February 11, 2022, Public Works Department approved a change order to the Professional Services Agreement with Albert A. Webb Associates, Inc. for out-of-scope work including coordination with Western Riverside County Regional Conservation Authority (RCA) in the amount of $24,983.25, leaving a contingency balance of $29,858.36.

C. On March 21, 2022, Public Works Department approved a change order to the Professional Services Agreement with Albert A. Webb Associates, Inc. for the preparation of a sediment transport analysis (out of scope) in the amount of $5,974.88, leaving a contingency balance of $23,883.48.

D. On August 23,2022 City Council adopted City Council Resolution 2022-106 which authorized the increase in compensation for services provided under the Agreement by One Hundred Twenty-Nine Thousand Four Hundred Dollars ($129,400.00).

E. On October 11, 2022, City Council Adopted City Council Resolution 2022-139 to rescind Resolution 2022-106 and amend the Agreement to include additional compensation in the amount of One Hundred Forty-Eight Thousand Two Hundred Twenty-Two Dollars ($148,222.00) for a new contract total of Seven Hundred Fifty-One Thousand Nine Hundred Forty-Seven Dollars and Sixty-Six Cents ($751,947.66) and to extend the term of the Agreement through June 30, 2024.

F. City and Consultant now desire to amend the Agreement to modify the Scope of Services, extend the Term of the Agreement to June 30, 2025, and increase the Contract Sum by Four Hundred Ninety-Six Thousand Seventy-Nine Dollars ($496,079.00) for a total not to exceed amount of One Million Two Hundred Forty-Eight Thousand Twenty-Six Dollars and Sixty-Six

Cents ($1,248,026.66).

TERMS

1. **Contract Changes**. The Agreement is amended as provided herein.

(a) Section 2.1 – "Contract Sum" of the Agreement is amended to provide that Consultant's total compensation shall not to exceed One Million Two Hundred Forty-Eight Thousand Twenty-Six Dollars and Sixty-Six Cents ($1,248,026.66).

(b) Section 3.4 – "Term" of the Agreement is hereby amended to extend the Agreement term to June 30, 2025.

(c) Section 1.1, Exhibit "A" and Exhibit "D" - The Scope of Services as set forth in Section 1.1 of and Exhibit A to the Agreement is hereby amended to include the Services set forth in Attachment 1, attached hereto and incorporated herein.

2. **Continuing Effect of Agreement**. Except as amended by this Amendment No. 2 , all provisions of the Agreement as amended by Amendment Nos 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 Amendments Nos. 1 through 2 to the Professional Services Agreement. In the event of a conflict between the provisions of this Amendment No. 1 and the provisions of the Agreement or Amendments No. 1 through 2, the provisions of this Amendment No. 2 shall control.

3. **Affirmation of Agreement; Warranty Re Absence of Defaults**. City and Consultant each ratify and reaffirm each and every one of the respective rights and obligations arising under the Agreement. Each party represents and warrants to the other that there have been no written or oral modifications to the Agreement other than as provided herein. Each party represents and warrants to the other that the Agreement is currently an effective, valid and binding obligation.

4. **Adequate Consideration**. The parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment No. 2.

5. **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 Agreement, and (iv) the entering into this Amendment No. 2 does not violate any provision of any other Agreement to which said party is bound.

6. **Counterparts**. This Amendment No. [Insert amendment number] may be signed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument.

7. **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*]

IN WITNESS WHEREOF the Parties hereto have executed this Amendment No. 2 to the Agreement the day and year first hereinabove written.

CITY OF BANNING

Douglas Schulze, Date
City Manager

ATTEST:

Caroline Patton Date
Deputy City Clerk

APPROVED AS TO FORM:
Richards, Watson & Gershon

Serita R. Young Date
City Attorney

CONSULTANT

Dilesh Sheth Date
Vice President

NAME: Date
TITLE:

95-1723730
Tax ID No.

Address:
3788 McCray Street
Riverside, CA 92506

City Council Approval: _____

NOTE: PROOF OF AUTHORITY TO BIND CONTRACTING PARTY REQUIRED. APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONSULTANT'S BUSINESS ENTITY.

ALBERT A. WEBB ASSOCIATES

Corporate Headquarters
3788 McCray Street
Riverside, CA 92506
951.686.1070

Murrieta Office
41870 Kalmia Street #160
Murrieta, CA 92562
T: 951.686.1070

July 6, 2023

Mr. Patrick Safari
CIP Manager
City of Banning
99 E. Ramsey Street
Banning, CA 92220

RE: Request for Additional Engineering and Environmental Services for the Sun Lakes Blvd. Extension Project (C00660)

Dear Patrick,

Albert A. Webb Associates (WEBB) respectfully submit this change order for additional Engineering and Environmental Services for the revised alignment of the Sun Lakes Boulevard Extension Project (C00660). It is necessary to revise the alignment of this roadway as it is infeasible to obtain an easement from Kinder Morgan to place the road atop their existing high-pressure gas line.

WEBB has been contracted by the City of Banning to provide engineering and environmental services for the Sun Lakes Blvd. Extension Project. The following are out-of-scope additional task items to be provided by WEBB for the proposed revised alignment of Sun Lakes Boulevard:

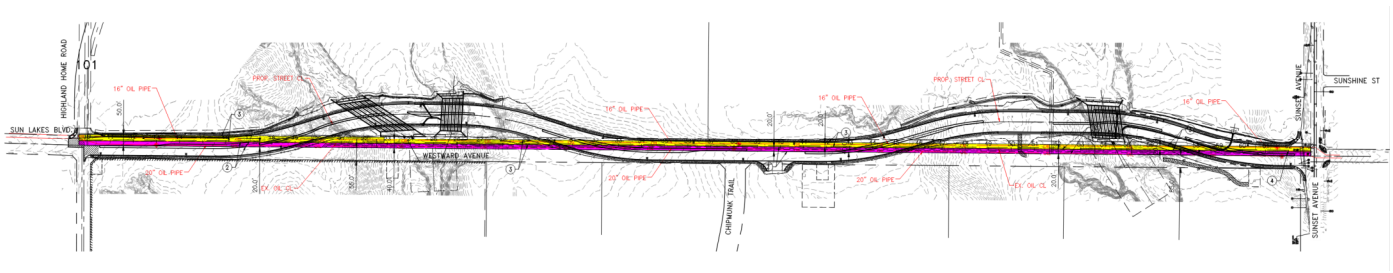
- Update final design plans and documents
- Revised CEQA Document
- Revised Technical Studies (Biological, Cultural, and Air Quality/GHG/Energy)
- Revised Jurisdictional Delineation and Permitting
- Utility coordination
- Project Management, Coordination, and Meetings

At this time, we are respectfully requesting compensation for the tasks already completed and the future tasks to be completed as outlined below.

EXHIBIT "A" SCOPE OF SERVICES

The proposed Sun Lakes Boulevard Extension project (Project) is a project that entails the construction of a new section of Sun Lakes Boulevard from Highland Home Road to Sunset Avenue. The proposed Project is approximately 5,400 linear feet (1.02 mile) long and 110 feet wide and will be constructed according to the City's General Plan Typical Section for an Arterial Highway.

Westward Avenue is a straight east-west unpaved dirt road between Highland Home Road and Sunset Avenue. Kinder Morgan has two fuel lines (16- and 20-inch diameters) in two 20-feet wide easements along Westward Avenue. The proposed Sun Lakes Boulevard curvilinear alignment overlaps Westward Avenue and Kinder Morgan easements, as shown in **Figure 1.** Initially, Kinder Morgan had no issue with roadway construction over their easements. Later, Kinder Morgan changed their policies to restrict roadway improvement over their lines and directed the City to realign Sun Lakes Boulevard to minimize the impact on Kinder Morgan fuel lines.



Sun Lakes Boulevard Circulation Plan Alignment
Figure 1

WEBB had already completed draft CEQA documents and associated technical studies and substantially completed final design plans, studies, and documents for the Project. Now, WEBB prepared a preliminary realignment of Sun Lakes Boulevard, as shown in **Figure 2**. Since the completion of the draft CEQA document and associated technical studies, the alignment for Sun Lakes Boulevard will be modified to an area that falls outside the previously surveyed areas in some places. Therefore, updates to the CEQA document and the relevant technical studies are needed now. In addition, redesigning all final design documents and update of studies and documents are needed.



Sun Lakes Boulevard Realignment to Minimize Impacts on Kinder Morgan Fuel Lines
Figure 2

Based on the feedback we received at the pre-application meeting with resource agencies on June 14, 2023, they understood the Kinder Morgan easement challenges. They agreed with the City to allow roadway realignment, as shown in Figure 2 above.

The City has received substantial funds for the Project and would like to move forward as soon as possible to meet the funding deadlines. The following is our understanding of the Project to complete the PS&E:

1. Drainage Report and Storm Drain Improvement Plans - Minor updates to the drainage report will be required. Storm drain alignments and elevations will remain the same; minor changes may be needed. Headwall and wing wall changes will be required to match the street improvement plans. Plans will be submitted for 90%, 100%, and approval.

2. Street Improvement Plans – Try to hold the profile over the storm drains. Revise street improvement plans and profiles for the realignment. Redesign and detail out 7-ADA ramps. No driveways, ADA ramps, and curb ramps will be provided along the alignment. We will provide AC berm at the proposed driveways per City's request. We will be submitted for 90%, 100%, and approval.

3. Signing & Striping Plans – Revise plans per the realignment and submit for 90% and 100% for approval.

4. Street Light Location Plans – Revise street light location plans per the revised alignment and submit for approval for 90% and 100%. The City will prepare street light conduit and conductor plans.

5. Landscape and Irrigation Plans – Because of budget constraints, the City decided not to landscape the parkway and median at this time, so an update of plans will not be required. The City would like to install sleeves with the Project to avoid future trenching across the pavement. The conduit sleeves will be shown on the street improvement plans.

6. Coordination with the Developer – The City will coordinate with the developer. WEBB will not be required to attend meetings and provide coordination with the developer. WEBB's scope of work includes legal & plats and exhibits needed to obtain right-of-way and easement for the roadway and storm drain improvement. The developer will analyze any impact on future development.

7. Potholing – We will prepare an exhibit for approximately 40 potholes. The City will coordinate and hire a potholing contractor to perform the work. WEBB will conduct the field survey and collect data points set by the potholing contractor.

8. Coordination with Kinder Morgan – Even with the roadway realignment, approximately 500' on both ends will impact Kinder Morgan fuel lines. We have estimated our effort under utility coordination and meetings. It is very hard to predict the effort required to estimate effort to obtain Kinder Morgan approval and to meet the Federal Energy Regulatory Commission (FERC) requirements. We have added optional items and a budget to provide additional effort if needed.

9. Out-of-scope services – We will obtain authorization from the City for the out-scope services before beginning out-of-scope tasks.

Our scope of services is as follows:

Task 1 – Update Final Design Plans, Studies, and Documents

1.1 – Street Improvement Plans

Additional work includes the following items:

a. Update of horizontal alignment to minimize impacts to Kinder Morgan fuel lines.
b. Update the vertical centerline, curbs, and right-of-way profiles.
c. Update grading limits. The grading limits will consider cut and fill amounts, environmental impact, and resources.
d. Revise raised medians layout and profiles
e. Update sidewalks, ADA ramps, and driveways design and details.
f. Review utility adjustment and relocation and update plans and construction notes.

1.2 – Storm Drain System Design

The approved scope and budget for the Project included a task for the development of a preliminary roadway drainage design and tasks for a final drainage report and storm drain plans. The preliminary drainage design task included a preliminary hydrology and hydraulic analysis, preliminary scour calculations, preliminary plans, and a preliminary drainage report. The preliminary design was completed and submitted in November of 2020.

After the preliminary design was completed, concerns were raised by the resource agencies, which necessitated a sediment transport study be prepared for the Project. This study was completed and concluded that revisions to the culvert configuration were needed to address those concerns. WEBB's efforts to coordinate with the sediment transport study engineer and develop a revised design concept were covered under both a separate approved change order and the remaining preliminary design task budget. A change order was also approved by the City to update the plans based on the revised concept. This change order included updating the drainage report, update of the drainage plan sheets, and preparation of structural details and calculations.

As WEBB was proceeding with the updates to the design, input was received from Kinder Morgan stating that the drainage outlet structures would not be permitted within their easement. WEBB was then directed to stop work while the City coordinated with Kinder Morgan. WEBB was authorized by the City in January 2023 to proceed. An additional redesign of the outlet structures was completed to ensure that they did not encroach into the easement as requested.

After the redesign was substantially complete, WEBB was given direction to realign the street to minimize the impact on the existing Kinder Morgan easement. This change will require a redesign of the channel inlet and outlet structures, a redesign of the street storm drains, and a redesign of the intercept drain on the northerly side of the street. The drainage plans will also need to be redrafted. The hydraulic calculations (HEC-RAS, WSPG, etc) and drainage report will also need to be updated for these changes. The structural design work that has been started will also need to be redone. Added to this work is also an update to the preliminary geotechnical report to provide all the parameters needed to finalize the structural design calculations.

1.2.1 - Final Drainage Report Update - Additional work items include:

a. Due to road realignment, update the HEC-RAS model for updated inlet/outlet configuration.
b. Update WSPG calculations for culverts, new street storm drains, and intercept drain designs.
c. Update report text and exhibits to reflect revised road alignment.
d. Address additional plan check comments.

1.2.2 – Storm Drain Plan Update – Additional work items include:

a. Update the design and plan details for the outlet structures to avoid the Kinder Morgan easement.
b. Update design and plans due to the road realignment (channel inlet and outlets, street storm drain, northerly intercept ditch, and appurtenances).
c. Coordination with WEBB environmental team for the information requested and/or needed.

1.2.3 - Structural Design Details - Additional work items include:

a. Update structural calculations for revised inlet and outlet configuration.
b. Coordination with the geotechnical engineer for information required for structural design.
c. Review of Geotechnical report of adjacent development provided by City.
d. Update of Preliminary Geotechnical report by sub-consultant.

1.2.4 – Assessment of Potential Sediment Transport Impact - Additional work items include:

A study is to be conducted to assess the potential sediment transport impacts associated with the improvement of Sun Lakes Boulevard. The proposed road improvements involve the addition of several new culvert crossings that are to be constructed upstream of two existing dry weather crossings. The proposed culvert crossings have increased in size since the hydraulic assessment previously conducted by Northwest Hydraulic Consultants (NHC) in 2021. The existing dry weather crossings are to remain in place with the proposed road improvement plan.

Impacts on sediment transport will depend on the configuration proposed for the new crossings. A high-level assessment of the potential effects will be completed through a comparison of hydraulic characteristics pre- and post-project.

We will evaluate (existing conditions models, also developed previously provided for the 2021 NHC study) 2D model hydraulic models (HEC-RAS) of the proposed improvement plan.

Assumptions:

a. The Resource Agencies are currently reviewing the HEC-RAS model prepared for the revised culvert concept. WEBB will proceed with the final design phase ahead of Resource Agency approval under the assumption that they will not have any comments that will impact the culvert design or analysis. This additional budget request does not include any additional changes to the culvert analysis or design resulting from future Resource Agency comments.
b. It is assumed that the Caltrans Standard Detail D81 for double-cell reinforced concrete boxes can be utilized for the multi-cell boxes required for this Project, and no special structural design is required for these culverts.
c. The final plans and analysis will be designed with the assumption that the future Sunset Crossing project will be designed and built after the roadway project is completed. This additional budget request does not include any additional design or analysis required to assess changes to the roadway design or hydraulic analysis based on this future Project. It also assumes that drainage facilities for the Sunset Crossroads property (outside of the street right of way) will be designed and constructed by the developer's plans and is not a part of the road project scope.

1.3 – ROW and Easement Documents

We will prepare and update fourteen (14) documents needed for additional right-of-way and easements.

1.4 – Signing & Striping Plans

Update signing & striping plans for the revised alignment.

1.5 – Street Light Location Plans

a. Update street light location plans for the revised alignment.

1.6 – Specifications

The City will provide us with its boilerplate Technical Provisions in Microsoft Word format. We will compile the project specifications, including the project-specific scope of work in the Technical Specifications, and provide Special Technical Provisions beyond the City's Standard Technical Provisions. With each submittal, WEBB will provide a bid schedule, special provisions, and technical specifications. The specifications shall be signed by a Civil Engineer registered in the State of California as complete and ready for bidding purposes and awarding contracts for construction for the improvements. The latest edition of the Greenbook (Standard Specifications for Public Works Construction and subsequent amendments) will be used on the Project, except for the signing/striping elements. The City and Caltrans Standard Specifications will be used for these improvements. The City will prepare the bid book.

1.7 - Cost Estimates

We will provide a construction quantity and cost estimate with each submittal of plans. The unit costs shall be based upon the most current cost information for recent similar projects in the area compiled by us and approved by the City. The estimated items of work with quantities shall include, but not be limited to, itemizing all removals, clearing and grubbing, relocations, sidewalk, curb & gutter, driveway approaches, Asphalt Concrete (AC), utility improvements, applying/painting of pavement legends & striping, signs, traffic control, raised pavement markers, street lights in City limits, storm drain improvements, and project identification and completion signs. The estimates will also include probable costs for utility relocations, right-of-way, and temporary construction easements.

Task 3 – Revised Environmental Documentation

Since the completion of the draft CEQA document and associated technical studies, the alignment for Sun Lakes Boulevard has been modified to an area that, in some places, falls outside the previously surveyed areas. Therefore, updates to the CEQA document and the relevant technical studies are needed at this time.

3.1 - Revised Cultural Resources Study – Additional work items include:

a. Applied Earthworks (AE), WEBB's cultural resources subconsultant will conduct a complete and intensive cultural resource survey of the additional Project acreage. Two previously documented cultural resources (a large farm/ranch complex and a large historic water-control complex) are located within the expanded Project area. AE will confirm the location of these previously identified resources in proximity to the expanded Project area and assess their current condition.

b. AE will update the *Phase I Cultural Resources Assessment* (*Phase I CRA*) and paleontological memorandum to include the additional Project acreage, as well as add language regarding federal funding. This scope includes two rounds of comments following the City review of the draft updated *Phase I CRA* and no major revisions will be required. The draft updated *Phase I CRA* and paleontological memorandum will be submitted electronically in MS Word format for ease of review; the final updated *Phase I CRA* and paleontological memorandum will be submitted electronically as a PDF file.

3.2 - Revised Biological Resources Studies – Additional work items include:

a. WSP USA Environment & Infrastructure Solutions (WSA),[1] WEBB's biological resources subconsultant will revise the figures and exhibits, recalculate impacts, and update the previously finalized versions of the following reports to include the revised street alignment (Project footprint). The updated draft reports listed below will be submitted electronically for ease of review; the final revised reports will be submitted electronically as PDF files.

1. *Habitat Assessment/Western Riverside County Multiple Species Habitat Consistency Analysis,*
2. *Focused Burrowing Owl Survey,*
3. *Narrow Endemic and Criterial Area Plants Survey,*
4. *Los Angeles Pocket Mouse Protocol Survey*
5. *Determination of Biologically Equivalent or Superior Preservation (DBESP)*
6. West and Dry Season Fairy Shrimp Survey Memo Update

3.3 - Additional Environmental Coordination – Additional work items include:

WEBB has expended all original budgets associated with coordination and meetings with the Regional Conservation Authority (RCA) and regulatory agencies (US Army Corps of Engineers, California Department of Fish and Wildlife, Regional Water Quality Control Board and US Fish and Wildlife Service). Given that a meeting has been scheduled for June 14, 2023 with the RCA and regulatory agencies, and since there will be pre- and post- meeting coordination needed with the City and WEBB Team, additional request for budgets to do this meeting, along with more frequent coordination with the City as the revised CEQA document is underway, will also be needed.

3.4 – Revised Environmental (CEQA) Documentation – Additional work items include:

The Initial Study/Mitigated Negative Declaration (IS/MND) in addition to the CEQA notices for the original proposed alignment have been prepared. The IS/MND was ready to be released in January 2024 for public review prior to the decision to revise the Project alignment. Because the Project footprint has changed and revised biological resources reports, cultural report, and jurisdictional delineation must be prepared, additional budget is needed to revise and complete processing the IS/MND for public review through the Final MND phase. We are asking for an additional task authorization to complete this task since the budget originally allocated has been expended.

This scope does not include updating the air quality/greenhouse gas analysis completed in November 2021, which was prepared using the California Emissions Estimator Model® version 2020.4.0 (CalEEMod) model. The California Air Pollution Control Officers Association (CAPCOA) released CalEEMod version 2022.1 in December 2022. However, WEBB is not proposing to redo the air quality/greenhouse gas analysis using

[1] Wood Environment Infrastructure Solutions, Inc. was acquired by WSP.

the new model because: (i) the analysis was completed before the new model was released; (ii) there are no substantial changes to the Project that would warrant remodeling construction impacts; (iii) this is a capital improvement project; and (iv) and the results of the original air quality/greenhouse gas analysis were well below the numeric thresholds that would indicate a potentially significant impact. In the event comments are received during the public review period for the IS/MND, WEBB would address that in the responses to comments and explain the rationale for not remodeling the Project's air quality/greenhouse gas emissions.

Task 4 - Jurisdictional Delineation and Permitting

The original field surveys for the jurisdictional delineation (JD) were completed summer 2021, exhibits prepared, impacts calculated, and these results were presented to the resource agencies. WEBB will update the previous JD, to cover the new areas proposed by the revised Project alignment, including a 100-foot survey buffer. Specifically, WEBB will update the existing JD report with regulatory changes that have occurred since preparation of the original 2021 JD report. Following the literature review update, WEBB will conduct a one-day site visit to the revised Project site to document suspected wetlands and non-wetland waters of the U.S, waters of the State located outside federal jurisdiction, and streambed according to Fish and Game Code.

Waters of the U.S. will be evaluated using the methodology set forth in the guidelines provided in the *Corps of Engineers Wetlands Delineation Manual* (1987), the *2008 Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Arid West Region* (Version 2.0), and the *2008 Field Guide to the Identification of the Ordinary High Water Mark (OHWM) in the Arid West Region of the Western United States*. Potential Waters of the State that are outside of federal jurisdiction will be identified following the *Procedures for Discharges of Dredged or Fill Material to Waters of the State. Fish and Game Code,* Section 1600 et al streambed will be identified as the bank-to-bank where the active streambed shows the fullest expression on the landscape.

After the site-visit is completed, WEBB will update the JD report with the new data collected from the site visit including tables, figures, and impacts discussion. The report will be prepared following the 2017 U.S Army Corps of Engineers (USACE), *Minimum Standards for Acceptance of Aquatic Resources Delineation Reports*. The JD report will provide an analysis and discussion of the existing site conditions, methods, and results of the delineation, including details such as soil types, hydrology, and vegetation present on the site. The report will also provide a discussion of the impacts proposed to any jurisdictional areas, including photographs and exhibits depicting any jurisdictional features.

Task 5 – Utility Coordination and Additional Field Survey for Potholing (Time and Material Basis)

WEBB will Identify all known utilities that potentially conflict with the planned project improvements and determine special requirements for facilities, including protection, relocation, right-of-way easements, and construction. WEBB will coordinate with utility companies to schedule the relocation of the utilities before the start of construction.

a. Coordinate with Kinder Morgan to construct Sun Lakes Boulevard for segments east of Highland Home Road and west of Sunset Avenue.
b. Coordinate with City to relocate power poles and guy anchors and adjust electrical vaults.
c. Coordinate with the City for relocation and adjustment of water valves, fire hydrants, blow-offs, air vacuum, and sewer manholes.
d. Coordinate with the Gas Company to relocate and adjust gas valves and electronic gas station.

e. Coordinate with telecommunication companies for the adjustment of telecommunication manholes.
f. Attend six (6) meetings with utility companies.
g. We will prepare an exhibit for approximately 40 potholes. The City will coordinate and hire a potholing contractor to perform the work. WEBB will conduct the field survey and collect data points set by the potholing contractor.

Task 6 – Project Management, Coordination, and Meetings (Time and Material Basis)

We will schedule and attend meetings as follows:

a. Project Development Team (PDT) meetings – We estimate twelve (12) meetings
b. Environmental meetings - We estimate six (6) meetings

We will schedule, chair, and prepare meeting agendas and meeting minutes. The agendas will be submitted to the City for review one working day before the meeting. The minutes will be distributed to all attendees, everyone invited, and the City's Project Manager within five working days after the meeting. The minutes shall include but are not limited to a list of attendees with phone numbers and contact emails, a summary of discussion items, a decision log, ROW/Utility Tracking Sheets, any pertinent information, and follow-up to action items.

We will update project schedules. The project schedules will be divided into tasks and subtasks in full detail, including the City function timeline, critical path, and outside sources such as agencies or utilities.

Task 7 – Engineering Support Services for Environmental Documentation, Jurisdictional Delineation, and Permitting (Time and Material Basis)

We have been providing out-of-scope services for the realignment of the roadway and coordination with the City and resource agencies.

We will provide engineering support services for environmental documentation, jurisdictional delineation, and permitting.

Optional Task 8 – Additional Work for Kinder Morgan (Time and Material Basis)

Even with the roadway realignment, approximately 500' on both ends will impact Kinder Morgan fuel lines. We have estimated our effort under utility coordination and meetings. It is very hard to predict the effort required to estimate effort to obtain Kinder Morgan approval and to meet the Federal Energy Regulatory Commission (FERC) requirements. Any additional effort required beyond estimated under the utility coordination and meetings, with the approval of the City, WEBB will provide additional support services.

EXHIBIT "B" COMPENSATION FOR SCOPE OF SERVICES

Total fees for services shown in the Scope of Services (Exhibit "A") shall not exceed **$496,079** without prior authorization from the client. If the optional Task 7 is to be conducted, the total shall be provided on a time and materials basis not to exceed **$516,079** after City authorization for the task. We propose to provide details in Exhibit "A" for an initial Time & Materials fee to be billed monthly in accordance with the attached fee schedule.

Task budgets are estimates and may be used interchangeably to stay within the budget total. Any additional services requested outside this scope will be provided under separate contract addenda for additional fees.

Charges for deliveries, printing, copying, mileage, postage, outside services, and for coordination or other services not specifically listed in the scope of work (Reimbursable Expenses) will be billed on a time and material basis in accordance with our Schedule of Fees. Checking and/or filing fees are not included in this contract and shall be paid directly to the appropriate governmental agency by the client.

If you find this request acceptable, please issue contract amendment #1 with the current dollar amount to the Final Engineering Services contract dated June 23, 2020. We appreciate this opportunity to serve your firm and look forward to hearing from you. If you have any questions regarding this proposal, don't hesitate to contact me at 951-830-4305.

Sincerely,

ALBERT A. WEBB ASSOCIATES



Dilesh Sheth, PE / TE
Senior Vice President

Attachment "1"

Exhibit B

Additional Engineering and Environmental Services for the Sun Lakes Blvd. Extension Project (C00660)

Item	Description	Stephanie Standerfer	Cheryl DeGano	Autumn DeWoody	Marshall Paymard	Field Biologist	Virginia Waters	Jacqueline Gamboa	Joseph Caldwell	Eric Hays	Ranjit Singh	Nathan Armendariz	Dilesh Sheth	Nicholas Keller	Joy Schwiebert	Son Le	Deborah Saulina	Danielle Logsdon	Jason Ardery	Michael Johnson	Linda Bouschet	Jon Ros	Andres Lopez	Party Chief/2-Person Survey Crew	Total Hours	Subtotal - Labor	Sub-consultant budget	Total/task
	Classification	Principal II	Principal II	Associate II	Associate II	Assistant II	Assistant II	Assistant II	Principal II	Principal I	Senior III	Assistant V	Principal II	Senior I	Assistant V	Associate II	Assistant III	Senior III	Principal II	Principal II	Associate III	Senior II	Senior I	Party Chief/2-Person				
	Billout Rate	$ 293	$ 293	$ 197	$ 197	$ 135	$ 135	$ 135	$ 293	$ 279	$ 252	$ 173	$ 293	$ 232	$ 173	$ 197	$ 144	$ 252	$ 293	$ 293	$ 208	$ 240	$ 232	$ 302				
Task 1 - Update Final Design Plans, Studies, and Documents									**24**	**62**	**168**	**430**	**30**	**208**	**108**	**48**	**60**	**110**	**8**	**16**	**110**	**14**			**1396**	**$ 295,874**	**$ 6,600**	**$ 302,474**
1.1	Street i\Improvement Plans																									$ -	$ -	$ -
	Update Street i\Improvement Plans												12	200			12	40							**264**	$ 61,724	$ -	$ 61,724
	Redesign ADA Ramps (7)												2		70			12							**84**	$ 15,720	$ -	$ 15,720
1.2	Storm Drain System Design																											
	1.2.1 - Final Drainage Report Update								8		20	50	2		8		4	4							**96**	$ 19,588	$ -	$ 19,588
	1.2.2 - Storm Drain Plan Update								8	40	120	300	2				4	4							**478**	$ 97,814	$ -	$ 97,814
	1.2.3 - Structural Design Details									2	4	80	2				4	4							**96**	$ 17,576	$ -	$ 17,576
	1.2.4 - Assessment of Potential Sediment Transport Impact								8	4	8		2				4	4							**30**	$ 7,646	$ 6,600	$ 14,246
1.3	ROW and Easement Documents (14)													8			8	8	8	16	110	14			**172**	$ 38,296	$ -	$ 38,296
1.4	Signing and Striping Plans														6	40	4								**50**	$ 9,494	$ -	$ 9,494
1.5	Street Light Plans														16		4								**20**	$ 3,344		$ 3,344
1.6	Specifications									8	8		4				8	20							**48**	$ 11,612	$ -	$ 11,612
1.7	Cost Estimate									8	8		4		8	8	8	14							**58**	$ 13,060	$ -	$ 13,060
Task 3 - Revised Environmental Documentation		**56**	**108**	**8**				**68**																	**240**	**$ 58,808**	**$ 17,820**	**$ 76,628**
3.1	Revised Cultural Resources Study		4					4																	**8**	$ 1,712	$ 3,520	$ 5,232
3.2	Revised Biological Resources Studies		4					4																	**8**	$ 1,712	$ 14,300	$ 16,012
3.3	Additional Environmental Coordination	40	60																						**100**	$ 29,300	$ -	$ 29,300
3.4	Revised CEQA Documentation	16	40	8				60																	**124**	$ 26,084	$ -	$ 26,084
Task 4 - Jurisdictional Delineation and Permitting		**28**	**20**	**89**	**74**	**12**	**16**																		**239**	**$ 49,955**	**$ -**	**$ 49,955**
4.1	Revised Survey, Mapping, Impact Calculation, Report Preparation, and Regulatory Permitting (includes optional UAV Remote sensing updates)	28	20	89	74	12	16																		**239**	$ 49,955	$ -	$ 49,955
Task 5 - Utility Coordination and Additional Field Survey for Potholing (T&M)													**6**	**6**	**6**		**16**	**10**		**2**			**4**	**8**	**58**	**$ 12,942**	**$ -**	**$ 12,942**
5.1	Utility Coordination & Meetings (6)												6		6		12	6							**30**	$ 6,036	$ -	$ 6,036
5.2	Additional Survey for Potholing													6			4	4		2			4	8	**28**	$ 6,906		$ 6,906
Task 6 - Project Management, Coordination & Meeting (T&M)													**26**		**12**		**30**	**42**							**110**	**$ 24,598**	**$ -**	**$ 24,598**
6.1	Project Management and Coordination												8					12							**20**	$ 5,368	$ -	$ 5,368
6.2	PDT Meetings (Estimate 12)												12		12		24	24							**72**	$ 15,096	$ -	$ 15,096
6.3	Environmental Meetings (estimate 6)												6				6	6							**18**	$ 4,134	$ -	$ 4,134
Task 7 - Engineering Support Services for Environmental Documentation, Jurisdictional Delineation, and Permitting (T&M)		**8**	**8**						**24**		**16**	**16**	**14**		**28**			**8**							**122**	**$ 29,482**	**$ -**	**$ 29,482**
7.1	Realignment and Pre-Coordination with Agencies	8	8						8		8		6		12										**50**	$ 12,882	$ -	$ 12,882
7.2	Engineering Support Services for Environmental Documentation, Jurisdictional Delineation, and Permitting								16		8	16	8		16			8							**72**	$ 16,600	$ -	$ 16,600
Total		**92**	**136**	**97**	**74**	**12**	**16**	**68**	**48**	**62**	**184**	**446**	**76**	**214**	**154**	**48**	**106**	**170**	**8**	**18**	**110**	**14**	**4**	**8**	**2165**	**$ 471,659**	**$ 24,420**	**$ 496,079**
Optional Task 8 - Additional Work for Kinder Morgan (T&M)																										**$ -**	**$ 20,000**	**$ 20,000**
8.1	Additional Work for Kinder Morgan																									$ -	$ 20,000	$ 20,000

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AMENDMENT NO. 3 TO PROFESSIONAL SERVICES AGREEMENT (C00660) FOR THE DESIGN OF SUN LAKES BOULEVARD EXTENSION BY AND BETWEEN CITY OF BANNING AND ALBERT A. WEBB ASSOCIATES

THIS AMENDMENT NO. 3 TO THE PROFESSIONAL SERVICES AGREEMENT FOR SERVICES ("Amendment No. 3") by and between the **CITY OF BANNING** ("City") and **ALBERT A. WEBB ASSOCIATES**, a California Corporation ("Consultant") is effective as of this day: 1/6/2025.

RECITALS

A. City and Consultant entered into that certain Agreement for Professional Design Services dated June 23, 2020 ("Agreement") whereby Consultant agreed to provide Design Services for the Design of Sun Lakes Boulevard Extension following a Request for Proposals for an amount not to exceed Five-Hundred Forty-Eight Thousand Four Hundred Sixteen Dollars and Five Cents ($548,416.05). The agreement included a 10% Contingency of Fifty-Four Thousand Eight Hundred Forty One Dollars and Sixty-One Cents ($54,841.61) for a total contract amount of Six Hundred Three Thousand Seven Hundred Twenty Five Dollars and Sixty Six Cents ($603,725.66) The Term of the Agreement was to commence on June 23, 2020, and continue in full force and effect until October 3, 2022.

B. On February 11, 2022, Public Works Department approved a change order to the Professional Services Agreement with Albert A. Webb Associates, Inc. for out-of-scope work including coordination with Western Riverside County Regional Conservation Authority (RCA) in the amount of $24,983.25, leaving a contingency balance of $29,858.36.

C. On March 21, 2022, Public Works Department approved a change order to the Professional Services Agreement with Albert A. Webb Associates, Inc. for the preparation of a sediment transport analysis (out of scope) in the amount of $5,974.88, leaving a contingency balance of $23,883.48.

D. On August 23,2022 City Council adopted City Council Resolution 2022-106 which authorized the increase in compensation for services provided under the Agreement by One Hundred Twenty-Nine Thousand Four Hundred Dollars ($129,400.00).

E. On October 11, 2022, City Council Adopted City Council Resolution 2022-139 to rescind Resolution 2022-106 and amend the Agreement to include additional compensation in the amount of One Hundred Forty-Eight Thousand Two Hundred Twenty-Two Dollars ($148,222.00) for a new contract total of Seven Hundred Fifty-One Thousand Nine Hundred Forty-Seven Dollars and Sixty-Six Cents ($751,947.66) and to extend the term of the Agreement through June 30, 2024.

F. On October 23, 2023, City and Consultant amended the Agreement to modify the Scope of Services, extend the Term of the Agreement to June 30, 2025, and increase the Contract Sum by Four Hundred Ninety-Six Thousand Seventy-Nine Dollars

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($496,079.00) for a total not to exceed amount of One Million Two Hundred Forty-Eight Thousand Twenty-Six Dollars and Sixty-Six Cents ($1,248,026.66).

G. City and Consultant now desire to amend the Agreement to extend the Term of the Agreement to June 30, 2026.

The Parties therefore agree follows:

1. Amended Terms. The Agreement is hereby amended as follows:

1.1 The Term of the Agreement, as set forth in Section 3.4 of the Agreement, is hereby extended through June 30, 2026, unless sooner terminated or extended as provided in the Agreement.

2. Miscellaneous Provisions

2.1 Continued Effect of Agreement. Except as amended by this Amendment No. 3, all provisions of the Agreement, as amended by Amendment Nos. 1, 2, and 3, shall remain unchanged and in full force and effect. From and after the date of this Amendment No. 3, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement, as amended by Amendment Nos. 1 through 3. In the event of a conflict between the provisions of this Amendment No. 3 and the provisions of the Agreement or Amendments No. 1 through 3, the provisions of this Amendment No. 3 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. 3.

2.3 Authority. The persons executing this Amendment No. 3 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. 3 on behalf of said party, (iii) by so executing this Amendment No. 3, such party is formally bound to the provisions of this Amendment No. 3, and (iv) entering into this Amendment No. 3 does not violate any provision of any other agreement to which said party is bound.

2.4 Counterparts. This Amendment No. 3 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

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to verify that the Parties have executed this Agreement and such other documents transmitted by the Parties.

[*SIGNATURE PAGE FOLLOWS*]

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The Parties are signing this Amendment No. 3 the date stated in the introductory clause.

CITY OF BANNING	CONSULTANT
Douglas Schulze, City Manager	NAME: Stephanie Standerfer TITLE: Vice President
City Council Approval: __n/a_____	NAME: TITLE:

ATTEST:

Caroline Patton
Administrative City Clerk

NOTE: PROOF OF AUTHORITY TO BIND CONTRACTING PARTY REQUIRED. APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONSULTANT'S BUSINESS ENTITY.

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AMENDMENT NO. 4 TO PROFESSIONAL SERVICES AGREEMENT (C00660) FOR THE DESIGN OF SUN LAKES BOULEVARD EXTENSION BY AND BETWEEN CITY OF BANNING AND ALBERT A. WEBB ASSOCIATES

THIS AMENDMENT NO. 4 TO THE PROFESSIONAL SERVICES AGREEMENT FOR SERVICES ("Amendment No. 4") by and between the **CITY OF BANNING** ("City") and **ALBERT A. WEBB ASSOCIATES**, a California Corporation ("Consultant") is effective as of this day: May 27, 2025.

RECITALS

A. City and Consultant entered into that certain Agreement for Professional Design Services dated June 23, 2020 ("Agreement") whereby Consultant agreed to provide Design Services for the Design of Sun Lakes Boulevard Extension following a Request for Proposals for an amount not to exceed Five-Hundred Forty-Eight Thousand Four Hundred Sixteen Dollars and Five Cents ($548,416.05). The agreement included a 10% Contingency of Fifty-Four Thousand Eight Hundred Forty One Dollars and Sixty-One Cents ($54,841.61) for a total contract amount of Six Hundred Three Thousand Seven Hundred Twenty-Five Dollars and Sixty-Six Cents ($603,725.66). The Term of the Agreement was to commence on June 23, 2020, and continue in full force and effect until October 3, 2022.

B. On February 11, 2022, Public Works Department approved a change order to the Professional Services Agreement with Albert A. Webb Associates, Inc. for out-of-scope work including coordination with Western Riverside County Regional Conservation Authority (RCA) in the amount of $24,983.25, leaving a contingency balance of $29,858.36.

C. On March 21, 2022, Public Works Department approved a change order to the Professional Services Agreement with Albert A. Webb Associates, Inc. for the preparation of a sediment transport analysis (out of scope) in the amount of $5,974.88, leaving a contingency balance of $23,883.48.

D. On August 23,2022 City Council adopted City Council Resolution 2022-106 which authorized the increase in compensation for services provided under the Agreement by One Hundred Twenty-Nine Thousand Four Hundred Dollars ($129,400.00).

E. On October 11, 2022, City Council Adopted City Council Resolution 2022-139 to rescind Resolution 2022-106 and amend the Agreement to include additional compensation in the amount of One Hundred Forty-Eight Thousand Two Hundred Twenty-Two Dollars ($148,222.00) for a new contract total of Seven Hundred Fifty-One Thousand Nine Hundred Forty-Seven Dollars and Sixty-Six Cents ($751,947.66) and to extend the term of the Agreement through June 30, 2024.

F. On October 23, 2023, City and Consultant amended the Agreement to modify the Scope of Services, extend the Term of the Agreement to June 30, 2025, and increase the Contract Sum by Four Hundred Ninety-Six Thousand Seventy-Nine Dollars

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($496,079.00) for a total not to exceed amount of One Million Two Hundred Forty-Eight Thousand Twenty-Six Dollars and Sixty-Six Cents ($1,248,026.66).

G. On January 6, 2025, City and Consultant amended the Agreement to extend the Term of the Agreement to June 30, 2026.

H. City and Consultant now desire to amend the Agreement to modify the Scope of Services,and increase the Contract Sum to One Million Three Hundred Five Thousand One Hundred Six Dollars and Sixty-six Cents. ($1,305,106.66).

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. 4 shall not exceed Fifty-Seven Thousand Eighty Dollars ($57,080.00) thereby increasing the Contract Sum, as set forth in Section 2.1 of the Agreement, to One Million Three Hundred Five Thousand One Hundred Six Dollars and Sixty-six Cents. ($1,305,106.66).

Miscellaneous Provisions

2.1 Continued Effect of Agreement. Except as amended by this Amendment No. 43, all provisions of the Agreement, as amended by Amendment Nos. 1, 2, 3, and 4, shall remain unchanged and in full force and effect. From and after the date of this Amendment No. 4, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement, as amended by Amendment Nos. 1 through 4. In the event of a conflict between the provisions of this Amendment No. 4 and the provisions of the Agreement or Amendments No. 1 through 4, the provisions of this Amendment No. 4 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. 4.

2.3 Authority. The persons executing this Amendment No. 4 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. 4 on behalf of said party, (iii) by so executing this Amendment No. 4, such party is formally bound to the provisions of this Amendment No. 4, and (iv) entering into this Amendment No.

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4 does not violate any provision of any other agreement to which said party is bound.

1.3 Counterparts. This Amendment No. 4 may be signed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument.

1.4 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*]

Docusign Envelope ID: 01A08EE0-B9E7-4A85-B399-92075202D3D3

The Parties are signing this Amendment No. 4 the date stated in the introductory clause.

CITY OF BANNING

Robert Fisher

Robert Fisher,
Acting City Manager

City Council Approval: RESO 2025-068

ATTEST:

Caroline Patton
Administrative City Clerk

APPROVED AS TO FORM
Solvak, Baron, Empey, Murphy & Pinkney LLP

John Pinkney

John O. Pinkley
City Attorney

ALBERT A. WEBB ASSOCIATES, INC.

Stephanie Standerfer

NAME: Stephanie Standerfer
TITLE: Vice President

NAME:
TITLE:

NOTE: PROOF OF AUTHORITY TO BIND CONTRACTING PARTY REQUIRED. APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONSULTANT'S BUSINESS ENTITY.

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ATTACHMENT "1"

Docusign Envelope ID: 01A08EE0-B9E7-4A85-B399-92075202D3D3

ALBERT A. WEBB ASSOCIATES

2020-0126

February 28, 2025
Revised April 23, 2025

Patrick Safari, CIP Manager
City of Banning
99 E. Ramsey Street
Banning, CA 92220

Sent via email: psafari@banningca.gov

RE: Proposal for Contract Amendment No. 4 - Additional Environmental Services for Sun Lakes Boulevard Extension Project (PSA C00660)

Dear Patrick,

Pursuant to your request on February 6, 2025, and subsequent discussion on April 2, 2025, Albert A. WEBB Associates (WEBB) is pleased to provide you with this proposal for additional services for the Sun Lakes Boulevard Extension Project. WEBB is currently under contract with the City to obtain regulatory permits for the project from the California Department of Fish and Wildlife (CDFW) and the Regional Water Quality Control Board (RWQCB).

Said permits have requirements that the City will need to fulfill prior to construction of the project which are outlined below in Task 1. Biological reporting and monitoring that is required during construction are not included herein, but as we have discussed with you, we understand the City will include the permitting-related tasks during construction to be included in the City's forthcoming construction management contract.

Also included in this request is the City's obligation for compensatory mitigation related to impacts to jurisdictional waters which are required to be fulfilled within 18 months of impacts. Task 2 includes WEBB's assistance with the compensatory mitigation obligations.

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Scope of Work

Task 1: Biological Services During Construction

The Tasks below are related to the surveying and reporting requirements of the CDFW permit, RWQCB permit, as well as CEQA mitigation measures MM BIO-1 through MM BIO-4.[1] WEBB will subcontract with Osprey Environmental Associates (Osprey) to fulfill these requirements.

Preconstruction Nesting Bird Survey and Report (corresponds to CDFW Measures 2.11.1 and 4.4; CEQA MM BIO-1)

Osprey will conduct preconstruction nesting bird surveys if vegetation clearance occurs outside the recommended window (September 1 – February 1). Surveys will be performed within three (3) days prior to construction initiation to identify active nests within 100 feet of the project site. A survey report by a qualified biologist verifying nest status will be submitted to the City of Banning prior to construction. If active nests are identified, species-specific measures will be implemented to prevent nest abandonment.

Burrowing Owl Pre-Construction Inspection Survey and Report (corresponds to CDFW Measure 2.12.4 and CEQA MM BIO-2)

A single preconstruction burrowing owl survey will be conducted within 3 days of vegetation removal or ground disturbance. The survey will comply with the Western Riverside County Multiple Species Habitat Conservation Plan (MSHCP) and 2006 "Burrowing Owl Survey Instructions" and will cover entire the project site and within 150-meters. If burrowing owls are detected during the breeding season (February 1–August 31), a 300-foot buffer will be enforced around active burrows until nesting is complete. Following the survey, a burrowing owl pre-construction survey report will be prepared and submitted to WEBB in PDF format. The survey report will document the methods, results, and conclusion of the survey.

Crotch's Bumble Bee (corresponds to CEQA MM BIO-3)

- **Crotch's Bumble Bee Habitat Mapping and Report (corresponds to CDFW Measure 2.14)**

Osprey will conduct habitat mapping for the Crotch's bumblebee within the project footprint. Mapping will identify habitat alliances following Sawyer et al. (2009). Following field mapping and no less than 120 days prior to the initiation of activities Osprey will complete and submit to CDFW a baseline habitat mapping report. The report will identify species composition for each mapped alliance and will be submitted to CDFW.

- **Crotch's Bumble Bee Draft Survey Plan (corresponds to CDFW Measure 2.15.2)**

A qualified Osprey biologist will prepare and submit to CDFW for review and comment a draft survey plan for Crotch's bumble bee. The survey plan will identify the timing, number, and duration of survey efforts, and procedures to follow should Crotch's bumble bee be detected within the project area.

[1] There are a total of five mitigation measures for biological resources. MM BIO-5 is "Mitigation for Riparian/Riverine and Jurisdictional Impacts." WEBB's assistance with this is in Task 2, herein.

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The survey plan will be submitted no less than 90 days prior to initiation of project activities in suitable habitat.

- **Crotch's Bumble Bee Survey(s) and Report (corresponds to CDFW Measure 2.15.3)**

If habitat mapping identifies the presence of plants (e.g., genera *Antirrhinum, Phacelia, Clarkia, Cordylanthus, Dendromecon, Eschscholzia, Eriogonum, Hypericum, Lantana, Lupinus, Salvia, Asclepias, Cirsium, Monardella, Keckiella, Acmispon, Euthamia, Ehrendorferia, Vicia, and/or Trichostema*) or other suitable habitat (i.e. nesting, foraging, and overwintering habitat), Osprey will conduct focused surveys for the Crotch's bumblebee (CBB) following the approval and submittal of survey plan. Osprey will first conduct a literature review and records search for CBB occurrences within a 10-mile radius, utilizing the CDFW California Natural Diversity Database and iNaturalist. Following the literature review, Osprey will conduct on-site CBB surveys following the Survey Considerations for California Endangered Species Act Candidate Bumble Bee Species (CDFW 2023). These surveys will take place during the Colony Active Period (April-August) and when floral resources are available, ideally at peak bloom. A minimum of three surveys will be conducted, spaced 2-4 weeks apart between April and August. Surveys will be performed during daylight, beginning at least one hour after sunrise and ending at least two hours before sunset, ideally between 9:00 AM and 1:00 PM, with temperatures between 65°F and 90°F and wind speeds under 8 miles per hour. Each survey will cover at least one person-hour of search effort per three acres of suitable habitat.

Following the completion of the surveys, a report will be prepared summarizing the survey methods, findings, and conclusions. The report will also include a list of bee species observed and any accompanying photographs. Survey results will be submitted to CDFW before ground-disturbing activities begin. If an active CBB nest is detected, a no-disturbance buffer zone will be established, and CDFW will be notified.

Biological Worker's Environmental Awareness Program (WEAP) and Invasive Species Education Program (corresponds to CDFW Measures 2.8 and 2.8.1; CEQA MM BIO-4)

Osprey will develop and conduct a mandatory Biological Worker's Environmental Awareness Program (WEAP) training for all construction personnel. This training will cover key topics, including CBB, burrowing owls, rare plant species, and riparian/riverine features. WEAP training will be coordinated with the paleontological WEAP. A recorded training will be prepared and available.

Further, included in the WEAP will be an additional discussion of the invasive species currently present within the project site as well as those that may pose a threat to or have the potential to invade the Project site. The discussion will include a physical description of each species and information regarding their habitat preferences, local and statewide distribution, modes of dispersal, and impacts. The invasive species education program will also include a discussion of Best Management Practices (BMPs) to be implemented at the Project site to avoid the introduction and spread of invasive species into and out of the Project site.

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WEBB Management of Biological Services

WEBB has budgeted 40 hours to manage and coordinate with Osprey related to Task 1 including reviewing documents, and meeting with the City.

UAV (Drone) Survey(s) (Optional)

Osprey can provide a drone survey of the project area to generate a high-resolution orthomosaic basemap, offering a temporally and spatially accurate depiction of the project site as is currently prior to construction and post-construction. This updated imagery can serve as a key reference for stakeholders, ensuring precise visualization of project lands, roads, and planned or constructed infrastructure. The orthomosaic will enhance project planning, coordination, and decision-making by delivering highly accurate spatial and visual data. The flight will be conducted by an Osprey FAA-licensed Remote Pilot in Command (RPIC) and a visual observer, ensuring full compliance with FAA regulations. The drone data collection and subsequent GIS analysis will be used to support all of Osprey's reporting deliverables included herein. Deliverables will include a high-resolution orthomosaic base map, digital terrain model depicting project ground elevations, and a digital surface model depicting project surface elevations.

Although a temporally and spatially accurate orthomosaic basemap is informative and helpful, this optional service is not required in order to complete any of the aforementioned tasks.

Task 1 Assumptions

- None of the species identified above will be found on site.
- This scope includes one (1) in-person WEAP training. Any additional training sessions will require a separate scope and fee.
- Materials required for delineating Environmentally Sensitive Areas (ESAs) or establishing nesting buffers are not included in this proposal. The cost of these materials will be billed directly to the client if not provided by the City.
- The preparation of a Burrowing Owl Mitigation Plan is not included. If required, Osprey will provide a separate scope and fee for this task.
- This proposal does not cover small mammal trapping or the preparation of a small mammal trapping survey report. If required, Osprey will provide an additional scope and fee for these efforts.
- Assistance with securing an Incidental Take Permit (ITP) from CDFW is not included. If required, Osprey can provide a separate scope and fee for this task.

Task 2: WEBB Assistance with Offsite Compensatory Mitigation Fulfillment (corresponds to CDFW Measure 3.3; CEQA MM BIO-5)

WEBB has included 50 hours to help the City to set up its compensatory mitigation obligation utilizing an offsite mitigation site owned by the City located southeast of the City's wastewater treatment plant. We anticipate actions under this task will be to advise and support the City related to: finding a third party to hold a conservation easement/deed restriction(s) on the City's property (City to retain

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fee title), negotiate and find the City a third party land manager and assist City with said agreement, and finding an entity to provide a non-wasting endowment. We understand the City will take lead on each of these tasks; therefore this budget is for things like attending meetings to provide project background and making connections to facilitate the process.

Budget

Our proposed budget for the services listed herein will be billed on a Time and Materials basis according to our existing contract for a total not to exceed of **$57,080.**

Environmental Services

Task 1 - Biological Services	
Preconstruction Nesting Bird Survey and Report	$ 4,660
Burrowing Owl Pre-Construction Inspection Survey and Report	$ 6,230
Crotch's Bumble Bee Habitat Mapping and Report	$ 6,840
Crotch's Bumble Bee Draft Survey Plan	$ 4,350
Crotch's Bumble Bee Survey(s) and Report	$ 14,380
WEBB Management of Task 1 (40 hours)	$ 7,150
Optional UAV (Drone) Survey	$ 4,370
Task 2 - Management and Coordination for Offsite Mitigation	$ 9,100
TOTAL	**$ 57,080**

The following is a summary of original, current, and proposed authorizations according to our records.

WEBB Original Authorization:	$548,416.05 plus $54,841.61 contingency for total of $603,725.66
Change Order No. 1	$24,983.25 (subtracted from contingency)
Change Order No. 2	$5,974.88 (subtracted from contingency)
City Council Resolution 2022-106	$129,400 (rescinded)
City Council Resolution 2022-139	$148,222
Change Order No. 3	$496,079
Current Authorization	$1,248,026.66
Proposed Change Order	**$57,080**
Total WEBB Authorization with Proposed Change Order	$1,305,106.66

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If you find this request acceptable, please issue a contract amendment to our office. We appreciate this opportunity to be of service to the City and look forward to hearing from you. If you have any questions regarding this proposal, please call me at (951) 830-4305.

Sincerely,

ALBERT A. WEBB ASSOCIATES



Dilesh Sheth, PE, TE
Senior Vice President
Dilesh.Sheth@webbassociates.com

Copy: Stephanie Standerfer
Autumn DeWoody

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CHANGE ORDER

Change Order No. 1

Purchase Order No. 030269

Date 1/11/2022

Agreement Date 6/23/2020

Sheet 1 of 2

Owner: CITY OF BANNING

Project: **2020-04 Sun Lakes Boulevard Extension**

Contractor: Albert A. Webb and Associates

The following changes are hereby made to the Contract Documents:

JUSTIFICATIONS:

Out of scope work. Coordination with RCA, meetings with RCA, analysis of arched culvert design, coordination and plan revisions per Sunset Crossroads Project.

CHANGE TO CONTRACT PRICE

Original Contract Price	$ 548,416.05 Current
Contract Price adjusted by previous Change Order(s)	$ 548,416.05
Contract Price due to this Change Order will be (increased)	$ 24,983.25
New Contract Price including this Change Order	$ 573,399.30

CHANGE TO CONTRACT TIME

Contract Time will be (increased) Date	12/31/2022
for Completion of all Work	580 (Working Days) (Date)

APPROVALS REQUIRED

To be effective, this order must be approved by the Owner, or as may otherwise be required by the Supplemental General Conditions.

Recommended by: Peter Safai Date: 1/11/2022

Approved by: [signature] Date: 1/14/22

Richards, Watson & Gershon - 2018

CHANGE ORDER

Change Order No. 2

Purchase Order No. 030269

Date 1/25/2022

Agreement Date 6/23/2020

Sheet 1 of 2

Owner: CITY OF BANNING

Project: **2020-04 Sun Lakes Boulevard Extension**

Contractor: Albert A. Webb and Associates

The following changes are hereby made to the Contract Documents:

JUSTIFICATIONS:

Out of scope work. Sediment Transport Study was needed to assess the potential sediment transport capacity at the proposed arched culverts crossings.

CHANGE TO CONTRACT PRICE

Original Contract Price	$ 548,416.05 Current
Contract Price adjusted by previous Change Order(s)	$ 573,399.30
Contract Price due to this Change Order will be (increased)	$ 5,974.88
New Contract Price including this Change Order	$ 579,374.18

CHANGE TO CONTRACT TIME

Contract Time will be (increased) Date	12/31/2022
for Completion of all Work	580 (Working Days) (Date)

APPROVALS REQUIRED

To be effective, this order must be approved by the Owner, or as may otherwise be required by the Supplemental General Conditions.

Recommended by: _____ Date: 1/26/2022

Approved by: _____ Date: 1/27/22

ALBERT A. WEBB ASSOCIATES

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951.686.1070

Murrieta Office
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May 3, 2022

Mr. Patrick Safari
City of Banning
99 E. Ramsey Street
Banning, CA 92220

RE: Request for Change Order for Additional Engineering and Environmental Services for the Sun Lakes Blvd. Extension Project (C00660)

Dear Patrick,

Albert A. WEBB Associates respectfully submit this change order for Engineering and Environmental Services for the Sun Lakes Blvd. Extension Project (C00660).

WEBB has been contracted by the City of Banning to provide engineering and environmental services for the Sun Lakes Blvd. Extension Project. The following are out-of-scope additional task items provided by WEBB:

- Street Improvement, Storm Drain Design, and Environmental Coordination for Wildlife/Resource Agencies review and Sunset Crossroads Project Coordination
- Storm Drain System Design
- Supplemental Environmental Documentation
- Jurisdictional Delineating and Permitting

At this time, we are respectfully requesting compensation for the tasks already completed, and the future tasks to be completed as outlined below.

EXHIBIT "A" SCOPE OF SERVICES

Task 1 - Street Improvement, Storm Drain Design, and Environmental Coordination for Wildlife/Resource Agencies review and Sunset Crossroads Project Coordination

1. Attend meetings with City and Sunset Crossroads design team.
   - Original Proposal: Not in scope, Additional Cost: $4,644
2. Review Sunset Crossroads preliminary on-site design layout.
   - Original Proposal: Not in scope, Additional Cost: $3,666
3. Prepare and provide electronic CAD files to Sunset Crossroads design team.
   - Original Proposal: Not in scope, Additional Cost: $896
4. Coordinate with bridge consultant to determine appropriate spans and type selection (arched culverts).
   - Original Proposal: Not in scope, Additional Cost: $1,120
5. Coordinate with environmental team and biologist for determining new impacts from revised culvert design.
   - Original Proposal: Not in scope, Additional Cost: $790
6. Coordinate with environmental team to determine alternative alignments and spans for minimizing impacts.
   - Original Proposal: Not in scope, Additional Cost: $1,792
7. Coordinate with design team to prepare for resource agency meetings.
   - Original Proposal: Not in scope, Additional Cost: $713
8. Meet and coordinate with Wildlife/Resource Agencies
   - Original Proposal: Not in scope, Additional Cost: $713
9. Coordinate and schedule meeting with Sunset Crossroads design team for environmental analysis approach.
   - Original Proposal: Not in scope, Additional Cost: $448
10. Coordinate with sediment transport consultant for scour memo and/or detailed analysis.

a. Review Geotechnical Report with consultant
b. Review existing particle size distribution for channel bed.
   - Original Proposal: Not in scope, Additional Cost $1,344

Task 2 – Storm Drain System Design

2.1 - Final Drainage Report – Additional work items include:

a. Update preliminary hydraulic and scour calculations for the revised culvert footprint.
b. Prepare hydraulic analysis for mimicking the existing hydraulic conditions at the existing roadway crossings.
c. Update preliminary report for the new concept and additional analysis.
   - Original Proposal: Included in scope but revisions required as a result of revised culvert design, Additional Cost: $10,304

2.2 - Storm Drain Plans – Additional work items include:

a. Update design layout of culvert and culvert inlet and outlet wing walls, headwalls, aprons, access ramps, riprap, and other elements for new culvert concept.
b. Update design layout and details for mimicking existing hydraulic conditions at existing roadway crossings.

- Original Proposal: Included in scope but revisions required as a result of revised culvert design, Additional Cost: $34,944

2.3 - Structural Design Allowance – Additional work items include:

a. Prepare structural design calculations and details, as needed, for culverts, wingwalls, headwall, parapet, and energy dissipaters where standard details are not applicable.
   - Original Proposal: Not in scope, Additional Cost: $34,792

Task 3 – Supplemental Environmental Documentation

Following preparation of the draft *Phase I Cultural Resource Assessment for the Sun Lakes Boulevard Realignment Project,* November 2020 (the *Draft Phase 1 CRA*) and the biological resources studies, the Project footprint has expanded due to the new culvert concept and the addition of access to the City's substation being and grading along the west side of Sunset Avenue. This has resulted in an expanded Project footprint that was not evaluated in the *Draft Phase I CRA* or the biological resources studies.

3.1 - Supplemental Cultural Resources Study – Additional work items include:

a. Applied Earthworks (AE), WEBB's cultural resources subconsultant will conduct a complete and intensive cultural resource survey of the expanded Project footprint. Two previously documented cultural resources (a large farm/ranch complex and a large historic water-control complex) are located within the expanded Project area. AE will confirm the location of these previously identified resources in proximity to the expanded Project area and assess their current condition.
b. AE will update the draft *Phase I CRA* to include the expanded Project footprint. This scope include two rounds of comments following City review of the draft updated *Phase I CRA* and no major revisions will be required. The draft updated *Phase I CRA* will be submitted electronically in MS Word format for ease of review; the final updated *Phase I CRA* will be submitted electronically as a PDF file.
   - Original Proposal: Included in scope but revisions required as a result of revised culvert design, Additional Cost: $3,646

3.2 - Supplemental Biological Resources Studies – Additional work items include:

a. Wood Environment Infrastructure Solutions, Inc. (Wood), WEBB's biological resources subconsultant will revise the figures and exhibits, recalculate impacts, and update the previously submitted draft versions of the following reports to include the expanded Project footprint. Habitat Assessment/Western Riverside County Multiple Species Habitat Consistency Analysis, Focused Burrowing Owl Survey, Narrow Endemic and Criterial Area Plants Survey, Los Angeles Pocket Mouse Protocol Survey. The Determination of Biologically Equivalent or Superior Preservation (DBESP), which is in process, will also be revised to include the expanded Project footprint.
b. The updated draft reports will be submitted electronically for ease of review; the final updated reports will be submitted electronically as PDF files.
   - Original Proposal: Included in Scope but revisions required as a result of revised culvert design, Additional Cost: $19,336

3.3 - Additional Environmental Coordination – Additional work items include:

Subsequent to the initial meeting with the Western Riverside County Regional Conservation Authority (RCA) and the Wildlife/Resource Agencies, WEBB's environmental staff coordinated with the Wildlife/Resource Agencies to provide the hydraulic modeling results and assist City staff in responding to agency questions. WEBB will also assist the City in shepherding this project through the DBESP process with the Wildlife/Resource Agencies.

- Original Proposal: Included in Scope but revisions required as a result of revised culvert design, Additional Cost: $12,430

3.4 - CEQA Documentation Updates – Additional work items include:

Because the design of the culverts delayed the design progress and over a year has gone by since the draft CEQA document was prepared, as well as given the updates to the project design/footprint and the need to update the cultural and biological and JD studies, additional budget is needed to further process the MND. Budget for all the additional meetings and coordination related the crossings took budget away from the CEQA task. We are asking for an additional task authorization to update the draft MND, and process it for public review through a Final MND.

- Original Proposal: Included in Scope but revisions required as a result of revised culvert design, Additional Cost: $11,952

Task 4 - Jurisdictional Delineation and Permitting

The original field surveys for the jurisdictional delineation were completed summer 2021, exhibits prepared, impacts calculated, and these results were presented to the resource agencies and used to develop the new culvert concept. In order to complete the jurisdictional delineation report, additional work items include:

a. Survey and map jurisdictional resources within the expanded Project footprint.
b. Prepare revised exhibits for use in the report.

- Original Proposal: Included in Scope but revisions required as a result of revised culvert design, Additional Cost: $4,692

EXHIBIT "B" COMPENSATION FOR SCOPE OF SERVICES

Total fees for services shown in the Scope of Services (Exhibit "A") shall not exceed **$148,222** without prior authorization from client. We propose to provide details in Exhibit "A" for an initial Time & Materials fee to be billed monthly in accordance with the attached fee schedule.

Task 1: Street, Storm, Environmental Coordination		$16,126
Task 2: Storm Drain System Design		$80,040
Task 3: Supplemental Environmental Documentation		$47,364
Task 4: Jurisdicational Delineation and Permitting		$4,692
	Total	**$148,222**

Task budgets are estimates and may be used interchangeably as needed but not to exceed the budget total. Any additional services requested outside this scope will be provided under separate contract addenda for additional fees. Invoices will be submitted monthly based on the percentage of work completed. All invoices shall be due and payable upon receipt. If invoices remain unpaid after 30 days, work on project may cease and interest of 1.5% per month shall be charged on unpaid balances.

Charges for deliveries, printing, copying, mileage, postage, outside services, and for coordination or other services not specifically listed in the scope of work (Reimbursable Expenses), will be billed on a time and material basis, in accordance with our Schedule of Fees. Checking and/or filing fees are not included in this contract and shall be paid by the client directly to the appropriate governmental agency.

Charges for printing, copying, mileage, postage, outside services, and for coordination or other services not specifically listed in the scope of work (Reimbursable Expenses), will be billed on a time and material basis, in accordance with our Schedule of Fees. Checking and/or filing fees are not included in this contract and shall be paid by the client directly to the appropriate agency.

If you find this request acceptable, please issue contract amendment #1 with the current dollar amount to the Final Engineering Services contract dated June 23, 2020. We appreciate this opportunity to be of service to your firm and look forward to hearing from you. If you have any questions regarding this proposal, please contact us at 951-320-6063.

Sincerely,

ALBERT A. WEBB ASSOCIATES



Eugene Abrego, PE
Senior Engineer

ALBERT A. WEBB ASSOCIATES

Sun Laked Blvd. Extension Change Order - 2

Item	Description	Stephanie Standerfer	Cheryl DeGano	Autumn DeWoody	Eric Hays	Eugene Abrego	Ranjit Singh	Total Hours	Subtotal - Labor	Sub-consultant budget	Total/task
	Billout Rate	$ 265	$ 224	$ 171	$ 224	$ 224	$ 224				
Task 1 -	**Street/Storm/Env. Design Coordination**	**8**	**14**	**2**	**6**	**21**	**20**	**71**	**$ 16,126**	**$ -**	**$ 16,126**
1.1	Attend Meetings	4	4		2	6	4	**20**	$ 4,644	$ -	$ 4,644
1.2	Review of Sunset Crossroads Project	2	2		2	8	2	**16**	$ 3,666	$ -	$ 3,666
1.3	Preparation of CAD files					4		**4**	$ 896	$ -	$ 896
1.4	Coodination with Bridge Consultant					1	4	**5**	$ 1,120	$ -	$ 1,120
1.5	Coordination with Biologist		2	2				**4**	$ 790	$ -	$ 790
1.6	Alternative Culvert Alignment Analysis				2	2	4	**8**	$ 1,792	$ -	$ 1,792
1.7	Coordination for Resource Agency Meetings	1	2					**3**	$ 713	$ -	$ 713
1.8	Meet and Coordinate with Wildlife/Resource Aencies	1	2					**3**	$ 713	$ -	$ 713
1.9	Coordination and Meetings with SC Env. Team		2					**2**	$ 448	$ -	$ 448
1.10	Coordination with Sediment Transport Subconsultant						6	**6**	$ 1,344	$ -	$ 1,344
Task 2 -	**Storm Drain System Design**				**40**		**170**	**210**	**$ 47,040**	**$ 33,000**	**$ 80,040**
2.1	Final Draiange Report				16		30	**46**	$ 10,304	$ -	$ 10,304
2.2	Storm Drain Plans				16		140	**156**	$ 34,944	$ -	$ 34,944
2.3	Structural Design Allowance				8			**8**	$ 1,792	$ 33,000	$ 34,792
Task 3 -	**Supplemental Environmental Services**	**46**	**58**	**12**				**116**	**$ 27,234**	**$ 20,130**	**$ 47,364**
3.1	Supplemental Cultural Resources Study		4					**4**	$ 896	$ 2,750	$ 3,646
3.2	Supplemental Biological Resources Studies	4	4					**8**	$ 1,956	$ 17,380	$ 19,336
3.3	Additional Environmental Coordination	30	20					**50**	$ 12,430	$ -	$ 12,430
3.4	CEQA Document Updates and Processing	12	30	12				**54**	$ 11,952	$ -	$ 11,952
Task 4 -	**Jurisdicational Delineation and Permitting**	**4**	**4**	**16**				**24**	**$ 4,692**	**$ -**	**$ 4,692**
4.1	Additional Survey, Mapping, Impact Calculation	4	4	16				**24**	$ 4,692	$ -	$ 4,692
Total		**58**	**76**	**30**	**46**	**21**	**190**	**421**	**$ 95,092**	**$ 53,130**	**$ 148,222**

ALBERT A. WEBB ASSOCIATES

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July 6, 2023

Mr. Patrick Safari
CIP Manager
City of Banning
99 E. Ramsey Street
Banning, CA 92220

RE: Request for Additional Engineering and Environmental Services for the Sun Lakes Blvd. Extension Project (C00660)

Dear Patrick,

Albert A. Webb Associates (WEBB) respectfully submit this change order for additional Engineering and Environmental Services for the revised alignment of the Sun Lakes Boulevard Extension Project (C00660). It is necessary to revise the alignment of this roadway as it is infeasible to obtain an easement from Kinder Morgan to place the road atop their existing high-pressure gas line.

WEBB has been contracted by the City of Banning to provide engineering and environmental services for the Sun Lakes Blvd. Extension Project. The following are out-of-scope additional task items to be provided by WEBB for the proposed revised alignment of Sun Lakes Boulevard:

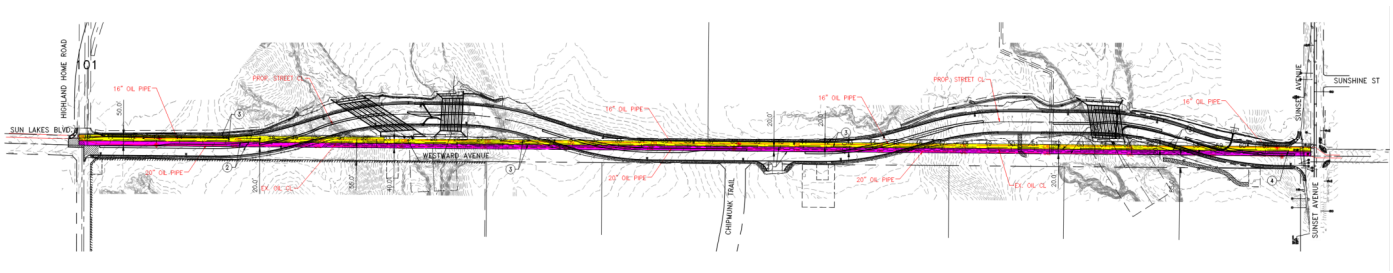
- Update final design plans and documents
- Revised CEQA Document
- Revised Technical Studies (Biological, Cultural, and Air Quality/GHG/Energy)
- Revised Jurisdictional Delineation and Permitting
- Utility coordination
- Project Management, Coordination, and Meetings

At this time, we are respectfully requesting compensation for the tasks already completed and the future tasks to be completed as outlined below.

EXHIBIT "A" SCOPE OF SERVICES

The proposed Sun Lakes Boulevard Extension project (Project) is a project that entails the construction of a new section of Sun Lakes Boulevard from Highland Home Road to Sunset Avenue. The proposed Project is approximately 5,400 linear feet (1.02 mile) long and 110 feet wide and will be constructed according to the City's General Plan Typical Section for an Arterial Highway.

Westward Avenue is a straight east-west unpaved dirt road between Highland Home Road and Sunset Avenue. Kinder Morgan has two fuel lines (16- and 20-inch diameters) in two 20-feet wide easements along Westward Avenue. The proposed Sun Lakes Boulevard curvilinear alignment overlaps Westward Avenue and Kinder Morgan easements, as shown in **Figure 1.** Initially, Kinder Morgan had no issue with roadway construction over their easements. Later, Kinder Morgan changed their policies to restrict roadway improvement over their lines and directed the City to realign Sun Lakes Boulevard to minimize the impact on Kinder Morgan fuel lines.



Sun Lakes Boulevard Circulation Plan Alignment
Figure 1

WEBB had already completed draft CEQA documents and associated technical studies and substantially completed final design plans, studies, and documents for the Project. Now, WEBB prepared a preliminary realignment of Sun Lakes Boulevard, as shown in **Figure 2**. Since the completion of the draft CEQA document and associated technical studies, the alignment for Sun Lakes Boulevard will be modified to an area that falls outside the previously surveyed areas in some places. Therefore, updates to the CEQA document and the relevant technical studies are needed now. In addition, redesigning all final design documents and update of studies and documents are needed.



Sun Lakes Boulevard Realignment to Minimize Impacts on Kinder Morgan Fuel Lines
Figure 2

Based on the feedback we received at the pre-application meeting with resource agencies on June 14, 2023, they understood the Kinder Morgan easement challenges. They agreed with the City to allow roadway realignment, as shown in Figure 2 above.

The City has received substantial funds for the Project and would like to move forward as soon as possible to meet the funding deadlines. The following is our understanding of the Project to complete the PS&E:

1. Drainage Report and Storm Drain Improvement Plans - Minor updates to the drainage report will be required. Storm drain alignments and elevations will remain the same; minor changes may be needed. Headwall and wing wall changes will be required to match the street improvement plans. Plans will be submitted for 90%, 100%, and approval.

2. Street Improvement Plans – Try to hold the profile over the storm drains. Revise street improvement plans and profiles for the realignment. Redesign and detail out 7-ADA ramps. No driveways, ADA ramps, and curb ramps will be provided along the alignment. We will provide AC berm at the proposed driveways per City's request. We will be submitted for 90%, 100%, and approval.

3. Signing & Striping Plans – Revise plans per the realignment and submit for 90% and 100% for approval.

4. Street Light Location Plans – Revise street light location plans per the revised alignment and submit for approval for 90% and 100%. The City will prepare street light conduit and conductor plans.

5. Landscape and Irrigation Plans – Because of budget constraints, the City decided not to landscape the parkway and median at this time, so an update of plans will not be required. The City would like to install sleeves with the Project to avoid future trenching across the pavement. The conduit sleeves will be shown on the street improvement plans.

6. Coordination with the Developer – The City will coordinate with the developer. WEBB will not be required to attend meetings and provide coordination with the developer. WEBB's scope of work includes legal & plats and exhibits needed to obtain right-of-way and easement for the roadway and storm drain improvement. The developer will analyze any impact on future development.

7. Potholing – We will prepare an exhibit for approximately 40 potholes. The City will coordinate and hire a potholing contractor to perform the work. WEBB will conduct the field survey and collect data points set by the potholing contractor.

8. Coordination with Kinder Morgan – Even with the roadway realignment, approximately 500' on both ends will impact Kinder Morgan fuel lines. We have estimated our effort under utility coordination and meetings. It is very hard to predict the effort required to estimate effort to obtain Kinder Morgan approval and to meet the Federal Energy Regulatory Commission (FERC) requirements. We have added optional items and a budget to provide additional effort if needed.

9. Out-of-scope services – We will obtain authorization from the City for the out-scope services before beginning out-of-scope tasks.

Our scope of services is as follows:

Task 1 – Update Final Design Plans, Studies, and Documents

1.1 – Street Improvement Plans

Additional work includes the following items:

a. Update of horizontal alignment to minimize impacts to Kinder Morgan fuel lines.
b. Update the vertical centerline, curbs, and right-of-way profiles.
c. Update grading limits. The grading limits will consider cut and fill amounts, environmental impact, and resources.
d. Revise raised medians layout and profiles
e. Update sidewalks, ADA ramps, and driveways design and details.
f. Review utility adjustment and relocation and update plans and construction notes.

1.2 – Storm Drain System Design

The approved scope and budget for the Project included a task for the development of a preliminary roadway drainage design and tasks for a final drainage report and storm drain plans. The preliminary drainage design task included a preliminary hydrology and hydraulic analysis, preliminary scour calculations, preliminary plans, and a preliminary drainage report. The preliminary design was completed and submitted in November of 2020.

After the preliminary design was completed, concerns were raised by the resource agencies, which necessitated a sediment transport study be prepared for the Project. This study was completed and concluded that revisions to the culvert configuration were needed to address those concerns. WEBB's efforts to coordinate with the sediment transport study engineer and develop a revised design concept were covered under both a separate approved change order and the remaining preliminary design task budget. A change order was also approved by the City to update the plans based on the revised concept. This change order included updating the drainage report, update of the drainage plan sheets, and preparation of structural details and calculations.

As WEBB was proceeding with the updates to the design, input was received from Kinder Morgan stating that the drainage outlet structures would not be permitted within their easement. WEBB was then directed to stop work while the City coordinated with Kinder Morgan. WEBB was authorized by the City in January 2023 to proceed. An additional redesign of the outlet structures was completed to ensure that they did not encroach into the easement as requested.

After the redesign was substantially complete, WEBB was given direction to realign the street to minimize the impact on the existing Kinder Morgan easement. This change will require a redesign of the channel inlet and outlet structures, a redesign of the street storm drains, and a redesign of the intercept drain on the northerly side of the street. The drainage plans will also need to be redrafted. The hydraulic calculations (HEC-RAS, WSPG, etc) and drainage report will also need to be updated for these changes. The structural design work that has been started will also need to be redone. Added to this work is also an update to the preliminary geotechnical report to provide all the parameters needed to finalize the structural design calculations.

1.2.1 - Final Drainage Report Update - Additional work items include:

a. Due to road realignment, update the HEC-RAS model for updated inlet/outlet configuration.
b. Update WSPG calculations for culverts, new street storm drains, and intercept drain designs.
c. Update report text and exhibits to reflect revised road alignment.
d. Address additional plan check comments.

1.2.2 – Storm Drain Plan Update – Additional work items include:

a. Update the design and plan details for the outlet structures to avoid the Kinder Morgan easement.
b. Update design and plans due to the road realignment (channel inlet and outlets, street storm drain, northerly intercept ditch, and appurtenances).
c. Coordination with WEBB environmental team for the information requested and/or needed.

1.2.3 - Structural Design Details - Additional work items include:

a. Update structural calculations for revised inlet and outlet configuration.
b. Coordination with the geotechnical engineer for information required for structural design.
c. Review of Geotechnical report of adjacent development provided by City.
d. Update of Preliminary Geotechnical report by sub-consultant.

1.2.4 – Assessment of Potential Sediment Transport Impact - Additional work items include:

A study is to be conducted to assess the potential sediment transport impacts associated with the improvement of Sun Lakes Boulevard. The proposed road improvements involve the addition of several new culvert crossings that are to be constructed upstream of two existing dry weather crossings. The proposed culvert crossings have increased in size since the hydraulic assessment previously conducted by Northwest Hydraulic Consultants (NHC) in 2021. The existing dry weather crossings are to remain in place with the proposed road improvement plan.

Impacts on sediment transport will depend on the configuration proposed for the new crossings. A high-level assessment of the potential effects will be completed through a comparison of hydraulic characteristics pre- and post-project.

We will evaluate (existing conditions models, also developed previously provided for the 2021 NHC study) 2D model hydraulic models (HEC-RAS) of the proposed improvement plan.

Assumptions:

a. The Resource Agencies are currently reviewing the HEC-RAS model prepared for the revised culvert concept. WEBB will proceed with the final design phase ahead of Resource Agency approval under the assumption that they will not have any comments that will impact the culvert design or analysis. This additional budget request does not include any additional changes to the culvert analysis or design resulting from future Resource Agency comments.
b. It is assumed that the Caltrans Standard Detail D81 for double-cell reinforced concrete boxes can be utilized for the multi-cell boxes required for this Project, and no special structural design is required for these culverts.
c. The final plans and analysis will be designed with the assumption that the future Sunset Crossing project will be designed and built after the roadway project is completed. This additional budget request does not include any additional design or analysis required to assess changes to the roadway design or hydraulic analysis based on this future Project. It also assumes that drainage facilities for the Sunset Crossroads property (outside of the street right of way) will be designed and constructed by the developer's plans and is not a part of the road project scope.

1.3 – ROW and Easement Documents

We will prepare and update fourteen (14) documents needed for additional right-of-way and easements.

1.4 – Signing & Striping Plans

Update signing & striping plans for the revised alignment.

1.5 – Street Light Location Plans

a. Update street light location plans for the revised alignment.

1.6 – Specifications

The City will provide us with its boilerplate Technical Provisions in Microsoft Word format. We will compile the project specifications, including the project-specific scope of work in the Technical Specifications, and provide Special Technical Provisions beyond the City's Standard Technical Provisions. With each submittal, WEBB will provide a bid schedule, special provisions, and technical specifications. The specifications shall be signed by a Civil Engineer registered in the State of California as complete and ready for bidding purposes and awarding contracts for construction for the improvements. The latest edition of the Greenbook (Standard Specifications for Public Works Construction and subsequent amendments) will be used on the Project, except for the signing/striping elements. The City and Caltrans Standard Specifications will be used for these improvements. The City will prepare the bid book.

1.7 - Cost Estimates

We will provide a construction quantity and cost estimate with each submittal of plans. The unit costs shall be based upon the most current cost information for recent similar projects in the area compiled by us and approved by the City. The estimated items of work with quantities shall include, but not be limited to, itemizing all removals, clearing and grubbing, relocations, sidewalk, curb & gutter, driveway approaches, Asphalt Concrete (AC), utility improvements, applying/painting of pavement legends & striping, signs, traffic control, raised pavement markers, street lights in City limits, storm drain improvements, and project identification and completion signs. The estimates will also include probable costs for utility relocations, right-of-way, and temporary construction easements.

Task 3 – Revised Environmental Documentation

Since the completion of the draft CEQA document and associated technical studies, the alignment for Sun Lakes Boulevard has been modified to an area that, in some places, falls outside the previously surveyed areas. Therefore, updates to the CEQA document and the relevant technical studies are needed at this time.

3.1 - Revised Cultural Resources Study – Additional work items include:

a. Applied Earthworks (AE), WEBB's cultural resources subconsultant will conduct a complete and intensive cultural resource survey of the additional Project acreage. Two previously documented cultural resources (a large farm/ranch complex and a large historic water-control complex) are located within the expanded Project area. AE will confirm the location of these previously identified resources in proximity to the expanded Project area and assess their current condition.

b. AE will update the *Phase I Cultural Resources Assessment* (*Phase I CRA*) and paleontological memorandum to include the additional Project acreage, as well as add language regarding federal funding. This scope includes two rounds of comments following the City review of the draft updated *Phase I CRA* and no major revisions will be required. The draft updated *Phase I CRA* and paleontological memorandum will be submitted electronically in MS Word format for ease of review; the final updated *Phase I CRA* and paleontological memorandum will be submitted electronically as a PDF file.

3.2 - Revised Biological Resources Studies – Additional work items include:

a. WSP USA Environment & Infrastructure Solutions (WSA),[1] WEBB's biological resources subconsultant will revise the figures and exhibits, recalculate impacts, and update the previously finalized versions of the following reports to include the revised street alignment (Project footprint). The updated draft reports listed below will be submitted electronically for ease of review; the final revised reports will be submitted electronically as PDF files.

    1. *Habitat Assessment/Western Riverside County Multiple Species Habitat Consistency Analysis,*
    2. *Focused Burrowing Owl Survey,*
    3. *Narrow Endemic and Criterial Area Plants Survey,*
    4. *Los Angeles Pocket Mouse Protocol Survey*
    5. *Determination of Biologically Equivalent or Superior Preservation (DBESP)*
    6. West and Dry Season Fairy Shrimp Survey Memo Update

3.3 - Additional Environmental Coordination – Additional work items include:

WEBB has expended all original budgets associated with coordination and meetings with the Regional Conservation Authority (RCA) and regulatory agencies (US Army Corps of Engineers, California Department of Fish and Wildlife, Regional Water Quality Control Board and US Fish and Wildlife Service). Given that a meeting has been scheduled for June 14, 2023 with the RCA and regulatory agencies, and since there will be pre- and post- meeting coordination needed with the City and WEBB Team, additional request for budgets to do this meeting, along with more frequent coordination with the City as the revised CEQA document is underway, will also be needed.

3.4 – Revised Environmental (CEQA) Documentation – Additional work items include:

The Initial Study/Mitigated Negative Declaration (IS/MND) in addition to the CEQA notices for the original proposed alignment have been prepared. The IS/MND was ready to be released in January 2024 for public review prior to the decision to revise the Project alignment. Because the Project footprint has changed and revised biological resources reports, cultural report, and jurisdictional delineation must be prepared, additional budget is needed to revise and complete processing the IS/MND for public review through the Final MND phase. We are asking for an additional task authorization to complete this task since the budget originally allocated has been expended.

This scope does not include updating the air quality/greenhouse gas analysis completed in November 2021, which was prepared using the California Emissions Estimator Model® version 2020.4.0 (CalEEMod) model. The California Air Pollution Control Officers Association (CAPCOA) released CalEEMod version 2022.1 in December 2022. However, WEBB is not proposing to redo the air quality/greenhouse gas analysis using

[1] Wood Environment Infrastructure Solutions, Inc. was acquired by WSP.

the new model because: (i) the analysis was completed before the new model was released; (ii) there are no substantial changes to the Project that would warrant remodeling construction impacts; (iii) this is a capital improvement project; and (iv) and the results of the original air quality/greenhouse gas analysis were well below the numeric thresholds that would indicate a potentially significant impact. In the event comments are received during the public review period for the IS/MND, WEBB would address that in the responses to comments and explain the rationale for not remodeling the Project's air quality/greenhouse gas emissions.

Task 4 - Jurisdictional Delineation and Permitting

The original field surveys for the jurisdictional delineation (JD) were completed summer 2021, exhibits prepared, impacts calculated, and these results were presented to the resource agencies. WEBB will update the previous JD, to cover the new areas proposed by the revised Project alignment, including a 100-foot survey buffer. Specifically, WEBB will update the existing JD report with regulatory changes that have occurred since preparation of the original 2021 JD report. Following the literature review update, WEBB will conduct a one-day site visit to the revised Project site to document suspected wetlands and non-wetland waters of the U.S, waters of the State located outside federal jurisdiction, and streambed according to Fish and Game Code.

Waters of the U.S. will be evaluated using the methodology set forth in the guidelines provided in the *Corps of Engineers Wetlands Delineation Manual* (1987), the *2008 Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Arid West Region* (Version 2.0), and the *2008 Field Guide to the Identification of the Ordinary High Water Mark (OHWM) in the Arid West Region of the Western United States*. Potential Waters of the State that are outside of federal jurisdiction will be identified following the *Procedures for Discharges of Dredged or Fill Material to Waters of the State. Fish and Game Code,* Section 1600 et al streambed will be identified as the bank-to-bank where the active streambed shows the fullest expression on the landscape.

After the site-visit is completed, WEBB will update the JD report with the new data collected from the site visit including tables, figures, and impacts discussion. The report will be prepared following the 2017 U.S Army Corps of Engineers (USACE), *Minimum Standards for Acceptance of Aquatic Resources Delineation Reports*. The JD report will provide an analysis and discussion of the existing site conditions, methods, and results of the delineation, including details such as soil types, hydrology, and vegetation present on the site. The report will also provide a discussion of the impacts proposed to any jurisdictional areas, including photographs and exhibits depicting any jurisdictional features.

Task 5 – Utility Coordination and Additional Field Survey for Potholing (Time and Material Basis)

WEBB will Identify all known utilities that potentially conflict with the planned project improvements and determine special requirements for facilities, including protection, relocation, right-of-way easements, and construction. WEBB will coordinate with utility companies to schedule the relocation of the utilities before the start of construction.

a. Coordinate with Kinder Morgan to construct Sun Lakes Boulevard for segments east of Highland Home Road and west of Sunset Avenue.
b. Coordinate with City to relocate power poles and guy anchors and adjust electrical vaults.
c. Coordinate with the City for relocation and adjustment of water valves, fire hydrants, blow-offs, air vacuum, and sewer manholes.
d. Coordinate with the Gas Company to relocate and adjust gas valves and electronic gas station.

e. Coordinate with telecommunication companies for the adjustment of telecommunication manholes.
f. Attend six (6) meetings with utility companies.
g. We will prepare an exhibit for approximately 40 potholes. The City will coordinate and hire a potholing contractor to perform the work. WEBB will conduct the field survey and collect data points set by the potholing contractor.

Task 6 – Project Management, Coordination, and Meetings (Time and Material Basis)

We will schedule and attend meetings as follows:

a. Project Development Team (PDT) meetings – We estimate twelve (12) meetings
b. Environmental meetings - We estimate six (6) meetings

We will schedule, chair, and prepare meeting agendas and meeting minutes. The agendas will be submitted to the City for review one working day before the meeting. The minutes will be distributed to all attendees, everyone invited, and the City's Project Manager within five working days after the meeting. The minutes shall include but are not limited to a list of attendees with phone numbers and contact emails, a summary of discussion items, a decision log, ROW/Utility Tracking Sheets, any pertinent information, and follow-up to action items.

We will update project schedules. The project schedules will be divided into tasks and subtasks in full detail, including the City function timeline, critical path, and outside sources such as agencies or utilities.

Task 7 – Engineering Support Services for Environmental Documentation, Jurisdictional Delineation, and Permitting (Time and Material Basis)

We have been providing out-of-scope services for the realignment of the roadway and coordination with the City and resource agencies.

We will provide engineering support services for environmental documentation, jurisdictional delineation, and permitting.

Optional Task 8 – Additional Work for Kinder Morgan (Time and Material Basis)

Even with the roadway realignment, approximately 500' on both ends will impact Kinder Morgan fuel lines. We have estimated our effort under utility coordination and meetings. It is very hard to predict the effort required to estimate effort to obtain Kinder Morgan approval and to meet the Federal Energy Regulatory Commission (FERC) requirements. Any additional effort required beyond estimated under the utility coordination and meetings, with the approval of the City, WEBB will provide additional support services.

EXHIBIT "B" COMPENSATION FOR SCOPE OF SERVICES

Total fees for services shown in the Scope of Services (Exhibit "A") shall not exceed **$496,079** without prior authorization from the client. If the optional Task 7 is to be conducted, the total shall be provided on a time and materials basis not to exceed **$516,079** after City authorization for the task. We propose to provide details in Exhibit "A" for an initial Time & Materials fee to be billed monthly in accordance with the attached fee schedule.

Task budgets are estimates and may be used interchangeably to stay within the budget total. Any additional services requested outside this scope will be provided under separate contract addenda for additional fees.

Charges for deliveries, printing, copying, mileage, postage, outside services, and for coordination or other services not specifically listed in the scope of work (Reimbursable Expenses) will be billed on a time and material basis in accordance with our Schedule of Fees. Checking and/or filing fees are not included in this contract and shall be paid directly to the appropriate governmental agency by the client.

If you find this request acceptable, please issue contract amendment #1 with the current dollar amount to the Final Engineering Services contract dated June 23, 2020. We appreciate this opportunity to serve your firm and look forward to hearing from you. If you have any questions regarding this proposal, don't hesitate to contact me at 951-830-4305.

Sincerely,

ALBERT A. WEBB ASSOCIATES



Dilesh Sheth, PE / TE
Senior Vice President

ALBERT A. WEBB ASSOCIATES

Exhibit B

Additional Engineering and Environmental Services for the Sun Lakes Blvd. Extension Project (C00660)

Item	Description	Stephanie Standerfer	Cheryl DeGano	Autumn DeWoody	Marshall Paymard	Field Biologist	Virginia Waters	Jacqueline Gamboa	Joseph Caldwell	Eric Hays	Ranjit Singh	Nathan Armendariz	Dilesh Sheth	Nicholas Keller	Joy Schwiebert	Son Le	Deborah Saulina	Danielle Logsdon	Jason Ardery	Michael Johnson	Linda Bouschet	Jon Ros	Andres Lopez	Party Chief/2-Person Survey Crew	Total Hours	Subtotal - Labor	Sub-consultant budget	Total/task
	Classification	Principal II	Principal II	Associate II	Associate II	Assistant II	Assistant II	Assistant II	Principal II	Principal I	Senior III	Assistant V	Principal II	Senior I	Assistant V	Associate II	Assistant III	Senior III	Principal II	Principal II	Associate III	Senior II	Senior I	Party Chief/2-Person				
	Billout Rate	$ 293	$ 293	$ 197	$ 197	$ 135	$ 135	$ 135	$ 293	$ 279	$ 252	$ 173	$ 293	$ 232	$ 173	$ 197	$ 144	$ 252	$ 293	$ 293	$ 208	$ 240	$ 232	$ 302				
Task 1 - Update Final Design Plans, Studies, and Documents									**24**	**62**	**168**	**430**	**30**	**208**	**108**	**48**	**60**	**110**	**8**	**16**	**110**	**14**			**1396**	**$ 295,874**	**$ 6,600**	**$ 302,474**
1.1	Street i\Improvement Plans																									$ -	$ -	$ -
	Update Street i\Improvement Plans												12	200			12	40							**264**	$ 61,724	$ -	$ 61,724
	Redesign ADA Ramps (7)												2		70			12							**84**	$ 15,720	$ -	$ 15,720
1.2	Storm Drain System Design																											
	1.2.1 - Final Drainage Report Update								8		20	50	2		8		4	4							**96**	$ 19,588	$ -	$ 19,588
	1.2.2 - Storm Drain Plan Update								8	40	120	300	2				4	4							**478**	$ 97,814	$ -	$ 97,814
	1.2.3 - Structural Design Details									2	4	80	2				4	4							**96**	$ 17,576	$ -	$ 17,576
	1.2.4 - Assessment of Potential Sediment Transport Impact								8	4	8		2				4	4							**30**	$ 7,646	$ 6,600	$ 14,246
1.3	ROW and Easement Documents (14)													8			8	8	8	16	110	14			**172**	$ 38,296	$ -	$ 38,296
1.4	Signing and Striping Plans														6	40	4								**50**	$ 9,494	$ -	$ 9,494
1.5	Street Light Plans														16		4								**20**	$ 3,344		$ 3,344
1.6	Specifications									8	8		4				8	20							**48**	$ 11,612	$ -	$ 11,612
1.7	Cost Estimate									8	8		4		8	8	8	14							**58**	$ 13,060	$ -	$ 13,060
Task 3 - Revised Environmental Documentation		**56**	**108**	**8**				**68**																	**240**	**$ 58,808**	**$ 17,820**	**$ 76,628**
3.1	Revised Cultural Resources Study		4					4																	**8**	$ 1,712	$ 3,520	$ 5,232
3.2	Revised Biological Resources Studies		4					4																	**8**	$ 1,712	$ 14,300	$ 16,012
3.3	Additional Environmental Coordination	40	60																						**100**	$ 29,300	$ -	$ 29,300
3.4	Revised CEQA Documentation	16	40	8				60																	**124**	$ 26,084	$ -	$ 26,084
Task 4 - Jurisdictional Delineation and Permitting		**28**	**20**	**89**	**74**	**12**	**16**																		**239**	**$ 49,955**	**$ -**	**$ 49,955**
4.1	Revised Survey, Mapping, Impact Calculation, Report Preparation, and Regulatory Permitting (includes optional UAV Remote sensing updates)	28	20	89	74	12	16																		**239**	$ 49,955	$ -	$ 49,955
Task 5 - Utility Coordination and Additional Field Survey for Potholing (T&M)													**6**	**6**	**6**		**16**	**10**		**2**			**4**	**8**	**58**	**$ 12,942**	**$ -**	**$ 12,942**
5.1	Utility Coordination & Meetings (6)												6		6		12	6							**30**	$ 6,036	$ -	$ 6,036
5.2	Additional Survey for Potholing													6			4	4		2			4	8	**28**	$ 6,906		$ 6,906
Task 6 - Project Management, Coordination & Meeting (T&M)													**26**		**12**		**30**	**42**							**110**	**$ 24,598**	**$ -**	**$ 24,598**
6.1	Project Management and Coordination												8					12							**20**	$ 5,368	$ -	$ 5,368
6.2	PDT Meetings (Estimate 12)												12		12		24	24							**72**	$ 15,096	$ -	$ 15,096
6.3	Environmental Meetings (estimate 6)												6				6	6							**18**	$ 4,134	$ -	$ 4,134
Task 7 - Engineering Support Services for Environmental Documentation, Jurisdictional Delineation, and Permitting (T&M)		**8**	**8**						**24**		**16**	**16**	**14**		**28**			**8**							**122**	**$ 29,482**	**$ -**	**$ 29,482**
7.1	Realignment and Pre-Coordination with Agencies	8	8						8		8		6		12										**50**	$ 12,882	$ -	$ 12,882
7.2	Engineering Support Services for Environmental Documentation, Jurisdictional Delineation, and Permitting								16		8	16	8		16			8							**72**	$ 16,600	$ -	$ 16,600
Total		**92**	**136**	**97**	**74**	**12**	**16**	**68**	**48**	**62**	**184**	**446**	**76**	**214**	**154**	**48**	**106**	**170**	**8**	**18**	**110**	**14**	**4**	**8**	**2165**	**$ 471,659**	**$ 24,420**	**$ 496,079**
Optional Task 8 - Additional Work for Kinder Morgan (T&M)																										**$ -**	**$ 20,000**	**$ 20,000**
8.1	Additional Work for Kinder Morgan																									$ -	$ 20,000	$ 20,000

2020-0126

February 28, 2025
Revised April 23, 2025

Patrick Safari, CIP Manager
City of Banning
99 E. Ramsey Street
Banning, CA 92220

Sent via email: psafari@banningca.gov

RE: Proposal for Contract Amendment No. 4 - Additional Environmental Services for Sun Lakes Boulevard Extension Project (PSA C00660)

Dear Patrick,

Pursuant to your request on February 6, 2025, and subsequent discussion on April 2, 2025, Albert A. WEBB Associates (WEBB) is pleased to provide you with this proposal for additional services for the Sun Lakes Boulevard Extension Project. WEBB is currently under contract with the City to obtain regulatory permits for the project from the California Department of Fish and Wildlife (CDFW) and the Regional Water Quality Control Board (RWQCB).

Said permits have requirements that the City will need to fulfill prior to construction of the project which are outlined below in Task 1. Biological reporting and monitoring that is required during construction are not included herein, but as we have discussed with you, we understand the City will include the permitting-related tasks during construction to be included in the City's forthcoming construction management contract.

Also included in this request is the City's obligation for compensatory mitigation related to impacts to jurisdictional waters which are required to be fulfilled within 18 months of impacts. Task 2 includes WEBB's assistance with the compensatory mitigation obligations.

Scope of Work

Task 1: Biological Services During Construction

The Tasks below are related to the surveying and reporting requirements of the CDFW permit, RWQCB permit, as well as CEQA mitigation measures MM BIO-1 through MM BIO-4.[1] WEBB will subcontract with Osprey Environmental Associates (Osprey) to fulfill these requirements.

Preconstruction Nesting Bird Survey and Report (corresponds to CDFW Measures 2.11.1 and 4.4; CEQA MM BIO-1)

Osprey will conduct preconstruction nesting bird surveys if vegetation clearance occurs outside the recommended window (September 1 – February 1). Surveys will be performed within three (3) days prior to construction initiation to identify active nests within 100 feet of the project site. A survey report by a qualified biologist verifying nest status will be submitted to the City of Banning prior to construction. If active nests are identified, species-specific measures will be implemented to prevent nest abandonment.

Burrowing Owl Pre-Construction Inspection Survey and Report (corresponds to CDFW Measure 2.12.4 and CEQA MM BIO-2)

A single preconstruction burrowing owl survey will be conducted within 3 days of vegetation removal or ground disturbance. The survey will comply with the Western Riverside County Multiple Species Habitat Conservation Plan (MSHCP) and 2006 "Burrowing Owl Survey Instructions" and will cover entire the project site and within 150-meters. If burrowing owls are detected during the breeding season (February 1–August 31), a 300-foot buffer will be enforced around active burrows until nesting is complete. Following the survey, a burrowing owl pre-construction survey report will be prepared and submitted to WEBB in PDF format. The survey report will document the methods, results, and conclusion of the survey.

Crotch's Bumble Bee (corresponds to CEQA MM BIO-3)

- **Crotch's Bumble Bee Habitat Mapping and Report (corresponds to CDFW Measure 2.14)**

Osprey will conduct habitat mapping for the Crotch's bumblebee within the project footprint. Mapping will identify habitat alliances following Sawyer et al. (2009). Following field mapping and no less than 120 days prior to the initiation of activities Osprey will complete and submit to CDFW a baseline habitat mapping report. The report will identify species composition for each mapped alliance and will be submitted to CDFW.

- **Crotch's Bumble Bee Draft Survey Plan (corresponds to CDFW Measure 2.15.2)**

A qualified Osprey biologist will prepare and submit to CDFW for review and comment a draft survey plan for Crotch's bumble bee. The survey plan will identify the timing, number, and duration of survey efforts, and procedures to follow should Crotch's bumble bee be detected within the project area.

[1] There are a total of five mitigation measures for biological resources. MM BIO-5 is "Mitigation for Riparian/Riverine and Jurisdictional Impacts." WEBB's assistance with this is in Task 2, herein.

The survey plan will be submitted no less than 90 days prior to initiation of project activities in suitable habitat.

- **Crotch's Bumble Bee Survey(s) and Report (corresponds to CDFW Measure 2.15.3)**

If habitat mapping identifies the presence of plants (e.g., genera *Antirrhinum, Phacelia, Clarkia, Cordylanthus, Dendromecon, Eschscholzia, Eriogonum, Hypericum, Lantana, Lupinus, Salvia, Asclepias, Cirsium, Monardella, Keckiella, Acmispon, Euthamia, Ehrendorferia, Vicia, and/or Trichostema*) or other suitable habitat (i.e. nesting, foraging, and overwintering habitat), Osprey will conduct focused surveys for the Crotch's bumblebee (CBB) following the approval and submittal of survey plan. Osprey will first conduct a literature review and records search for CBB occurrences within a 10-mile radius, utilizing the CDFW California Natural Diversity Database and iNaturalist. Following the literature review, Osprey will conduct on-site CBB surveys following the Survey Considerations for California Endangered Species Act Candidate Bumble Bee Species (CDFW 2023). These surveys will take place during the Colony Active Period (April-August) and when floral resources are available, ideally at peak bloom. A minimum of three surveys will be conducted, spaced 2-4 weeks apart between April and August. Surveys will be performed during daylight, beginning at least one hour after sunrise and ending at least two hours before sunset, ideally between 9:00 AM and 1:00 PM, with temperatures between 65°F and 90°F and wind speeds under 8 miles per hour. Each survey will cover at least one person-hour of search effort per three acres of suitable habitat.

Following the completion of the surveys, a report will be prepared summarizing the survey methods, findings, and conclusions. The report will also include a list of bee species observed and any accompanying photographs. Survey results will be submitted to CDFW before ground-disturbing activities begin. If an active CBB nest is detected, a no-disturbance buffer zone will be established, and CDFW will be notified.

Biological Worker's Environmental Awareness Program (WEAP) and Invasive Species Education Program (corresponds to CDFW Measures 2.8 and 2.8.1; CEQA MM BIO-4)

Osprey will develop and conduct a mandatory Biological Worker's Environmental Awareness Program (WEAP) training for all construction personnel. This training will cover key topics, including CBB, burrowing owls, rare plant species, and riparian/riverine features. WEAP training will be coordinated with the paleontological WEAP. A recorded training will be prepared and available.

Further, included in the WEAP will be an additional discussion of the invasive species currently present within the project site as well as those that may pose a threat to or have the potential to invade the Project site. The discussion will include a physical description of each species and information regarding their habitat preferences, local and statewide distribution, modes of dispersal, and impacts. The invasive species education program will also include a discussion of Best Management Practices (BMPs) to be implemented at the Project site to avoid the introduction and spread of invasive species into and out of the Project site.

WEBB Management of Biological Services

WEBB has budgeted 40 hours to manage and coordinate with Osprey related to Task 1 including reviewing documents, and meeting with the City.

UAV (Drone) Survey(s) (Optional)

Osprey can provide a drone survey of the project area to generate a high-resolution orthomosaic basemap, offering a temporally and spatially accurate depiction of the project site as is currently prior to construction and post-construction. This updated imagery can serve as a key reference for stakeholders, ensuring precise visualization of project lands, roads, and planned or constructed infrastructure. The orthomosaic will enhance project planning, coordination, and decision-making by delivering highly accurate spatial and visual data. The flight will be conducted by an Osprey FAA-licensed Remote Pilot in Command (RPIC) and a visual observer, ensuring full compliance with FAA regulations. The drone data collection and subsequent GIS analysis will be used to support all of Osprey's reporting deliverables included herein. Deliverables will include a high-resolution orthomosaic base map, digital terrain model depicting project ground elevations, and a digital surface model depicting project surface elevations.

Although a temporally and spatially accurate orthomosaic basemap is informative and helpful, this optional service is not required in order to complete any of the aforementioned tasks.

Task 1 Assumptions

- None of the species identified above will be found on site.
- This scope includes one (1) in-person WEAP training. Any additional training sessions will require a separate scope and fee.
- Materials required for delineating Environmentally Sensitive Areas (ESAs) or establishing nesting buffers are not included in this proposal. The cost of these materials will be billed directly to the client if not provided by the City.
- The preparation of a Burrowing Owl Mitigation Plan is not included. If required, Osprey will provide a separate scope and fee for this task.
- This proposal does not cover small mammal trapping or the preparation of a small mammal trapping survey report. If required, Osprey will provide an additional scope and fee for these efforts.
- Assistance with securing an Incidental Take Permit (ITP) from CDFW is not included. If required, Osprey can provide a separate scope and fee for this task.

Task 2: WEBB Assistance with Offsite Compensatory Mitigation Fulfillment (corresponds to CDFW Measure 3.3; CEQA MM BIO-5)

WEBB has included 50 hours to help the City to set up its compensatory mitigation obligation utilizing an offsite mitigation site owned by the City located southeast of the City's wastewater treatment plant. We anticipate actions under this task will be to advise and support the City related to: finding a third party to hold a conservation easement/deed restriction(s) on the City's property (City to retain

fee title), negotiate and find the City a third party land manager and assist City with said agreement, and finding an entity to provide a non-wasting endowment. We understand the City will take lead on each of these tasks; therefore this budget is for things like attending meetings to provide project background and making connections to facilitate the process.

Budget

Our proposed budget for the services listed herein will be billed on a Time and Materials basis according to our existing contract for a total not to exceed of **$57,080.**

Environmental Services

Task 1 - Biological Services	
Preconstruction Nesting Bird Survey and Report	$ 4,660
Burrowing Owl Pre-Construction Inspection Survey and Report	$ 6,230
Crotch's Bumble Bee Habitat Mapping and Report	$ 6,840
Crotch's Bumble Bee Draft Survey Plan	$ 4,350
Crotch's Bumble Bee Survey(s) and Report	$ 14,380
WEBB Management of Task 1 (40 hours)	$ 7,150
Optional UAV (Drone) Survey	$ 4,370
Task 2 - Management and Coordination for Offsite Mitigation	$ 9,100
TOTAL	**$ 57,080**

The following is a summary of original, current, and proposed authorizations according to our records.

WEBB Original Authorization:	$548,416.05 plus $54,841.61 contingency for total of $603,725.66
Change Order No. 1	$24,983.25 (subtracted from contingency)
Change Order No. 2	$5,974.88 (subtracted from contingency)
City Council Resolution 2022-106	$129,400 (rescinded)
City Council Resolution 2022-139	$148,222
Change Order No. 3	$496,079
Current Authorization	$1,248,026.66
Proposed Change Order	**$57,080**
Total WEBB Authorization with Proposed Change Order	$1,305,106.66

If you find this request acceptable, please issue a contract amendment to our office. We appreciate this opportunity to be of service to the City and look forward to hearing from you. If you have any questions regarding this proposal, please call me at (951) 830-4305.

Sincerely,

ALBERT A. WEBB ASSOCIATES



Dilesh Sheth, PE, TE
Senior Vice President
Dilesh.Sheth@webbassociates.com

Copy: Stephanie Standerfer
Autumn DeWoody

August 8, 2025

Patrick Safari, CIP Manager
City of Banning
99 E. Ramsey Street
Banning, CA 92220

Sent via email: psafari@banningca.gov

RE: Proposal for Contract Amendment No. 6 - Additional Environmental and Engineering Services for Sun Lakes Boulevard Extension Project (PSA C00660)

Dear Patrick,

Pursuant to our discussion on July 3, 2025 and August 5, 2025, Albert A. WEBB Associates (WEBB) is pleased to provide you with this proposal for additional services for the Sun Lakes Boulevard Extension Project. The previous contract amendment authorized WEBB to conduct surveys for the Crotch's bumble bee (*Bombus crotchii*, CBB*)* within the Project limits. CBB is a candidate for listing under the California Endangered Species Act and therefore treated as a listed species by the California Department of Fish and Wildlife (CDFW). The surveys were needed to comply with the Project's CEQA mitigation measures and the forthcoming Streambed Alteration Agreement from CDFW. WEBB partnered with Osprey Environmental Associates who maintains the required credentials to survey for CBB.

The bee was found within the Project limits on June 27, 2025. Therefore, this contract amendment reflects the anticipation that the City will need an Incidental Take Permit (ITP) for CBB from CDFW and that the offsite mitigation proposed for mitigating the Project's jurisdictional impacts may also be required to include mitigation for CBB.

In addition, the City has been coordinating with Kinder Morgan on the relocation of their fuel lines within the Sun Lake Boulevard project limits. Last week, Kinder Morgan requested that the slope be moved 50 feet to the north along the eastern project boundary. This proposed change will require revisions to the street improvement plans, including the relocation of the storm drain outlet. In addition, preparation of the slope & drainage and the temporary construction easement documents. The City is requesting a contract amendment to revise the street & storm drain improvement plans and easement document to accommodate Kinder Morgan's request.

Finally, the City is preparing for pre-construction and construction surveys and has requested WEBB to provide archaeological and paleontological support for CEQA mitigation measures MM CR-1 (Monitoring and Inadvertent Discovery), MM GEO-1 (Paleontological Worker Environmental Awareness Program), and MM GEO-2 (Paleontological Resource Impact Mitigation Program).

Scope of Work

Task 1: Incidental Take Permit (ITP) Application

Osprey will prepare a complete ITP application that addresses potential impacts to CBB. The ITP application will include the following components:

1. Project Description

A detailed description of the proposed project, including scope, purpose, construction activities, and schedule, emphasizing elements relevant to biological resources and potential impacts to CBB.

2. Project Location

A clear and accurate description of the project location, including jurisdiction, parcel boundaries, and regional context. GIS-based mapping will support this section, showing the spatial relationship of project elements to known CBB habitat.

3. Take Analysis

Assess the likelihood, nature, and extent of incidental take resulting from proposed project activities. This will include direct (e.g., crushing during grading) and indirect (e.g., habitat degradation) take mechanisms and their anticipated frequency and scale.

4. Impact Analysis

Evaluate the biological significance of the anticipated take, with an emphasis on how project-related impacts may affect local CBB populations. This will include discussion of habitat quality, floral resource availability, and the role of the site in the species' life cycle.

5. Jeopardy Analysis

Assess whether issuance of the ITP would jeopardize the continued existence of CBB. This analysis will include:

- A review of known population trends and range contractions
- Evaluation of existing threats to CBB (e.g., pesticides, habitat loss)
- Consideration of cumulative impacts from related or nearby projects (*if data is available)
- An assessment of how project mitigation and minimization measures offset potential risk to the species' long-term survival and reproductive success

6. Minimization and Mitigation Measures

Propose feasible and enforceable measures to avoid, minimize, and fully mitigate impacts. These may include:

- Seasonal work windows
- Designated biologist oversight
- Daily biological sweeps
- No-disturbance buffers around observed individuals or nests
- Restoration or enhancement of temporarily disturbed habitat
- Permanent preservation of habitat at a 1:1 or greater ratio

7. Monitoring and Reporting Plan

Develop a monitoring plan to document implementation and effectiveness of all minimization and mitigation measures. This may include photo documentation, habitat success criteria, and adaptive management triggers.

8. Funding and Implementation

Describe the funding sources and financial assurances that are available to fully implement the ITP requirements, including habitat restoration, long-term management, and any required endowment contributions.

Osprey will be available to coordinate directly with CDFW staff throughout the application process to facilitate review and respond to any requests for additional information. We will prepare and submit the

ITP package in a format consistent with CDFW's current guidelines and expectations. This scope assumes up to two meetings will be required to discuss the findings and ITP application.

Task 2: CBB Habitat Assessment of Offsite Mitigation Site (APNs 532-180-049 and -017)

The City owns two parcels that have been identified in the Project's regulatory permit applications to serve as offsite mitigation for jurisdictional impacts. The riparian/riverine portions of these parcels have already been surveyed by Osprey for suitability as mitigation for jurisdictional impacts; however, the survey did not assess whether it also contained suitable habitat for mitigation for CBB. Therefore, Osprey will conduct a biological assessment of the parcels to evaluate their suitability to support CBB habitat. This task will include both a comprehensive desktop review and a reconnaissance-level field assessment.

The desktop review will include a thorough analysis of relevant environmental databases and datasets, including but not limited to the California Natural Diversity Database (CNDDB) and applicable citizen science databases such as iNaturalist and the Xerces Society's California Bumble Bee Atlas. This review will assess the historical and recent documentation of CBB in the vicinity of the proposed mitigation parcels.

Following the literature review, Osprey biologists will conduct a field-based reconnaissance survey by foot to assess site conditions and determine habitat suitability for CBB. The survey will evaluate the presence and quality of key habitat features such as floral diversity and abundance, availability of nesting substrates (e.g., rodent burrows, thatch layers), and potential overwintering habitat. All blooming species observed will be recorded and mapped using GPS and/or GIS, and vegetation communities will be broadly classified to inform mitigation potential.

Upon completion of these efforts, Osprey will prepare a summary letter report detailing the findings of both the desktop and field assessments. The report will include a habitat suitability evaluation, mapped habitat features, and a discussion of the site's potential to serve as suitable mitigation for CBB under the California Endangered Species Act. This information will serve as baseline data to inform future coordination with the California Department of Fish and Wildlife and support Incidental Take Permit planning and review processes.

Task 3: Task 3. UAV (Drone) Survey(s) (Optional)

As an optional task, Osprey can perform a drone-based aerial survey of the two mitigation parcels identified in Task 2 to generate a high-resolution orthomosaic basemap. This product will provide a current, spatially accurate representation of site conditions, aiding in the visualization of habitat features and supporting documentation for mitigation planning.

The UAV survey will be conducted by an Osprey FAA-licensed Remote Pilot in Command (RPIC), accompanied by a qualified visual observer, in full compliance with FAA Part 107 regulations. Collected imagery will be processed into georeferenced orthomosaics suitable for GIS integration. The resulting basemap will enhance coordination with regulatory agencies, support comparative analyses over time, and provide a detailed visual record for future project documentation.

Drone survey data can be integrated into all deliverables prepared under Task 1 and Task 2 and will serve as a valuable resource for informing future monitoring, restoration planning, or adaptive management efforts on the mitigation parcels.

Task 4: WEBB Meetings and Coordination

WEBB has included 28 hours for meetings and coordination associated with Tasks 1-3 and Task 6. This includes reviewing documents, attending meetings, and coordinating with the City, and Morongo Band of Missions Indians for the tribal monitoring services agreement.

Task 5: Revise Street & Storm Drain Improvement Plans and Prepare Easement Documents

As part of the contract amendment, we will revise the street and storm drain improvement plans for the Sun Lake Boulevard project to incorporate design changes requested by Kinder Morgan. They have asked for the top of the slope to be moved 50 feet to the north along the eastern project boundary to accommodate the relocation of their existing fuel lines. In response, we will coordinate with the City to confirm the revised alignment and any right-of-way impacts. We will update the street improvement plans to reflect the new slope location and associated grading modifications. Additionally, we will revise the storm drain system design, including the relocation of the existing storm drain outlet and any affected infrastructure. We will prepare the slope & drainage and temporary construction easement (TCE) legal and plats. Our scope includes updating the relevant plan sheets, profiles, and details; providing revised quantities and construction cost estimates; and submitting the updated plans and easement documents for City review. We will also incorporate one round of review comments as part of this task.

Task 6: Archaeological and Paleontological Mitigation Measures

WEBB will partner with CRM Tech to provide the City with the qualified archaeologists and paleontologists in order to fulfill CEQA mitigation measures MM CR-1 (Monitoring and Inadvertent Discovery), MM GEO-1 (Paleontological Worker Environmental Awareness Program), and MM GEO-2 (Paleontological Resource Impact Mitigation Program).

Scope of Work: Preparation of the Paleontological Resource Impact Mitigation Program Document

CEQA mitigation measure **MM GEO-2** states that prior to the commencement of ground-disturbing activities, the Project Paleontologist (retained under **MM GEO-1**) shall prepare and implement a Paleontological Resource Impact Mitigation Program (PRIMP) for the Project. The PRIMP will describe the monitoring required during excavations that extend into locations of areas deemed to have a high paleontological resource potential, which include older Holocene-age and Pleistocene-age alluvial deposits. To meet the requirement to develop this document for this project, CRM TECH will review pertinent geological and paleontological documents available for the project area and vicinity and review the geotechnical study completed for the project as well as the site plan and grading plans. This information will be synthesized into a site-specific Program document that will outline the procedures for paleontological monitoring and for the proper treatment of all paleontological resources that may be encountered while monitoring the earth-disturbing activities associated with the project, as per the conditions for this project.

Scope of Work: Preparing and Presenting the Paleontological Worker's Environmental Awareness Program

CEQA mitigation measure **MM GEO-1** states that in order to educate the construction contractor and each of the construction crews about the types of paleontological resources that may be encountered along the Sun Lakes Boulevard Extension Project, prior to the start of the construction, the City of Banning shall retain a professional paleontologist (the "Project Paleontologist") to prepare a Paleontological Worker Environmental Awareness Program (WEAP). The Paleontological WEAP shall be taped and presented to any construction crew members not present at the preconstruction meeting during which it was initially presented prior to such crew members working on the Sun Lakes Boulevard Extension Project. To prepare for and present the training program, CRM TECH will review the available paleontological information for the study area and vicinity; collect information about the types fossils that might be present in the project area; gather examples of fossils (or photographs of fossils), maps, contact information, and other data for use during the training session; review and compile information regarding the monitoring activities including safety measures and the procedures to be followed during ground disturbance in sensitive areas and protocols that apply in the event that resources are discovered. This information will be assembled so that it can be presented in an easily understood, comprehensive Worker Environmental Awareness Program regarding paleontological resources.

Budget

Our proposed budget for the services listed herein will be billed on a not-to-exceed time and materials (T&M) basis according to our existing contract for a total not to exceed of **$59,600.**

	Environmental & Engineering Services	Fee
Task 1.	(Osprey) Preparation of CDFW ITP Application for the Crotch's Bumble Bee	$ 15,530
Task 2.	(Osprey) Biological Assessment for Potential Crotch's Bumblebee Mitigation Site(s) APNs: 532-180-049 & 532-180-017	$ 5,750
Task 3.	(Osprey) UAV (Drone) Survey (Optional)	$ 1,960
Task 4.	(WEBB) meetings and coordination, and tribal monitoring services agreement with Morongo Band of Mission Indians	$ 5,690
Task 5.	(WEBB) Revise Street & Storm Drain Improvement Plans and Prepare Easement Documents	$ 25,540
Task 6.	(CRM Tech) Prepare PRIMP; Prepare and Present Paleontological WEAP	$ 5,130
	TOTAL	**$ 59,600**

The following is a summary of original, current, and proposed authorizations according to our records.

WEBB Original Authorization:	$548,416.05 plus $54,841.61 contingency for total of $603,725.66
Change Order No. 1	$24,983.25 (subtracted from contingency)
Change Order No. 2	$5,974.88 (subtracted from contingency)
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City Council Resolution 2022-139	$148,222
Change Order No. 4	$496,079
Change Order No. 5	$57,080
Current Authorization	$1,305,106.66
Proposed Change Order	**$59,600**
Proposed Authorization	**$1,364,706.66**

If you find this request acceptable, please issue a contract amendment to our office. We appreciate this opportunity to be of service to the City and look forward to hearing from you. If you have any questions regarding this proposal, please call me at (951) 830-4305.

Sincerely,

ALBERT A. WEBB ASSOCIATES



Dilesh Sheth, PE, TE
Senior Vice President
Dilesh.Sheth@webbassociates.com

Copy: Stephanie Standerfer
Autumn DeWoody

AMENDMENT NO. 5 TO PROFESSIONAL SERVICES AGREEMENT (C00660) FOR THE DESIGN OF SUN LAKES BOULEVARD EXTENSION BY AND BETWEEN CITY OF BANNING AND ALBERT A. WEBB ASSOCIATES

THIS AMENDMENT NO. 5 TO THE PROFESSIONAL SERVICES AGREEMENT FOR SERVICES ("Amendment No. 5") by and between the **CITY OF BANNING** ("City") and **ALBERT A. WEBB ASSOCIATES**, a California Corporation ("Consultant") is effective as of this day: _____.

RECITALS

A. City and Consultant entered into that certain Agreement for Professional Design Services dated June 23, 2020 ("Agreement") whereby Consultant agreed to provide Design Services for the Design of Sun Lakes Boulevard Extension following a Request for Proposals for an amount not to exceed Five-Hundred Forty-Eight Thousand Four Hundred Sixteen Dollars and Five Cents ($548,416.05). The agreement included a 10% Contingency of Fifty-Four Thousand Eight Hundred Forty One Dollars and Sixty-One Cents ($54,841.61) for a total contract amount of Six Hundred Three Thousand Seven Hundred Twenty-Five Dollars and Sixty-Six Cents ($603,725.66). The Term of the Agreement was to commence on June 23, 2020, and continue in full force and effect until October 3, 2022.

B. On February 11, 2022, Public Works Department approved a change order to the Professional Services Agreement with Albert A. Webb Associates, Inc. for out-of-scope work including coordination with Western Riverside County Regional Conservation Authority (RCA) in the amount of $24,983.25, leaving a contingency balance of $29,858.36.

C. On March 21, 2022, Public Works Department approved a change order to the Professional Services Agreement with Albert A. Webb Associates, Inc. for the preparation of a sediment transport analysis (out of scope) in the amount of $5,974.88, leaving a contingency balance of $23,883.48.

D. On August 23,2022 City Council adopted City Council Resolution 2022-106 which authorized the increase in compensation for services provided under the Agreement by One Hundred Twenty-Nine Thousand Four Hundred Dollars ($129,400.00).

E. On October 11, 2022, City Council Adopted City Council Resolution 2022-139 to rescind Resolution 2022-106 and amend the Agreement to include additional compensation in the amount of One Hundred Forty-Eight Thousand Two Hundred Twenty-Two Dollars ($148,222.00) for a new contract total of Seven Hundred Fifty-One Thousand Nine Hundred Forty-Seven Dollars and Sixty-Six Cents ($751,947.66) and to extend the term of the Agreement through June 30, 2024.

F. On October 23, 2023, City and Consultant amended the Agreement to modify the Scope of Services, extend the Term of the Agreement to June 30, 2025, and increase the Contract Sum by Four Hundred Ninety-Six Thousand Seventy-Nine Dollars

($496,079.00) for a total not to exceed amount of One Million Two Hundred Forty-Eight Thousand Twenty-Six Dollars and Sixty-Six Cents ($1,248,026.66).

G. On January 6, 2025, City and Consultant amended the Agreement to extend the Term of the Agreement to June 30, 2026.

H. On May 27, 2025, City and Consultant amended the Agreement to modify the Scope of Services and increase the Contract Sum to One Million Three Hundred Five Thousand One Hundred Six Dollars and Sixty-Six Cents. ($1,305,106.66) as approved by City Council Resolution No. 2025-070.

I. City and Consultant now desire to amend the Agreement to modify the Scope of Services and increase the Contract Sum to One Million Three Hundred Sixty-Four Thousand Seven Hundred Six Dollars and Sixty-Six Cents. ($1,364,706.66).

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. 4 shall not exceed Fifty-Nine Thousand Six Hundred Dollars ($59,600.00) thereby increasing the Contract Sum, as set forth in Section 2.1 of the Agreement, to One Million Three Hundred Sixty-Four Thousand Seven Hundred Six Dollars and Sixty-Six Cents. ($1,364,706.66).

Miscellaneous Provisions

2.1 Continued Effect of Agreement. Except as amended by this Amendment No. 5, all provisions of the Agreement, as amended by Amendment Nos. 1, 2, 3, 4, and 5, shall remain unchanged and in full force and effect. From and after the date of this Amendment No. 5, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement, as amended by Amendment Nos. 1 through 5. In the event of a conflict between the provisions of this Amendment No. 5 and the provisions of the Agreement or Amendments No. 1 through 5, the provisions of this Amendment No. 5 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. 5.

2.3 Authority. The persons executing this Amendment No. 5 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. 5 on behalf of said party,

(iii) by so executing this Amendment No. 5, such party is formally bound to the provisions of this Amendment No. 5, and (iv) entering into this Amendment No. 5 does not violate any provision of any other agreement to which said party is bound.

1.3 Counterparts. This Amendment No. 5 may be signed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument.

1.4 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. 5 the date stated in the introductory clause.

CITY OF BANNING	CONSULTANT
Douglas Schulze, City Manager	NAME: TITLE:
City Council Approval: _____	NAME: TITLE:
ATTEST:	
Caroline Patton Administrative City Clerk	

NOTE: PROOF OF AUTHORITY TO BIND CONTRACTING PARTY REQUIRED. APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONSULTANT'S BUSINESS ENTITY.

August 8, 2025

Patrick Safari, CIP Manager
City of Banning
99 E. Ramsey Street
Banning, CA 92220

Sent via email: psafari@banningca.gov

RE: Proposal for Contract Amendment No. 6 - Additional Environmental and Engineering Services for Sun Lakes Boulevard Extension Project (PSA C00660)

Dear Patrick,

Pursuant to our discussion on July 3, 2025 and August 5, 2025, Albert A. WEBB Associates (WEBB) is pleased to provide you with this proposal for additional services for the Sun Lakes Boulevard Extension Project. The previous contract amendment authorized WEBB to conduct surveys for the Crotch's bumble bee (*Bombus crotchii*, CBB*)* within the Project limits. CBB is a candidate for listing under the California Endangered Species Act and therefore treated as a listed species by the California Department of Fish and Wildlife (CDFW). The surveys were needed to comply with the Project's CEQA mitigation measures and the forthcoming Streambed Alteration Agreement from CDFW. WEBB partnered with Osprey Environmental Associates who maintains the required credentials to survey for CBB.

The bee was found within the Project limits on June 27, 2025. Therefore, this contract amendment reflects the anticipation that the City will need an Incidental Take Permit (ITP) for CBB from CDFW and that the offsite mitigation proposed for mitigating the Project's jurisdictional impacts may also be required to include mitigation for CBB.

In addition, the City has been coordinating with Kinder Morgan on the relocation of their fuel lines within the Sun Lake Boulevard project limits. Last week, Kinder Morgan requested that the slope be moved 50 feet to the north along the eastern project boundary. This proposed change will require revisions to the street improvement plans, including the relocation of the storm drain outlet. In addition, preparation of the slope & drainage and the temporary construction easement documents. The City is requesting a contract amendment to revise the street & storm drain improvement plans and easement document to accommodate Kinder Morgan's request.

Finally, the City is preparing for pre-construction and construction surveys and has requested WEBB to provide archaeological and paleontological support for CEQA mitigation measures MM CR-1 (Monitoring and Inadvertent Discovery), MM GEO-1 (Paleontological Worker Environmental Awareness Program), and MM GEO-2 (Paleontological Resource Impact Mitigation Program).

Scope of Work

Task 1: Incidental Take Permit (ITP) Application

Osprey will prepare a complete ITP application that addresses potential impacts to CBB. The ITP application will include the following components:

1. Project Description

A detailed description of the proposed project, including scope, purpose, construction activities, and schedule, emphasizing elements relevant to biological resources and potential impacts to CBB.

2. Project Location

A clear and accurate description of the project location, including jurisdiction, parcel boundaries, and regional context. GIS-based mapping will support this section, showing the spatial relationship of project elements to known CBB habitat.

3. Take Analysis

Assess the likelihood, nature, and extent of incidental take resulting from proposed project activities. This will include direct (e.g., crushing during grading) and indirect (e.g., habitat degradation) take mechanisms and their anticipated frequency and scale.

4. Impact Analysis

Evaluate the biological significance of the anticipated take, with an emphasis on how project-related impacts may affect local CBB populations. This will include discussion of habitat quality, floral resource availability, and the role of the site in the species' life cycle.

5. Jeopardy Analysis

Assess whether issuance of the ITP would jeopardize the continued existence of CBB. This analysis will include:

- A review of known population trends and range contractions
- Evaluation of existing threats to CBB (e.g., pesticides, habitat loss)
- Consideration of cumulative impacts from related or nearby projects (*if data is available)
- An assessment of how project mitigation and minimization measures offset potential risk to the species' long-term survival and reproductive success

6. Minimization and Mitigation Measures

Propose feasible and enforceable measures to avoid, minimize, and fully mitigate impacts. These may include:

- Seasonal work windows
- Designated biologist oversight
- Daily biological sweeps
- No-disturbance buffers around observed individuals or nests
- Restoration or enhancement of temporarily disturbed habitat
- Permanent preservation of habitat at a 1:1 or greater ratio

7. Monitoring and Reporting Plan

Develop a monitoring plan to document implementation and effectiveness of all minimization and mitigation measures. This may include photo documentation, habitat success criteria, and adaptive management triggers.

8. Funding and Implementation

Describe the funding sources and financial assurances that are available to fully implement the ITP requirements, including habitat restoration, long-term management, and any required endowment contributions.

Osprey will be available to coordinate directly with CDFW staff throughout the application process to facilitate review and respond to any requests for additional information. We will prepare and submit the

ITP package in a format consistent with CDFW's current guidelines and expectations. This scope assumes up to two meetings will be required to discuss the findings and ITP application.

Task 2: CBB Habitat Assessment of Offsite Mitigation Site (APNs 532-180-049 and -017)

The City owns two parcels that have been identified in the Project's regulatory permit applications to serve as offsite mitigation for jurisdictional impacts. The riparian/riverine portions of these parcels have already been surveyed by Osprey for suitability as mitigation for jurisdictional impacts; however, the survey did not assess whether it also contained suitable habitat for mitigation for CBB. Therefore, Osprey will conduct a biological assessment of the parcels to evaluate their suitability to support CBB habitat. This task will include both a comprehensive desktop review and a reconnaissance-level field assessment.

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Budget

Our proposed budget for the services listed herein will be billed on a not-to-exceed time and materials (T&M) basis according to our existing contract for a total not to exceed of **$59,600.**

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Sincerely,

ALBERT A. WEBB ASSOCIATES



Dilesh Sheth, PE, TE
Senior Vice President
Dilesh.Sheth@webbassociates.com

Copy: Stephanie Standerfer
Autumn DeWoody

CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Arturo Vela, Acting City Manager**
PREPARED BY:	**Barbara Mason, Chief Procurement Officer** **Michelle Green, ASD**
MEETING DATE:	**August 26, 2025**
SUBJECT:	**Consideration of Resolution 2025-117 Approving the Budget Allocation to Renew Agreement with Vigilant for Cybersecurity Monitoring, Threat detection, & remediation**

RECOMMENDATION:

Adopt Resolution 2025-117

BACKGROUND:

In today's digital landscape, cybersecurity has become a critical priority for organizations. With the increasing reliance on online platforms to store sensitive customer data, financial records, and the City's intellectual property, businesses are increasingly vulnerable to sophisticated cyber threats. The protection of digital assets is no longer optional-it is essential. Traditional, off-the-shelf solutions such as antivirus software and firewalls are no longer sufficient on their own. Cybercriminals continue to evolve, employing advanced tactics that can bypass conventional defenses. To effectively safeguard the City's computing environment, a comprehensive and proactive cybersecurity strategy is required—one that addresses all facets of security, including people, processes, and technology. Implementing robust monitoring and response service is vital. Such a service enhances the City's ability to detect and respond to anomalous activity in real time, enabling swift action to mitigate threats. This not only reduces potential financial and reputational damage but also strengthens the overall resilience of City operations against cyberattacks

JUSTIFICATION:

Cybersecurity is essential to ensuring the confidentiality, integrity, and availability of the City's information systems. These systems encompass a wide range of sensitive assets, including personally identifiable information (PII), personal data, intellectual property, and critical governmental and industry-specific information. Without a comprehensive cybersecurity program, the City remains highly vulnerable to data breach campaigns, making it an attractive target for cybercriminals.

A robust cybersecurity monitoring and response framework offers numerous strategic benefits, including:

- Minimizing the risk of data breaches
- Enhancing response times to cyber incidents

- Safeguarding personal and sensitive data
- Identifying and addressing security vulnerabilities
- Ensuring compliance with regulatory standards
- Reducing operational downtime
- Preserving public trust and organizational reputation
- Improving data governance and management
- Strengthening the City's overall cybersecurity posture

Investing in proactive cybersecurity measures is not only a technical necessity, but also a foundational component of responsible governance and operational resilience.

FISCAL IMPACT:

Total Cost per renewal year 2026-2027 $103,303.

ALTERNATIVES:

1. Approve as recommended
2. Do not approve and provide alternative direction

BUDGETED?:

Yes

CONTRACT/AGREEMENT:

Yes

ATTACHMENTS:

1. Attachment_1-_Resolution_2025-117_Agreement_with_Vigilant_Managed_Endpoint_Detection_and_Response__MEDR_.docx
2. Presentation.pptx
3. City of Banning_Vigilant 1 Year Renewal Agreement 7.9.2025.pdf

RESOLUTION 2025-117

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, ADOPTING RESOLUTION 2025-117 AUTHORIZING AND APPROVING THE CITY MANAGER TO EXTEND THE AGREEMENT WITH VIGILANT, LLC FOR A ONE-YEAR IN PERFORMANCE OF THE MANAGED ENDPOINT DETECTION AND RESPONSE (MEDR), INCLUDING YEARROUND, 24 HOUR, 7 DAYS PER WEEK (24/7/365) CYBERSECURITY MONITORING AND RESPONSE SERVICES FOR A TOTAL 1-YEAR NOT-TO-EXCEED AMOUNT OF $103,303

WHEREAS, it is necessary to protect sensitive customer data including personally identifying information (PII), financial information, and City intellectual property; and

WHEREAS, the sophistication of cybercriminals has increased significantly in recent years with tactics becoming more resilient to cyber-defenses; and

WHEREAS, the City needs to move to a more proactive cybersecurity model with a solution that provides shared risk to the City and provides virtual onsite monitoring and response to attacks and unlimited breach response.

WHEREAS, on September 12, 2023, the City Council approved a two-year agreement with Vigilant, LLC for these services.

WHEREAS, Staff is requesting to extend the agreement for an additional year with Vigilant, LLC for these services in the amount of $103,303.

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

SECTION 1. The City Council approves the City Manager to authorize budget adjustments, make non-substantive changes to the agreement, and extend the agreement for an additional 1-year with Vigilant, LLC for the Managed Endpoint Detection and Response (MEDR) with a total not-to-exceed amount of $103,303.

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 26th day of August 2025.

Sheri Flynn, Mayor
City of Banning

ATTEST:

Sandra Calderon, Acting Administrative
City Clerk, City of Banning

APPROVED AS TO FORM AND LEGAL CONTENT:

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

CERTIFICATION:

I, Sandra Calderon, Acting Administrative City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution 2025-117, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 26th day of August 2025 by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Sandra Calderon, Acting Administrative City Clerk, City of Banning, California

RENEW CYBERSECURITY SERVICES WITH VIGILANT

The City Council adopt Resolution No. authorizing the budget allocation to renew agreement with Vigilant for 24x7x365 Cybersecurity monitoring and response service.

Why Cybersecurity Is Essential for Banning

- Banning's digital infrastructure supports police, community development, public works, utilities, and public records
- Cyber threats are increasing in frequency and sophistication
- Vigilant has provided reliable protection and rapid response
- Continued partnership ensures stability, safety, and compliance

Vigilant Services Overview

- Annual Contract: $103,303
- Services Include:
  - 24/7 network monitoring
  - Threat detection and incident response
  - Regulatory compliance support
  - Forensic analysis and recovery
  - Shared Responsibility Model

Risks of Discontinuing Services

Threat Type	Potential Impact on Banning
Ransomware Attack	$500K–$1M+, halted services
Data Breach	Legal liability, resident data exposed
System Downtime	Utility billing delays, permit backlogs
Compliance Failure	Fines, grant ineligibility
Reputation Damage	Loss of public trust

ROI Breakdown – Vigilant Contract

Estimated Annual Savings from Vigilant Services:

Benefit Area	Estimated Savings
Breach Prevention	$750,000
Downtime Reduction	$50,000
Compliance Avoidance	$100,000
Staff Efficiency Gains	$25,000
	Total Savings | $925,000

Net ROI: $925,000 – $103,303 = $821,697
ROI Percentage: ≈ 795%

* "The figures presented are derived from historical industry data collected from organizations that have experienced cybersecurity incidents."

Strategic Benefits of Continuing with Vigilant

- Maintains continuity of protection
- Leverages existing infrastructure and protocols
- Avoids transition delays and vulnerabilities
- Supports grant eligibility and compliance
- Reinforces public confidence in city leadership

Fiscal Responsibility & Stewardship

- Proactive investment avoids reactive spending
- Demonstrates accountability and transparency
- Aligns with smart city and modernization goals
- Supports long-term financial sustainability

Recommendation

Approve continuation of cybersecurity services with Vigilant

- **Annual contract: $103,303**
- **Maintain current protections and protocols**

Services Subscription Renewal Agreement

VIGILANT
7570 Bales St., Suite 250
Liberty Township, Ohio 45069

Proposal Date: July, 09 2025
Client ID: 767
Prepared By: Valerie Stammen

Prepared For: City of Banning
99 East Ramsey Street
Banning, CA 92220

SUBSCRIPTION AGREEMENT

This Subscription Renewal Agreement is an extension to and remains subject to the existing Agreement between Vigilant LLC ("Vigilant") and City of Banning ("Client") dated September 29, 2023. This Renewal may represent additional terms to the Agreements. All provisions of the Agreement not expressly amended hereby shall remain in full force and effect.

The parties acknowledge that this Renewal Agreement includes the following provisions:

- Client agrees to renew the agreement with Vigilant dated September 29, 2023 by the term of 1 years effective September 29, 2025.
- Client agrees to the revised monthly recurring fees outlined in the Services Cost Summary table below.
- IMPORTANT: Client is responsible for paying the contracted amount as stated and any increase on endpoint count over the original signed contract.

By signing this Addendum, you are agreeing to the terms and conditions contained herein, and you also expressly agree to all of our standard terms, conditions, and policies included at the following web address: https://vigilantnow.com/terms-conditions as of the date of this addendum.

SERVICES COST SUMMARY

Service Description	Previous	Change	Revised	
Vigilant Network MDR Monthly Recurring Cost:	$ 5,364.34	$ 268.22	$ 5,632.56	
Vigilant MEDR Monthly Recurring Cost:	$ 2,835.00	$ 141.00	$ 2,976.00	
Vigilant 365 Serives Monthly Recurring Cost:	$ -	$ -	$ -	
Total Monthly Recurring Cost:	**$ 8,199.34**	**$ 409.22**	**$ 8,608.56**	* See Note

MNDR Invoice Schedule:
1) Certification Cost: One-time charge invoiced between the first three days after signing the agreement.
2) Monthly Recurring Cost: MRR invoicing will start when equipment is shipped.

MEDR Invoice Schedule:
1) Certification Cost: One-time payment invoiced between the first three days after signing the agreement.
2) Monthly Recurring cost: MRR will be invoiced the first of the following month from the signed date of the agreement.

VIGILANT
7570 Bales St., Suite 250
Liberty Township, Ohio 45069

SERVICES COST DETAIL

VIGILANT NETWORK MDR

Speed	Sensor Type	Site Location	QTY	MRR	Line Total
Up to 300 Mbps	2200	City Hall	1	$ 3,536.83	$ 3,536.83
Up to 100 Mbps	1200	Police Department	1	$ 2,095.72	$ 2,095.72
					$ -
					$ -
					$ -
					$ -
				Total MRR:	**$ 5,632.56**

VIGILANT MEDR

Protection Type	QTY	MRR	Line Total
MEDR Service			$ -
Complete Service	300	$ 9.92	$ 2,976.00
Base Service			$ -
IT Asset Compliance			$ -
Vulnerability Management			$ -
		Total MRR:	**$ 2,976.00**

VIGILANT 365 SERVICES

Protection Type	QTY	MRR	Line Total
Revised Total Monthly Recurring Cost:	-		$ -
		Total MRR:	**$ -**

* Vigilant Network MNDR: Final One Time Charge and Monthly Recurring Cost are subject to confirmation of the final installation's design.
* MEDR Service: Client is responsible for paying the contracted amount as stated and any increase on endpoint count over the original signed contract.
* Vigilant V365: Based on 5 Advanced Level Accounts. Actual Monthly Recurring Cost is based on actual advanced level accounts.

AGREEMENT SIGNATURES

The undersigned approved the renewal of the Subscription Agreement defined above.

Client - City of Banning	**Vigilant LLC.**
Name:	Name:
Signature:	Signature:
Title:	Title:
Date:	Date:

Form ver 59.0

CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Arturo Vela, Acting City Manager**
PREPARED BY:	**Shah Nawaz, Deputy Water/Wastewater Director** **Art Vela, Acting City Manager**
MEETING DATE:	**August 26, 2025**
SUBJECT:	**Consideration of Resolution 2025-118, Approving Amendment No.1 to the Professional Services Agreement with Kimley Horn in the Amount of $112,928.00 for Additional Environmental Services for the Wastewater Treatment Plant Upgrades Project.**

RECOMMENDATION:

Adopt Resolution 2025-118.

BACKGROUND:

The City of Banning Wastewater Treatment Plant (WWTP), also known as the Water Reclamation Facility, is responsible for the collection, treatment, and disposal of municipal sewage. The City has determined that the WWTP requires both capacity and treatment process improvements to accommodate community growth, produce recycled water to strengthen the City's water supply portfolio, and comply with upcoming wastewater effluent discharge quality permit requirements.

To advance the project, the City must comply with the California Environmental Quality Act (CEQA). Because the project may also receive federal funding, staff recommends preparing an environmental clearance document that satisfies both State requirements under CEQA and Federal requirements under the National Environmental Policy Act (NEPA).

On February 22, 2024, staff issued a Request for Proposals to firms on the City's approved On-Call Environmental and Engineering Consultant Services list. One proposal was received from Kimley-Horn. Following evaluation, staff recommended, and the City Council approved via Resolution 2024-70 on May 14, 2024, the award of a Professional Services Agreement to Kimley-Horn in the amount of $192,892.

Subsequently, on February 25, 2025, the City Council approved Resolution 2025-30, awarding a Progressive Design-Build Agreement to AECOM/W.M. Lyles, A Joint Venture, for Phase I (design) of the WWTP and Recycled Water Upgrades. To produce Title 22 compliant tertiary-treated recycled water for landscape and irrigation use within the City, the treated wastewater effluent must undergo an additional process called Reverse Osmosis (RO) to reduce total dissolved solids (TDS, as in salts and nutrients) concentrations. This process generates a by-product known as RO reject (brine), a highly concentrated salt solution, which must be further dried and disposed of at designated waste facilities.

Initially, the City anticipated discharging brine to the neighboring City of Beaumont's wastewater collection system, which conveys brine to the Inland Empire Brine Line under the jurisdiction of the Santa Ana Regional Water Quality Control Board (RWQCB), ultimately discharging to the Pacific Ocean. However, because the City of Banning is primarily within the jurisdiction of the Colorado River Basin

RWQCB, the Santa Ana RWQCB did not approve the proposed interconnection and discharge.

As a result, the City must construct approximately 20 acres of lined brine drying ponds. The existing CEQA professional services agreement with Kimley-Horn did not include environmental clearance for these brine drying ponds, making an amendment to the current scope necessary.

JUSTIFICATION:

The planned upgrades at the WWTP are classified as a "Project" under the California Environmental Quality Act (CEQA) and must comply with all applicable CEQA requirements. In addition, compliance with the National Environmental Policy Act (NEPA) will position the City to receive potential federal funding.

Kimley-Horn has submitted a proposal (Amendment No. 1) in response to the City's request for additional CEQA/NEPA services to address the newly identified requirement for approximately 20 acres of brine drying ponds. The proposed amendment, in the amount of $112,928, was evaluated by staff and determined to be acceptable, with the fee consistent with projects of similar scope and complexity.

Kimley-Horn is a highly reputable firm, currently under contract to provide CEQA/NEPA services for the remainder of the WWTP upgrades, and has the necessary expertise and resources to complete the additional scope of work in a timely and thorough manner.

FISCAL IMPACT:

The Amendment No. 1 proposal in the amount of $112,928 to the existing Professional Services Agreement will be funded by Account No. 681-8000-454.90-78.

ALTERNATIVES:

Do not approve Resolution 2025- 118. The WWTP upgrade and improvement project will not be able to move forward without compliance with CEQA and NEPA.

BUDGETED?:

Yes

CONTRACT/AGREEMENT:

Yes

ATTACHMENTS:

1. Resolution No. 2025-118.docx
2. Resolution No. 2025-030 (For Refrence Purposes Only).pdf
3. Amend No.1.pdf

RESOLUTION 2025-118

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, APPROVING AMENDMENT NO.1 TO THE PROFESSIONAL SERVICES AGREEMENT WITH KIMLEY HORN IN THE AMOUNT OF $112,928.00 FOR ADDITIONAL ENVIRONMENTAL SERVICES FOR THE WASTEWATER TREATMENT PLANT UPGRADES PROJECT.

WHEREAS, the City of Banning Wastewater Treatment Plant (WWTP), also known as the Water Reclamation Facility, is responsible for the collection, treatment, and disposal of municipal sewage. The City has determined that the WWTP requires both capacity and treatment process improvements to accommodate community growth, produce recycled water to strengthen the City's water supply portfolio, and comply with upcoming wastewater effluent discharge quality permit requirements; and

WHEREAS, to advance the project, the City must comply with the California Environmental Quality Act (CEQA). Because the project may also receive federal funding, staff recommends preparing an environmental clearance document that satisfies both State requirements under CEQA and Federal requirements under the National Environmental Policy Act (NEPA); and

WHEREAS, on February 22, 2024, staff issued a Request for Proposals to firms on the City's approved On-Call Environmental and Engineering Consultant Services list. One proposal was received from Kimley-Horn. Following evaluation, staff recommended, and the City Council approved via Resolution 2024-70 on May 14, 2024, the award of a Professional Services Agreement to Kimley-Horn in the amount of $192,892; and

WHEREAS, subsequently, on February 25, 2025, the City Council approved Resolution 2025-30, awarding a Progressive Design-Build Agreement to AECOM/W.M. Lyles, A Joint Venture, for Phase I (design) of the WWTP and Recycled Water Upgrades. To produce Title 22 compliant tertiary-treated recycled water for landscape and irrigation use within the City, the treated wastewater effluent must undergo an additional process called Reverse Osmosis (RO) to reduce total dissolved solids (TDS, as in salts and nutrients) concentrations. This process generates a by-product known as RO reject (brine), a highly concentrated salt solution, which must be further dried and disposed of at designated waste facilities; and

WHEREAS, initially, the City anticipated discharging brine to the neighboring City of Beaumont's wastewater collection system, which conveys brine to the Inland Empire Brine Line under the jurisdiction of the Santa Ana Regional Water Quality Control Board (RWQCB), ultimately discharging to the Pacific Ocean. However, because the City of Banning is primarily within the jurisdiction of the Colorado River Basin RWQCB, the Santa Ana RWQCB did not approve the proposed interconnection and discharge; and

WHEREAS, as a result, the City must construct approximately 20 acres of lined brine drying ponds. The existing CEQA professional services agreement with Kimley-Horn did not include environmental clearance for these brine drying ponds, making an amendment to the current scope necessary; and

WHEREAS, the planned upgrades at the WWTP are classified as a "Project" under the California Environmental Quality Act (CEQA) and must comply with all applicable CEQA requirements. In addition, compliance with the National Environmental Policy Act (NEPA) will position the City to receive potential federal funding; and

WHEREAS, Kimley-Horn has submitted a proposal (Amendment No. 1) in response to the City's request for additional CEQA/NEPA services to address the newly identified requirement for approximately 20 acres of brine drying ponds. The proposed amendment, in the amount of $112,928, was evaluated by staff and determined to be acceptable, with the fee consistent with projects of similar scope and complexity; and

WHEREAS, Kimley-Horn is a highly reputable firm, currently under contract to provide CEQA/NEPA services for the remainder of the WWTP upgrades, and has the necessary expertise and resources to complete the additional scope of work in a timely and thorough manner.; and

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

SECTION 1. The City Council approve Amendment No.1 to the Professional Services Agreement with Kimley Horn in the Amount of $112,928.00 for Additional Environmental Services for the Wastewater Treatment Plant Upgrades Project.

SECTION 2. The City Council authorizes the City Manager to make non-substantive changes to the Amendment No.1 to the Professional Services Agreement with Kimley Horn in the Amount of $112,928.00 for Additional Environmental Services for the Wastewater Treatment Plant Upgrades Project on behalf of the City Council.

SECTION 3. The City Council authorizes the City Manager, or designee, to make necessary budget adjustments, appropriations, and transfers related to this resolution.

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

PASSED, APPROVED AND ADOPTED this 26th day of August, 2025.

Sheri Flynn, Mayor
City of Banning

ATTEST:

Sandra Calderon, Acting Administrative City Clerk
City of Banning

APPROVED AS TO FORM:

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

CERTIFICATION:

I, Caroline Patton, Administrative City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution 2025-118, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 26th day of August, 2025 by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Sandra Calderon, Acting Administrative City Clerk
City of Banning, California

EXHIBIT A

Amendment No.1 to the Professional Services Agreement with Kimley Horn in the Amount of $112,928.00 for Additional Environmental Services for the Wastewater Treatment Plant Upgrades Project.

RESOLUTION 2025-30

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, AWARDING A PROGRESSIVE DESIGN-BUILD AGREEMENT FOR PHASE 1 TO AECOM LYLES JV FOR PROJECT NO. 2022-01W "WASTEWATER TREATMENT PLANT AND RECYCLED WATER UPGRADES" IN THE AMOUNT OF $3,998,627 AND APPROVING A 10% CONTENGENCY FOR A TOTAL PROJECT BUDGET OF $4,398,490

WHEREAS, the City of Banning owns and operates a wastewater treatment plant WWTP) also knows as the Water Reclamation Facility which includes a current treatment process consisting of preliminary, primary, secondary, disinfection and sludge disposal; and

WHEREAS, the WWTP has a design treatment capacity of 3.6 million gallons per day (MGD) and typical average daily discharges ranging from 2.0 MGD to 2.1 MGD into 10 unlined evaporation/percolation ponds; and

WHEREAS, the City has recognized a need to construct major improvements to the WWTP in order to comply with California Regional Water Quality Control Board, Colorado River Basin Region (RWQCB) Board Order R7-2016-0015; to increase treatment capacity to support increasing demands; and to enhance the City's water supply portfolio by developing a recycled water supply; and

WHEREAS, the City Council approved Resolution 2021-50, adopting the 2020 Urban Water Management Plan (UWMP). The UWMP is a planning document with a 20-year planning horizon that assess the water supply and water demand for the City. As part of the assessment all current water supplies and in the future water supplies are include as part of the City's water supply portfolio, which includes the use of "recycled water" to supplement potable demands (i.e. irrigation demands) and for groundwater recharge; and

WHEREAS, on August 9, 2024 the City released a request for proposals (RFP) and received three (3) proposals from pre-qualified Progressive Design-Build Firms. Based on the evaluation and scoring criteria, and the results of an interview conducted by City staff, it was determined that AECOM Lyles JV scored the highest and has the qualifications and experience to successfully complete the scope of services as the Progressive Design-Builder on the Wastewater Treatment Plant and Recycled Water Upgrades project; and

WHEREAS, staff recommends awarding the Progressive Design-Build Agreement for Phase 1 of the Wastewater Treatment Plant and Recycled Water Upgrades project to AECOM Lyles JV in the amount of $3,998,627; and

WHEREAS, the total project budget for Phase 1, including the Agreement and 10% contingency, is for an amount of $4,398,490; and

WHEREAS, the current adopted budget for Fiscal Year 2024/2025 includes a budgeted amount of $3,000,000 in Account No. 681-8000-454.95-12, and another $3,000,000 in Account No. 682-8050-454.95-10. The 10% contingency will be funded from Account 682.

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

SECTION 1. The City Council approves the Progressive Design-Build Agreement for Phase 1 with AECOM Lyles JV for Project No. 2022-01W "Wastewater Treatment Plant and Recycled Water Upgrades" in the Amount of $3,998,627 and Approving a 10% Contingency for a Total Project Budget of $4,398,490.

SECTION 2. The City Council authorizes the City Manager to make non-substantive changes to the Progressive Design-Build Agreement and to execute the Progressive Design-Build Agreement with AECOM Lyles JV on behalf of the City Council.

SECTION 3. The City Council authorizes the City Manager, or designee, to make necessary budget adjustments, appropriations, and transfers related to this resolution and to approve change orders within the 10% contingency.

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

PASSED, APPROVED AND ADOPTED this 25th day of February, 2025.

Sheri Flynn, Mayor
City of Banning

ATTEST:

Caroline Patton, Administrative City Clerk
City of Banning

APPROVED AS TO FORM:

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

CERTIFICATION:

I, Caroline Patton, Administrative City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution 2025-30, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 25th day of February, 2025 by the following vote, to wit:

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

NOES:

ABSENT:

ABSTAIN:

Caroline Patton, Administrative City Clerk
City of Banning, California

EXHIBIT A

Progressive Design-Build Agreement for Phase 1 to AECOM Lyles JV for "Wastewater Treatment Plant and Recycled Water Upgrades" Project

DBIA Contract Document #545

Progressive Design-Build Agreement for Water and Wastewater Projects

This Progressive Design-Build Agreement has been developed in conjunction with and endorsed by the Water Collaborative Delivery Association.

Water Collaborative Delivery Association
Better Projects, Together.

Document No. 545
Second Edition, 2024

© Design-Build Institute of America
Washington, D.C.

DBIA

CITY OF BANNING

This **AGREEMENT** is made as of the _____ day of _____ _____ in the year of 20_____, by and between the following parties, for services in connection with the Project identified below:

OWNER:
Arturo Vela
Public Works Director
City of Banning
99 E. Ramsey Street
Banning, CA 92220

DESIGN-BUILDER:
AECOM & WML VIII, A Joint Venture
26501 Madison Avenue
Murrieta, CA 92562

PROJECT:
Design and Construction of the City of Banning Wastewater Treatment Plant and Recycled Water Upgrades Project
2242 Charles Street
Banning, CA 92220

In consideration of the mutual covenants and obligations contained herein, Owner and Design-Builder agree as set forth herein.

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Article 1

Design-Builder's Services and Responsibilities

1.1 General Services.

1.1.1 Design-Builder has demonstrated its competence and professional qualifications necessary for the satisfactory performance of the services designated herein by virtue of its experience, training, education and expertise.

1.1.2 Owner has provided Design-Builder with Project background documents, including but not limited to, the Design Criteria Report and Preliminary Design Drawings, (Exhibit A) depicting the Owner's program requirements and objectives for the Project, collectively referred to as the Basis of Design Documents. Owner's Basis of Design Documents may include conceptual documents, design specifications, design performance specifications, and other technical materials and requirements prepared by or for Owner.

1.1.3 Prior to the execution of construction Contract(s), Design-Builder has advanced the Owners' Design Criteria Report and Preliminary Drawings, and has provided additional, different or innovative approaches to the design and construction of the Project, upon which the Design-Builder has provided fixed Design-Build price(s).

1.1.4 Design-Builder shall have the sole and exclusive responsibility and liability for the design, construction and performance of the Project based on the scope and terms of the Agreement and, notwithstanding the information contained in the Owner's Project background documents, and to ensure compliance with all applicable Governmental Rules, Regulations, and Requirements.

1.1.5 All professional services work performed in connection with this Contract shall be performed in a manner consistent with the standard of care ordinarily exercised by those who provide architectural, engineering, planning and design services for projects of similar size, scope and complexity for water treatment facilities in the United States, and consistent with the standard of care ordinarily exercised by those who specialize in such specialty services. In addition, all work is to be performed within the standard of care for California architects, engineers, planners and designers. Neither review nor approval of Design-Builder's work by Owner, any employee, any agent/consultant of Owner, or any other person shall in any way relieve Design-Builder from its duty to utilize this standard of care in the performance of its duties. Design-Builder agrees to provide its professional services in a manner that is in the Owner's economic and governmental best interests, consistent with this standard of care and the Design-Builder's professional obligations.

1.1.6 In compliance with Government Code section 7550, the Design Builder shall include a separate section in the proposal prepared pursuant to this Agreement,

which contains a list of all the subcontractors and dollar amounts of all contracts and subcontracts required for the preparation of work described in this Agreement.

1.1.7 Cooperation. The Design-Builder shall assist the Owner's staff and reasonably cooperate with the Owner and all other designated representatives during the design and construction of the Project. The Owner shall cooperate and cause its agencies to promptly review all documentation and submittals.

1.1.8 Management. The Design-Builder shall implement suitable management systems and work plans for the Project relative to Project safety, quality assurance and managing and controlling the Work.

1.1.9 Reports. The Design-Builder shall prepare and submit to the Owner, during both the Design Phase and the Construction Phase, monthly progress reports on the Work accomplished during the prior monthly period, which reports shall be prepared in a manner and in a format reasonably acceptable to the Owner and Design-Builder, and mutually agreed by both parties. Such reports shall be furnished at the time of submission of each monthly Application for Payment or Invoice. As part of such report, the Design-Builder shall provide an updated Schedule, including Critical Path Method (CPM) illustrating the progress which has been made, by reference to the CPM, and specifically whether the Work is on schedule or behind schedule and actions being taken to correct Schedule slippage. The monthly report shall also set forth the Design-Builder's projected progress for the forthcoming month.

1.1.10 Close Out. The Design-Builder shall comply with all Owner requirements for the turnover of the facilities, including final regulatory submittals, submittal of close-out documents.

1.2 Phased Services.

1.2.1 Phase 1 Services (Design and Preconstruction)

1.2.1.1 Phase 1 Services. Design-Builder shall perform the services of design, pricing and other services for the Project based on Owner's Design Criteria and Preliminary Drawings, as may be revised, submitted and accepted by Owner. Design-Builder shall perform such services to the level of completion required for Design-Builder to establish the Guaranteed Maximum Price, upon which acceptance by the Owner, the Design-Builder and Owner will establish the Contract Price for Phase 2, as set forth in Section 1.3 below. The Contract Price for Phase 2 shall be developed during Phase 1 on an "open-book" basis. Design-Builder's Compensation for Phase 1 Services is set forth in Article 6 herein. The level of completion required for Phase 1 Services is defined in Exhibit B, Scope of Work (either as a percentage of design completion or by defined deliverables), upon which the GMP(s) are based. Design-Builder shall perform such services to the level of completion required for Design-Builder to complete the Project.

1.2.1.2 The Contract Price for Phase 2 is to be documented through the Contract Price Amendment(s) for Phase 2, as set forth in Section 1.3 below. Design work following the establishment of the Contract Price Amendment(s) shall also be considered Phase 1 work. Further, if the Design-Builder's Guaranteed Price Proposal is rejected in accordance with Section 1.3.2.3 (iii) below, any design work required to complete the design shall be considered Phase 1 work. Design-Builder's compensation for Phase 1 services is set forth in Section 6 herein.

1.2.1.3 Owner reserves the right to release multiple amendments for various early work packages associated with Phase 2 work. Design-Builder shall provide all guaranteed price proposals required to support the amendments to this agreement.

1.2.1.4 Design-Builder shall review and prepare a written evaluation of Owner -provided Project Criteria, including recommendations to the Owner for different and innovative approaches to the design and construction of the Project. The parties shall meet to discuss Design-Builder's written evaluation of The Owner's Project Criteria and agree upon what revisions, if any, should be made to such criteria. The work involved in progressing from draft Owner Project's Criteria to final Owner's Project Criteria shall be compensated as part of the Design-Builder's Phase 1 services.

1.2.1.5 Basis of Design. The Design-Builder shall provide Basis of Design Report (BODR) based on the mutually agreed-upon project schedule, and comprehensive budget for the Cost of the Work prepared by the Design-Builder. The documents shall establish the conceptual design of the Project illustrating the scale and relationship of the Project components. The BODR may include study models, perspective sketches, electronic modeling or combinations of these media. Preliminary selections of major project's systems and construction materials shall be noted on the drawings or described in writing. These documents shall be presented to the Owner for review and approval.

1.2.1.6 Design Development Documents. The Design-Builder shall provide design development documents based on the approved BODR and updated comprehensive budget for the Cost of the Work. The design development documents shall illustrate and describe the refinement of the design of the Project, establishing the scope, relationships, forms, size and appearance of the Project by means of plans, sections and elevations, typical construction details, and equipment layouts. The design development documents shall include specifications that identify major material and systems and establish in general their quality levels. These documents shall be presented to the Owner for review and approval.

1.2.1.7 Construction Documents. The Design-Builder shall provide Construction Documents based on the approved design development documents and updated comprehensive budget for the Cost of the Work.

The Construction Documents shall set forth in detail the requirements for construction of the Project. The Construction Documents shall include drawings and specifications that establish in detail the quality levels of materials and systems required for the Project. These documents shall be presented to the Owner for review and approval.

1.2.1.8 Review of Construction Documents and Field Conditions. Notwithstanding review and approval by the Owner, the Design-Builder shall be responsible for all errors, inconsistencies, or omissions in the Construction Documents. The Design-Builder shall take field measurements and verify field conditions and shall carefully compare such field conditions and conditions and other information known to the Design-Builder with the Construction Documents before commencing activities. If necessary to meet the schedule for this project, or if requested by the Owner, the Design-Builder may issue multiple Construction Document packages to permit phased construction of the Project. The Owner will facilitate this process by reviewing such packages on a timely basis. Such review and approval by the Owner shall not relieve the Design-Builder of its obligation to coordinate all aspects of the work.

1.2.2 Phase 2 Services. Design-Builder's Phase 2 services shall consist of the procurement of all materials and equipment for the Project, the performance of construction services for the Project, the start-up, testing and commissioning of the Project, and the provision of warranty services, all as further described in the Contract Price Amendment. Upon receipt of Design-Builder's proposed Contract Price for Phase 2, Owner may proceed as set forth in Section 1.3.

1.3 Guaranteed Price Proposal. Upon completion of the Phase 1 Services or when design work has progressed to an appropriate, mutually agreed stage, Design-Builder shall submit to Owner the Guaranteed Price Proposal (the "Proposal") or a defined portion of a Guaranteed Price (GP) for the construction of the Project upon which the parties may agree, for the construction for the Project for the Contract Price, which may be based on Lump Sum or Design-Builder's Fee and Cost of the Work with a Guaranteed Maximum Price (GMP).

1.3.1 The Proposal shall include the following unless the parties mutually agree otherwise:

1.3.1.1 The Contract Price that may be based on a Lump Sum or Design-Builder's Fee and Cost of the Work, with a GMP (which can be developed starting at the 60% design level), which shall be the sum of:

i Design-Builder's Fee as defined in Section 6.4 hereof;

ii The estimated Cost of the Work as defined in Section 6.7 hereof, inclusive of any Design-Builder's Contingency as defined in Section 6.8 hereof; and

iii If applicable, any prices established under Section 6.8 hereof;

1.3.1.2 Details associated with Lump Sum implementation of the contract. Such details should include a Lump Sum discount (if applicable), a listing of project milestones, details regarding how invoicing for Work will correspond to those project milestones, and other such details as necessary for Lump Sum implementation of the Guaranteed Price.

1.3.1.3 The Design-Builder developed Construction Documents will serve as the basis for the Guaranteed Price Proposal.

1.3.1.4 A list of the assumptions and clarifications made by Design-Builder in the preparation of the Guaranteed Price Proposal, which list is intended to supplement the information contained in the drawings and specifications.

1.3.1.5 The Scheduled Substantial Completion Date upon which the Proposal is based, to the extent said date has not already been established under Section 5.2.1 hereof, and a schedule upon which the Scheduled Substantial Completion Date is based and a Project Schedule for the Work;

1.3.1.6 Any applicable dates for Substantial Completion upon which the proposed Guaranteed Price is based.

1.3.1.7 A list of all Construction Documents used as a basis for the Guaranteed Price Proposal.

1.3.1.8 If applicable, a list of Allowance Items, Allowance Values, and a statement of their basis;

1.3.1.9 If applicable, a schedule of alternate prices;

1.3.1.10 If applicable, a schedule of unit prices;

1.3.1.11 If applicable, a statement of Additional Services which may be performed but which are not included in the Proposal, and which, if performed, shall be the basis for an increase in the Contract Price and/or Contract Time(s);

1.3.1.12 If applicable, a Savings provision;

1.3.1.13 If applicable, Performance Incentives;

1.3.1.14 Duration at which the Guaranteed Price Proposal is valid (minimum – 60 calendar days).

1.3.1.15 The time limit for acceptance of the Proposal (minimum – 60 calendar days); and

1.3.1.16 An Owner's permit list, a list detailing the permits and governmental approvals that Owner will bear responsibility to obtain.

1.3.2 Review and Adjustment to Proposal.

1.3.2.1 After submission of the Proposal, Design-Builder and Owner shall meet to discuss and review the Proposal. If Owner has any comments regarding the Proposal, or finds any inconsistencies or inaccuracies in the information presented, it shall promptly give written notice to Design-Builder of such comments or findings. If appropriate, Design-Builder shall, upon receipt of Owner's notice, make appropriate adjustments to the Proposal.

1.3.2.2 Acceptance of Proposal. If Owner accepts the Proposal, as may be amended by Design-Builder, the Contract Price and its basis shall be set forth in an amendment to this Agreement, when mutually agreed between the parties (Contract Price Amendment). Once the parties have agreed upon the Contract Price and Owner has issued a Notice to Proceed with Phase 2, Design-Builder shall perform the Phase 2 Services, all as further described in the Contract Price Amendment, as it may be revised.

1.3.2.3 Failure to Accept the Proposal. If Owner rejects the Proposal, or fails to notify Design-Builder in writing on or before the date specified in the Proposal that it accepts the Proposal, the Proposal shall be deemed withdrawn and of no effect. In such event, Owner and Design-Builder shall meet and confer as to how the Project will proceed, with Owner having the following options:

i Owner may suggest modifications to the Proposal, whereupon, if such modifications are accepted in writing by Design-Builder, the Proposal shall be deemed accepted and the parties shall proceed in accordance with Section 1.3.2.2 above;

ii Owner may determine that the design is not yet sufficiently complete for acceptance or rejection of the Proposal. As such, Owner may direct Design-Builder to continue to proceed with the Phase 1 work and further advance the design before submitting a revised Proposal.

iii Owner may determine that it does not intend to proceed with Phase 2 services with the Design-Builder. In such a case, the Owner may authorize the Design-Builder to proceed until the completion of Phase 1 work, at which time, Owner may elect to publicly bid the Phase 2 work. In such occurrence, the Design-Builder and the Owner agree to transfer the contract responsibility from the contractual Design-Builder to the Designer-of-Record.

iv Owner may terminate this Agreement for convenience in accordance with Article 8 hereof; provided, however, in this event, Design-Builder shall not be entitled to the payment provided for in Article 8 hereof.

1.3.2.4 If Owner fails to exercise any of the above options, Design-Builder shall have the right to (a) continue with the Work as if Owner had elected to proceed in accordance with Section 1.3.2.3(ii). above, and be paid by

Owner accordingly, unless and until Owner notifies it in writing to stop the Work; (b) suspend performance of Work in accordance with Article 11 of the General Conditions of Contract, provided, however, that in such event Design-Builder shall not be entitled to the payment provided for in Section 8.2 hereof; or (c) may give written notice to Owner that it considers this Agreement completed. If Owner fails to exercise any of the options under Section 1.3.2 within ten (10) days of receipt of Design-Builder's notice, then this Agreement shall be deemed completed. If Owner terminates the relationship with Design-Builder under Section 1.3.2(iv), or if this Agreement is deemed completed under this paragraph, then Design-Builder shall have no further liability or obligations to Owner under this Agreement.

Article 2

Contract Documents

2.1 The Contract Documents are comprised of the following:

2.1.1 All written modifications, amendments, minor changes and Change Orders to this Agreement;

2.1.2 The Contract Price Amendment referenced in Section 1.3.2.2 above or the Proposal accepted by Owner in accordance with Section 1.3 above;

2.1.3 This Agreement, including all exhibits (list for example, performance standard requirements, performance incentive arrangements, markup exhibits, allowances, unit prices or exhibit detailing offsite reimbursable personnel) but excluding, if applicable, the Contract Price Amendment;

2.1.4 The General Conditions of Contract;

2.1.5 Construction Documents prepared and approved in accordance with Section 2.4 of the General Conditions of Contract;

2.1.6 Exhibit B, Scope of Work; and

2.1.7 The following other documents, if any:

2.1.7.1 Applicable Laws and Regulations

2.1.7.2 Permits

2.1.7.3 Properly Executed Change Orders

2.1.7.4 Addenda

2.1.7.5 Executed Design-Build Agreement (DBIA Document No. 545), including Exhibits

2.1.7.6 General Conditions (DBIA Document No. 535)

2.1.7.7 Design Criteria Report

2.1.7.8 Design-Builder's Proposal /GP Design-Build Proposal

2.1.7.9 Technical Specifications

2.1.7.10 Project Plans/Drawings (detailed plans having greater precedence)

2.1.7.11 Request for Proposals

Article 3

Interpretation and Intent

3.1 Design-Builder and Owner, at the time of acceptance of the Proposal by Owner in accordance with Section 1.3 hereof, shall carefully review all the Contract Documents, including the various documents comprising the Owner's Project background documents for any conflicts or ambiguities. Design-Builder and Owner will discuss and resolve any identified conflicts or ambiguities prior to execution of the Agreement, or if applicable, prior to Owner's acceptance of the Proposal.

3.2 The Contract Documents are intended to permit the parties to complete the Work and all obligations required by the Contract Documents within the Contract Time(s) for the Contract Price. The Contract Documents are intended to be complementary and interpreted in harmony so as to avoid conflict, with words and phrases interpreted in a manner consistent with construction and design industry standards. In the event inconsistencies, conflicts or ambiguities between or among the Contract Documents are discovered after Owner's acceptance of the Proposal, Design-Builder and Owner shall attempt to resolve any ambiguity, conflict or inconsistency informally, recognizing that the Contract Documents shall take precedence in the order in which they are listed in Section 2.1 hereof. (Note, the parties are strongly encouraged to establish in the Contract Price Amendment or Proposal (as applicable) the priority of the various documents comprising such exhibit or proposal.)

3.3 Terms, words and phrases used in the Contract Documents, including this Agreement, shall have the meanings given them in the General Conditions of Contract.

3.4 If Owner's Project Criteria contain design specifications: (a) Design-Builder is entitled to reasonably rely on the accuracy of the information represented in the design specifications and their compatibility with other information set forth in Owner's Project Criteria, including any design performance specifications; and (b) Design-Builder shall be entitled to an adjustment in its Contract Price and/or Contract Time(s) to the extent Design-Builder's cost and/or time of performance have been adversely impacted by such inaccurate design specification.

3.5 The Contract Documents form the entire agreement between Owner and Design-Builder and by incorporation herein are as fully binding on the parties as if repeated herein. No oral representations or other agreements have been made by the parties except as specifically stated in the Contract Documents.

Article 4

Ownership of Work Product

4.1 Work Product. All drawings, specifications and other documents and electronic data, including such documents identified in the General Conditions of Contract, furnished by Design-Builder to Owner under this Agreement ("Work Product") are deemed to be instruments of service and Design-Builder shall retain the ownership and property interests therein, including but not limited to any intellectual property rights, copyrights and/or patents, subject to the provisions set forth in Sections 4.2 through 4.5 below.

4.2 Owner's License upon Project Completion and Payment in Full to Design-Builder. Upon Owner's payment in full for all Work performed under the Contract Documents, Design-Builder shall grant Owner a fully paid up, perpetual license to use the Work Product in connection with Owner's occupancy of the Project, conditioned on Owner's express understanding that its alteration of the Work Product without the involvement of Design-Builder is at Owner's sole risk and without liability or legal exposure to Design-Builder or anyone working by or through Design-Builder, including Design Consultants of any tier (collectively the "Indemnified Parties"), and on Owner's obligation to provide the indemnity set forth in Section 4.5 herein.

4.3 Owner's License upon Owner's Termination for Convenience or Design-Builder's Election to Terminate. If Owner terminates this Agreement for its convenience as set forth in Article 8 hereof, or if Design-Builder elects to terminate this Agreement in accordance with Section 11.4 of the General Conditions of Contract, Design-Builder shall, upon Owner's payment in full of the amounts due Design-Builder under the Contract Documents, grant Owner a fully paid up, perpetual license to use the Work Product to complete the Project and subsequently occupy the Project, and Owner shall thereafter have the same rights as set forth in Section 4.2 above, conditioned on the following:

4.3.1 Use of the Work Product is at Owner's sole risk without liability or legal exposure to any Indemnified Party, and on Owner's obligation to provide the indemnity set forth in Section 4.5 herein, and

4.4 Owner's License upon Design-Builder's Default. If this Agreement is terminated due to Design-Builder's default pursuant to Section 11.2 of the General Conditions of Contract, then Design-Builder grants Owner a fully paid up, perpetual license to use the Work Product to complete the Project and subsequently occupy the Project, and Owner shall thereafter have the same rights and obligations as set forth in Section 4.2 above. Notwithstanding the preceding sentence, if it is ultimately determined that Design-Builder was not in default, Owner shall be deemed to have terminated the Agreement for convenience, and Design-Builder shall be entitled to the rights and remedies set forth in Section 4.3 above.

4.5 Owner's Indemnification for Use of Work Product. Owner recognizes that in the event of an early termination of the Work, whether for convenience or for cause, Design-Builder will not have the opportunity to finish or to finalize its Work Product. Therefore, if Owner uses the Work Product, in whole or in part, or if Owner is required to indemnify any Indemnified Parties based on the use or alteration of the Work Product under any of

the circumstances identified in this Article 4, Owner shall defend, indemnify and hold harmless the Indemnified Parties from and against any and all claims, damages, liabilities, losses and expenses, including attorneys' fees, arising out of or resulting from the use or alteration of the Work Product, to the fullest extent permitted by applicable law.

4.6 Obligations on Subcontractor. Any sub-contract entered into by Design-Builder relating to this Contract, to the extent allowed hereunder, shall include a like provision (on Owner's ownership in Work Products) for work to be performed under this Contract to Contractually bind or otherwise oblige its subcontractor performing work under this Contract such that Owner's ownership rights of all Work Products are preserved and protected as intended herein. Failure of Design-Builder to comply with this requirement or to obtain the compliance of its subcontractor with such obligations shall subject Design-Builder to all remedies allowed under law and termination of this Contract.

4.7 Use of Work Products and Trade Secrets by Third Parties. Design-Builder shall not make available, provide or disclose any Work Product to any third party without prior written consent of Owner. Design-Builder further agrees that it will not disclose nor cause others to disclose any of Owner's trade secrets or other potentially patentable matters including inventions, discoveries, improvements, and methods, developed during the performance of this Contract. Design-Builder shall be liable for any loss of patentable rights as a result of such disclosure whether such disclosure is inadvertent or not.

4.8 Non-Infringement Warranty. Design-Builder hereby represents and warrants that neither the Work Product, including Owner's use thereof, nor performance of all obligations under this Contract shall in any way, directly or contributorily, infringe upon any third party's intellectual property rights, including, without limitation, patents, copyrights, trademarks, trade secrets, right of public Owner and proprietary information. This section shall survive expiration or termination of this Contract.

4.9 In Design-Builder's defense of the Owner, negotiation, compromise, and settlement of any such infringement legal action, the Owner shall retain discretion in and control of the litigation, negotiation, compromise, settlement, and appeals therefrom.

4.10 Where any Work Product furnished by Design-Builder is in a form of software or firmware ("Vehicle"), and if any part of the such Vehicle (a) becomes the subject of a legal action, (b) is adjudicated as infringing a third party's Intellectual Property right, or (c) has its use enjoined or license terminated; Design-Builder shall, with the Owner's consent, do one of the following immediately. Design-Builder shall at its expense either:

4.10.1 Procure for the Owner the right to continue using said part of the Vehicle; or

4.10.2 Replace the Vehicle with a functionally equivalent, non-infringing product.

4.11 Exercise of any of the above-mentioned options shall not cause undue business interruption to the Owner or diminish the intended benefits and use of the Work Product by the Owner under the specifications herein.

4.12 Rights and remedies available to the Owner hereinabove shall survive the expiration or other termination of this Contract. Further, the rights and remedies are cumulative of those provided for elsewhere in this Contract and those allowed under the laws of the United States, the State of California, and the County of San Bernardino. This Paragraph shall survive the expiration or other termination of this Contract.

4.13 Unless expressly stated otherwise, for all pre-existing third-party and Design-Builder's intellectual property (if any), including software, required to operate or use any Work Product delivered by Design-Builder, Design-Builder hereby grants and will cause others to grant Owner (including its agents and consultants) an irrevocable license to use such pre-exiting intellectual property internally by Owner (including its agents and consultants).

Article 5

Contract Time

5.1 Date of Commencement. The Phase 1 Services shall commence within five (5) days of Design-Builder's receipt of Owner's Notice to Proceed unless the parties mutually agree otherwise in writing. The Work shall commence within five (5) days of Design-Builder's receipt of Owner's Notice to Proceed for Phase 2 Services ("Date of Commencement") if the Proposal is accepted and the Contract Price Amendment is agreed upon, unless the parties mutually agree otherwise in writing.

5.2 Substantial Completion and Final Completion.

5.2.1 Substantial Completion of the entire Work shall be achieved no later than (To be included in the Phase 2 Amendment) calendar days after the Date of Commencement ("Scheduled Substantial Completion Date").

5.2.2 The parties agree that the definition for Substantial Completion set forth in Section 1.2.38 of the General Conditions of Contract applies.

5.3 Interim milestones and/or Substantial Completion of identified portions of the Work shall be achieved as follows:

5.3.1 Completion of Basis of Design Report

5.3.2 Submittal of the Proposal(s)

5.4 Final Completion of the Work or identified portions of the Work shall be achieved as expeditiously as reasonably practicable. Final Completion is the date when all Work is complete pursuant to the definition of Final Completion set forth in Section 1.2.21 of the General Conditions of Contract.

5.5 All of the dates set forth in this Article 5 ("Contract Time") shall be subject to adjustment in accordance with the General Conditions of Contract.

5.6 Time is of the Essence. Owner and Design-Builder mutually agree that time is of the essence with respect to the dates and times set forth in the Contract Documents.

5.7 Liquidated Damages.

5.7.1 Design-Builder understands that if Substantial Completion is not attained by the Scheduled Substantial Completion Date, Owner will suffer damages which are difficult to determine and accurately specify. Design-Builder agrees that if Substantial Completion is not attained by the Scheduled Substantial Completion Date (the "LD Date"), Design-Builder shall pay Owner five thousand Dollars ($5,000) as liquidated damages for each calendar day that Substantial Completion extends beyond the LD Date.

5.7.2 Design-Builder understands that if Final Completion is not attained by the Scheduled Final Completion Date, Owner will suffer damages which are difficult to determine and accurately specify. Design-Builder agrees that if Final Completion is not attained by the Scheduled Final Completion Date (the "LD Date"), Design-Builder shall pay Owner twenty-five hundred Dollars ($2,500) as liquidated damages for each calendar day that Final Completion extends beyond the LD Date.

5.7.3 The parties agree that the Liquidated Damages set out in section 5.7.1 and 5.7.2, above, shall constitute Owner's sole remedy for delay.

5.8 Owner's Review Time. The parties have established the following maximum and minimum amount of time for Owner to review Design Submissions and the Project Schedule or any updates thereto unless the parties agree in writing otherwise.

5.8.1 Owner shall have a minimum of fifteen working days of receipt by Owner to review all Design Submissions, the Project Schedule, and any updates thereto.

5.8.2 Owner shall review and (if applicable) provide a response to Design-Builder on all Design Submissions, the Project Schedule and any updates thereto within fifteen working days of receipt by Owner.

Article 6

Contract Price

6.1 Contract Price.

6.1.1 Owner shall pay Design-Builder on a time and material basis in accordance with a not to exceed of three million, nine hundred and ninety-eight thousand, six hundred and twenty-seven dollars ($3,998,627) for the Phase 1 Services, subject to adjustments made in accordance with the General Conditions of Contract. Unless otherwise provided in the Contract Documents, the Phase 1 Services compensation is deemed to include all sales, use, consumer and other taxes mandated by applicable Legal Requirements.

6.1.2 Owner and the Design-Builder agree to execute the amendment to this Agreement for Phase 2 related work after successful completion and acceptance by the Owner of the Proposal(s) and amendment(s). For Phase 2 Services, Owner shall pay Design-Builder in accordance with Article 6 of the General Conditions of Contract a contract price ("Contract Price") equal to the negotiated Contract Price Amendment, or equal to Design-Builder's Fee (as defined in Section 6.4 hereof) plus the Cost of the Work (as defined in Section 6.7 hereof), subject to any GMP established in Section 6.8 hereof or as set forth in the Contract Price Amendment and any adjustments made in accordance with the General Conditions of Contract.

6.2 Markups for Changes. If the Contract Price requires an adjustment due to changes in the Work, and the cost of such changes is determined under Section 9.4.1 of the General Conditions of Contract, the following markups shall be allowed on such changes:

6.2.1 For additive Change Orders, including additive Change Orders arising from both additive and deductive items, it is agreed that Design-Builder shall receive fifteen percent (15%) of the additional costs incurred for that Change Order for overhead and profit.

6.2.2 For deductive Change Orders, including deductive Change Orders arising from both additive and deductive items, the deductive amounts shall include an amount equal to the sum of five percent (5%) for profit applied to the direct costs of the net reduction (which amount will account for a reduction associated with Design-Builder's Fee) applied to the direct costs of the net reduction.

6.3 Not Used

6.4 Basis of Compensation. Design-Builder's compensation for Phase 1 work will be provided on the basis of actual hours of work performed, hourly rates agreed upon by Owner and Design-Builder, and the not-to-exceed prices.

6.5 For certain trades, Owner and Design-Builder may agree upon lump sum or not-to-exceed prices for services such as geotechnical exploration of the site, utility potholing, piloting equipment, surveying, etc. after selection of Design-Builder. Prices negotiated will be consistent with the Design-Builder's proposal for the work.

6.6 Phase 1 Invoices. Prior to the first invoice for Phase 1 Work, the Design-Builder shall submit a sample invoice to the Owner for approval showing a detailed breakdown structure and percent complete for different tasks of Phase 1 of the project.

6.7 Cost of the Work.

6.7.1 The term "Cost of the Work" shall mean costs reasonably incurred by Design-Builder in the proper performance of the Work. The Cost of the Work shall include only the following:

6.7.1.1 Wages of direct employees of Design-Builder performing the Work at the Site or, with Owner's agreement, at locations off the Site, provided, however, that the costs for those employees of Design-Builder performing

design services shall be calculated on the basis of prevailing market rates for design professionals performing such services or, if applicable, those rates set forth in an exhibit to this Agreement.

6.7.1.2 Wages or salaries of Design-Builder's supervisory and administrative personnel engaged in the performance of the Work and who are located at the Site or working off-Site to assist in the production or transportation of material and equipment necessary for the Work.

6.7.1.3 Wages or salaries of Design-Builder's personnel stationed at Design-Builder's principal or branch offices, but only to the extent said personnel are identified in Exhibit C and performing the function set forth in said Exhibit. The reimbursable costs of personnel stationed at Design-Builder's principal or branch offices shall include a ten percent (10%) markup to compensate Design-Builder for the Project-related overhead associated with such personnel.

6.7.1.4 Costs incurred by Design-Builder for employee benefits, premiums, taxes, insurance, contributions and assessments required by law, collective bargaining agreements or which are customarily paid by Design-Builder, to the extent such costs are based on wages and salaries paid to employees of Design-Builder covered herein.

6.7.1.5 The reasonable portion of the cost of travel, accommodations and meals for Design-Builder's personnel necessarily and directly incurred in connection with the performance of the Work.

6.7.1.6 Payments properly made by Design-Builder to Subcontractors and Design Consultants for performance of portions of the Work, including any insurance and bond premiums incurred by Subcontractors and Design Consultants.

6.7.1.7 Costs incurred by Design-Builder in repairing or correcting defective, damaged or nonconforming Work (including any warranty or corrective Work performed after Substantial Completion), provided that such Work was beyond the reasonable control of Design-Builder, or caused by the ordinary mistakes or inadvertence, and not the negligence, of Design-Builder or those working by or through Design-Builder. If the costs associated with such Work are recoverable from insurance, Subcontractors or Design Consultants, Design-Builder shall exercise best efforts to obtain recovery from the appropriate source and provide a credit to Owner if recovery is obtained.

6.7.1.8 Costs, including transportation, inspection, testing, storage and handling of materials, equipment and supplies incorporated or reasonably used in completing the Work.

6.7.1.9 Costs less salvage value of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by the workers

that are not fully consumed in the performance of the Work and which remain the property of Design-Builder, including the costs of transporting, inspecting, testing, handling, installing, maintaining, dismantling and removing such items.

6.7.1.10 Costs of removal of debris and waste from the Site.

6.7.1.11 The reasonable costs and expenses incurred in establishing, operating and demobilizing the Site office, including the cost of facsimile transmissions, long-distance telephone calls, postage and express delivery charges, telephone service, photocopying and reasonable petty cash expenses.

6.7.1.12 Rental charges and the costs of transportation, installation, minor repairs and replacements, dismantling and removal of temporary facilities, machinery, equipment and hand tools not customarily owned by the workers, which are provided by Design-Builder at the Site, whether rented from Design-Builder or others, and incurred in the performance of the Work.

6.7.1.13 Premiums for insurance and bonds required by this Agreement or the performance of the Work.

6.7.1.14 All fuel and utility costs incurred in the performance of the Work.

6.7.1.15 Sales, use or similar taxes, tariffs or duties incurred in the performance of the Work.

6.7.1.16 Legal costs, court costs, and costs of mediation and arbitration arising from Design-Builder's performance of the Work; provided they are not due to the Design-Builder's negligence, wrongful acts, or breach of this Agreement; as determined by agreement of the parties, or final judicial decision. Such costs do not include costs incurred by the Design-Builder in connection with a dispute resolution process that results in Design-Builder's payment to settle a third party claim.

6.7.1.17 Legal costs, court costs, and costs of mediation and arbitration reasonably arising from claims based on the Owner's negligence, wrongful acts, or breach of this Agreement; as determined by agreement of the parties, or final judicial decision. Such costs include costs incurred by the Design-Builder that arise out of a dispute resolution process that results in Owner's payment to settle a third party claim.

6.7.1.18 Costs for permits, royalties, licenses, tests and inspections incurred by Design-Builder as a requirement of the Contract Documents.

6.7.1.19 The cost of defending suits or claims for infringement of patent rights arising from the use of a particular design, process or product

required by Owner, paying legal judgments against Design-Builder resulting from such suits or claims, and paying settlements made with Owner's consent.

6.7.1.20 Deposits which are lost, except to the extent caused by Design-Builder's negligence.

6.7.1.21 Costs incurred in preventing damage, injury or loss in case of an emergency affecting the safety of persons and property.

6.7.1.22 Accounting and data processing costs related to the Work.

6.7.1.23 Other costs reasonably and properly incurred in the performance of the Work to the extent approved in writing by Owner.

6.7.2 Non-Reimbursable Costs. The following shall be excluded from the Cost of the Work:

6.7.2.1 Compensation for Design-Builder's personnel stationed at Design-Builder's principal or branch offices.

6.7.2.2 Overhead and general expenses, which may be recoverable for changes to the Work.

6.7.2.3 The cost of Design-Builder's capital used in the performance of the Work.

6.7.2.4 If the parties have agreed on a GMP, costs that would cause the GMP, as adjusted in accordance with the Contract Documents, to be exceeded.

6.8 The Guaranteed Maximum Price.

6.8.1 Design-Builder guarantees that it shall not exceed the GMP of _____ _____ Dollars ($ To be included in the Phase 2 Amendment_____). Documents used as a basis for the GMP shall be identified in the Contract Price Amendment to this Agreement. Design-Builder does not guarantee any specific line item provided as part of the GMP, and has the sole discretion to apply payment due to overruns in one line item to savings due to underruns in any other line item. Design-Builder agrees, however, that it will be responsible for paying all costs of completing the Work which exceed the GMP, as adjusted in accordance with the Contract Documents.

6.8.2 The GMP includes a Contingency in the amount of _____ _____ Dollars ($ To be included in the Phase 2 Amendment_____) which is available for Design-Builder's exclusive use for unanticipated costs it has incurred that are not the basis for a Change Order under the Contract Documents. By way of example, and not as a limitation, such costs may include: (a) trade buy-out

differentials; (b) overtime or acceleration; (c) escalation of materials; (d) correction of defective, damaged or nonconforming Work, design errors or omissions, however caused; (e) Subcontractor defaults; or (f) those events under Article 8 of the General Conditions of Contract that result in an extension of the Contract Time but do not result in an increase in the Contract Price. The Contingency is not available to Owner for any reason, including changes in scope or any other item which would enable Design-Builder to increase the GMP under the Contract Documents. Design-Builder shall provide Owner notice of all anticipated charges against the Contingency, and shall provide Owner as part of the monthly status report required by Section 2.1.2 of the General Conditions of Contract an accounting of the Contingency, including all reasonably foreseen uses or potential uses of the Contingency in the upcoming three (3) months. Design-Builder agrees that with respect to any expenditure from the Contingency relating to a Subcontractor default or an event for which insurance or bond may provide reimbursement, Design-Builder will in good faith exercise reasonable steps to obtain performance from the Subcontractor and/or recovery from any surety or insurance company. Design-Builder agrees that if Design-Builder is subsequently reimbursed for said costs, then said recovery will be credited back to the Contingency.

6.9 Allowance Items and Allowance Values.

6.9.1 Any and all Allowance Items, as well as their corresponding Allowance Values, are set forth in the Contract Price Amendment or the Proposal.

6.9.2 Design-Builder and Owner have worked together to review the Allowance Items and Allowance Values based on design information then available to determine that the Allowance Values constitute reasonable estimates for the Allowance Items. Design-Builder and Owner will continue working closely together during the preparation of the design to develop Construction Documents consistent with the Allowance Values. Nothing herein is intended in any way to constitute a guarantee by Design-Builder that the Allowance Item in question can be performed for the Allowance Value.

6.9.3 No work shall be performed on any Allowance Item without Design-Builder first obtaining in writing advance authorization to proceed from Owner. Owner agrees that if Design-Builder is not provided written authorization to proceed by the date set forth in the Project schedule, due to no fault of Design-Builder, Design-Builder may be entitled to an adjustment of the Contract Time(s) and Contract Price.

6.9.4 The Allowance Value includes the direct cost of labor, materials, equipment, transportation, taxes and insurance associated with the applicable Allowance Item. All other costs, including design fees, Design-Builder's overall project management and general conditions costs, overhead and Fee, are deemed to be included in the original Contract Price, and are not subject to adjustment notwithstanding the actual amount of the Allowance Item.

6.9.5 Whenever the actual costs for an Allowance Item is more than or less than the stated Allowance Value, the Contract Price shall be adjusted accordingly by Change Order, subject to Section 6.9.4. The amount of the Change Order shall reflect the difference between actual costs incurred by Design-Builder for the particular Allowance Item and the Allowance Value

6.9.6 Interim Milestones – Not Used

Article 7

Procedure for Payment

7.1 Contract Price Progress Payments.

7.1.1 Design-Builder shall submit to Owner on the fifth (5th) day of each month, beginning with the first month after the Date of Commencement, Design-Builder's Application for Payment in accordance with Article 6 of the General Conditions of Contract.

7.1.2 Owner shall make payment within thirty (30) days after Owner's receipt of each properly submitted and accurate Application for Payment in accordance with Article 6 of the General Conditions of Contract, but in each case less the total of payments previously made, and less amounts properly withheld under Section 6.3 of the General Conditions of Contract.

7.1.3 Not Used.

7.2 Retainage on Progress Payments.

7.2.1 Owner will retain five percent (5%) of each Application for Payment provided, however, that when fifty percent (50%) of the Work has been satisfactorily completed by Design-Builder and Design-Builder is otherwise in compliance with its contractual obligations, Owner may choose to not retain any additional retention amounts from Design-Builder's subsequent Applications for Payment. Owner will also reasonably consider reducing retainage for Work completed early in the Project.

7.2.2 There will be no retainage withheld during Phase 1 of the Project.

7.2.3 Substitution of Securities. At the request and expense of the Design-Builder, in accordance with California Public Contract Code Section 22300, in lieu of Owner withholding the five percent (5%) retention, the Design-Builder may: (1) substitute a deposit of securities at least equivalent to the retention to be paid, or (2) request Owner to pay retention directly to an escrow agent. If the Design-Builder requests that retention be paid into an escrow account, the Design-Builder and Owner shall enter into an escrow agreement in the exact form set forth in the Public Contract Code Section 22300. All forms or correspondence pertaining to Security Deposit in Lieu of Withhold shall be addressed to Owner for review by the legal counsel for Owner.

7.3 Final Payment. Design-Builder shall submit its Final Application for Payment to Owner in accordance with Section 6.6 of the General Conditions of Contract. Owner shall make payment on Design-Builder's properly submitted and accurate Final Application for Payment (less any amount the parties may have agreed to set aside for warranty work) within thirty (30) days after Owner's receipt of the Final Application for Payment, provided that Design-Builder has satisfied the requirements for final payment set forth in Section 6.6 of the General Conditions of Contract.

7.4 Record Keeping and Finance Controls. Design-Builder acknowledges that this Agreement is to be administered on an "open book" arrangement relative to Costs of the Work. Design-Builder shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management, using accounting and control systems in accordance with generally accepted accounting principles and as may be provided in the Contract Documents. During the performance of the Work and for a period of three (3) years after Final Payment, Owner and Owner's accountants shall be afforded access to, and the right to audit from time to time, upon reasonable notice, Design-Builder's records, books, correspondence, receipts, subcontracts, purchase orders, vouchers, memoranda and other data relating to the Work, all of which Design-Builder shall preserve for a period of three (3) years after Final Payment. Such inspection shall take place at Design-Builder's offices during normal business hours unless another location and time is agreed to by the parties. Any multipliers or markups agreed to by Owner and Design-Builder as part of this Agreement are only subject to audit to confirm that such multiplier or markup has been charged in accordance with this Agreement, but the composition of such multiplier or markup is not subject to audit.

Article 8

Termination for Convenience

8.1 The Owner, through its City Council resolution or recorded minute action, may terminate for convenience any part of the remaining work under the Contract at any time, or from time to time, by written notice to the Design-Builder. Such notice shall specify the extent to which the performance of work is terminated and the effective date of such termination.

8.2 Upon receipt of such notice, the Design-Builder shall:

8.2.1 Immediately discontinue work on the date and to the extent specified in the notice and place no further orders or subcontracts for materials, services, or facilities, other than as may be required for completion of such portion of work that is not terminated;

8.2.2 Promptly obtain cancellation upon terms satisfactory to Owner of all purchase orders, subcontracts, rentals or any other contracts existing for the performance of the terminated work or assign those contracts to Owner as directed;

8.2.3 Assist Owner in the maintenance, protection, and disposition of work in progress, plant, tools, equipment, property, and materials acquired by the Design-Builder or furnished by the Design-Builder under this Contract; and

8.2.4 Complete performance of the Work which is not terminated.

8.3 Upon any such termination, the Design-Builder shall waive any claims for damages on account thereof; but as the sole right and remedy of the Design-Builder, Owner shall pay Design-Builder substantiated costs in accordance with the following:

8.3.1 All amounts due and not previously paid to the Design-Builder for work completed in accordance with the Contract prior to such notice of termination, and for work thereafter completed as specified in such notice, up to but not exceeding the contract value for the work using the progress schedule, schedule of values and other project controls as applicable;

8.3.2 Reasonable costs incurred in demobilization and the disposition of residual material, plant and equipment; and

8.3.3 There shall be no claim or right to lost profits on unperformed work under any theory or any circumstances. There shall be no other right or claim for loss, cost, damage, expense or liability. These limits apply to a termination for convenience and also to any termination for default subsequently determined wrongful and therefore treated as a termination for convenience.

8.4 Design-Builder shall submit within twenty-one (21) days after receipt of notice of termination a proposal for an adjustment to its compensation including all incurred costs described herein. Should the logistics of such a termination preclude pricing any item of cost, the Design-Builder shall estimate costs to the best of its ability. Owner shall review, analyze, and verify such proposal, and negotiate an equitable adjustment, subject to City Council approval as needed, and the Contract shall be amended in writing accordingly.

8.5 No compensation will be paid to the Design-Builder for unabsorbed or under absorbed overhead, nor shall the Design-Builder be paid for loss of anticipated profits in any form.

8.6 If an agreement cannot be reached concerning an equitable adjustment, Owner may issue a unilateral Change Order.

Article 9

Representatives of the Parties

9.1 Owner's Representatives.

9.1.1 Owner designates the individual listed below as its Senior Representative ("Owner's Senior Representative"), which individual has the authority and responsibility for avoiding and resolving disputes under Section 10.2.4 of the General Conditions of Contract: *Arturo Vela, Public Works Director, City of Banning; 99 E. Ramsey Street, Banning, CA 92220; (951) 922-3134*

9.1.2 Owner designates the individual listed below as its Owner's Representative, which individual has the authority and responsibility set forth in Section 3.4 of the General Conditions of Contract: *Arturo Vela, Public Works Director, City of Banning; 99 E. Ramsey Street, Banning, CA 92220; (951) 922-3134*

9.2 Design-Builder's Representatives.

9.2.1 Design-Builder designates the individual listed below as its Senior Representative ("Design-Builder's Senior Representative"), which individual has the authority and responsibility for avoiding and resolving disputes under Section 10.2.4 of the General Conditions of Contract: *Joe Lawrence, Design-Build Manager; 26501 Madison Avenue, Murrieta, CA 92562; (559) 647-6650*

9.2.2 Design-Builder designates the individual listed below as its Design-Builder's Representative, which individual has the authority and responsibility set forth in Section 2.1.1 of the General Conditions of Contract: *Marcos Reyes, Construction Manager; 26501 Madison Avenue, Murrieta, CA 92562; (951) 973-7393*

Article 10

Bonds and Insurance

10.1 Insurance. Design-Builder and Owner shall procure the insurance coverages set forth in the Insurance Exhibit attached hereto and in accordance with Article 5 of the General Conditions of Contract.

10.2 Bonds and Other Performance Security. Prior to commencement with Phase 2, Design-Builder shall provide the following performance bond and labor and material payment bond or other performance security:

Performance Bond.

☒ Required ☐ Not Required

Payment Bond.

☒ Required ☐ Not Required

Article 11

Other Provisions

11.1 Listing of Exhibits and documents incorporated herein:

i. Exhibit A – Design Criteria Report and Preliminary Design Drawings
ii. Exhibit B – Scope of Work and Schedule
iii. Exhibit C – Supporting Pricing Information
iv. Exhibit D – List of Reference Documents
v. Exhibit E – Design-Builder's Proposal
vi. Exhibit F – Permits and Approvals
vii. (Not Used)
viii. Exhibit H – Insurance Terms
ix. Exhibit I – Funding, Grant, and Environmental Permits Requirements (To be included in the Phase 2 Amendment)
x. (Not Used)
xi. Exhibit K – Form of Performance Bond
xii. Exhibit L – Form of Payment Bond
xiii. Exhibit M – Wage Determination Schedules

Article 12

Limitation of Liability

12.1 Limitation. To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of Design-Builder, its Design Consultants, and Subcontractors, surety (if any) and their respective officers, directors, employees and agents, and any of them, to Owner and anyone claiming by, through or under Owner, for any and all claims, losses, liabilities, costs or damages whatsoever arising out of, resulting from or in any way related to the Project or this Agreement from any cause, including but not limited to the negligence, indemnity, professional errors or omissions, strict liability, breach of contract or warranty (express or implied), shall not exceed one-hundred percent (100%) of the Contract Price. The parties agree that specific consideration has been given by Design-Builder for this limitation and that it is deemed adequate.

Article 13

Mutual Waiver of Consequential Damages

13.1 NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY (EXCEPT AS SET FORTH IN SECTION 13.2.1 BELOW), NEITHER DESIGN-BUILDER NOR OWNER SHALL BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL LOSSES OR DAMAGES, WHETHER ARISING IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO LOSS OF USE, PROFITS, BUSINESS, REPUTATION OR FINANCING.

13.1.1 The consequential damages limitation set forth in Section 13.1 shall not: (i) affect the payment of liquidated damages or lost early completion bonus, if any, set forth in Article 5 of the Agreement, which both parties recognize has been established, in part, to reimburse Owner or reward Design-Builder for some damages that might otherwise be deemed to be consequential; or, (ii) apply to claims and liabilities for bodily or personal injury, death, or property damage claims required to be indemnified by Design-Builder.

In executing this Agreement, Owner and Design-Builder each individually represents that it has the necessary financial resources to fulfill its obligations under this Agreement, and each has the necessary corporate approvals to execute this Agreement, and perform the services described herein.

OWNER: **DESIGN-BUILDER:**

_____	_____
(Name of Owner)	*(Name of Design-Builder)*
_____	_____
(Signature)	*(Signature)*
_____	_____
(Printed Name)	*(Printed Name)*
_____	_____
(Title)	*(Title)*
Date: _____	Date: _____

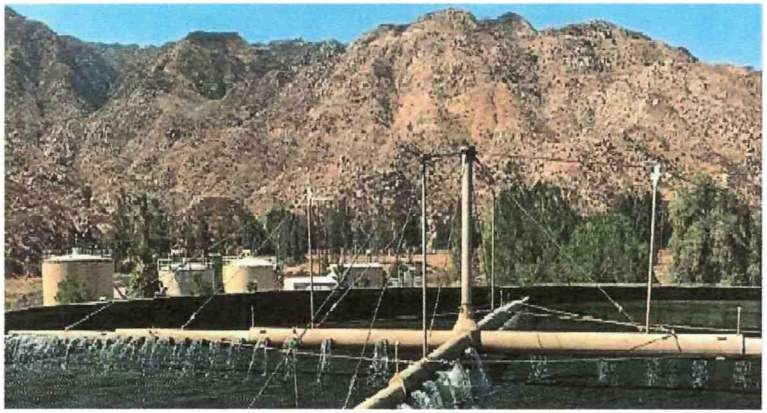
Exhibit A

Design Criteria Report and Preliminary Design Drawings

Design Criteria Report

City of Banning Wastewater Treatment Plant Recycled Water Upgrades

21 June 2024



Prepared by: N2W Engineering

Executive Summary

The City of Banning (City or Banning) owns and operates the Banning Wastewater Treatment Plant (WWTP). The objective of the Banning WWTP and Recycled Water Upgrades Project (Project) is to enhance the WWTP to comply with impending Regional Water Quality Control Board Order (Board Order) requirements and Title 22 standards for recycled water.

The scope of this report includes defining the following:

- Reclaimed Water Demand
- Anticipated Regulatory Approvals
- Description of Existing Unit Processes
- Influent Characteristics
- Effluent Limits

Furthermore, the following critical items are included in the proposed improvements:

- Overview
- Design Flows
- Process Modeling, Evaluation, and Selection
- Description of New Unit Processes
- Engineering Design Guidelines
    - Mechanical
    - Civil
    - Structural
    - Architectural
    - HVAC
    - Electrical
    - Instrumentation and Controls
    - SCADA
    - Miscellaneous

The existing treatment plant includes primary and secondary treatment processes, with chlorine disinfection prior to disposal into on-site percolation ponds. The primary treatment involves a mechanical bar screen, with a manual bypass screen, followed by a vortex grit chamber and primary clarifiers. Screenings are processed through a washer compactor before being collected in a bin for disposal. Grit is processed in a hydrocyclone and classifier before being dropped into a bin for disposal. The screened and degritted effluent is settled in two primary clarifiers. Secondary treatment consists of trickling filters and secondary clarifiers. Secondary sludge is pumped to the headworks for co-thickening with the primary sludge. The sludge can be thickened before being conveyed to the digesters, but the gravity sludge thickener is currently bypassed. Digested sludge is applied to the drying beds.

After investigating some options for upgrading the trickling filter system, it was determined that the option that would best meet the City's objectives was decommissioning the trickling filter system and replacing it with a membrane bioreactor (MBR) system. MBR produces the best water quality, positioning the City to supply WWTP effluent to recycled water customers. The Sun Lakes Country Club will be the City's primary recycled water customer, with an expected demand of 0.76 Million Gallon per Day (MGD).

A preliminary BioWin model was created for the proposed facilities. The effluent limits aim to achieve Board Order and Title 22 requirements. Two different activated sludge process configurations were modeled. One is a conventional modified Ludzack-Ettinger (MLE) process configuration, where the return of activated sludge (RAS) and mixed liquor return (MLR) from the aerobic zone are both delivered to the anoxic zone. In an effort to avoid the recycling of high dissolved oxygen loads to the anoxic zone resulting from an elevated RAS flow and DO concentrations, which would inhibit denitrification, an alternate MLE configuration was considered. This alternative configuration involves rerouting the RAS to the aerobic zone and relying on the MLR to introduce both nitrate and biomass to the anoxic zone.

The proposed upgrades to the existing Banning WWTP include:

- Enhancements to the ferric sulfate storage and dosing system
- Addition of one primary clarifier, if needed.
- Construction of a new MBR system, which includes
    - Installation of new fine screens (2 mm)
    - Construction of new aeration basins
    - Installation of new aeration blowers, each with new aeration diffusers and an internal mixed liquor return pump
    - Installation of new membrane tanks
    - Installation of new mixed liquor pumps
    - Installation of new scour blowers
    - Installation of waste activated sludge pumps
- Construction of a new chlorine contact basin with new effluent pumps
- Installation of rotary drum thickeners
- Conversion of the existing secondary digester into a primary digester, including the installation of mixing pumps and a heat exchanger.
- Installation of a new RO facility, either at the WWTP or at Sun Lakes Country Club
    - Construction of salt evaporation ponds or a brine line, depending on which RO facility location is selected

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Appendices

Appendix A: Conceptual Design Drawings

1. Introduction

The City of Banning (City) owns and operates the Banning Wastewater Treatment Plant (WWTP). The City engaged N2W Engineering to complete the preliminary design of the WWTP upgrades at the current rated capacity of 3.6 MGD.

The WWTP effluent is currently in compliance with discharge requirements, but it requires significant upgrades to comply with impending total nitrogen (TN) discharge limits by the Regional Water Quality Control Board (RWQCB). In addition, the existing Trickling Filters (TFs), which perform secondary treatment, have reached their end of life. By replacing existing equipment with new facilities that can treat the water to Title 22 standards for recycled water, this will allow the City to meet the impending RWQCB requirements as well as use the WWTP effluent to serve existing and future non-potable water customers.

Several upgrade options were initially considered in consultation with the City, including options for upgrading the TFs by replacing the plastic media, followed by denitrification filters to achieve the required TN limits. This effort included assessing the condition of the TFs. Preliminary cost estimates confirmed that it would serve the City better to construct a new membrane bioreactor (MBR) facility and decommission the existing TFs. The new MBR system would not only provide better results but would also allow for reuse by producing an effluent suitable for direct use in a reverse osmosis (RO) desalination facility.

This design criteria report (DCR) documents the upgrades required to meet the new limits.

1.1 Assumptions

This DCR has been prepared based the following assumptions:

1. The planned rehabilitation and upgrades for the Project will be designed and constructed via a Progressive Design Build (PDB) delivery.
2. The City has a limited budget for the Project, and the progressive design process would be conducted to maximize benefits for the City within the available budget.

1.2 Reclaimed Water Demand

The City has an existing non-potable water system that delivers water from a non-potable groundwater well, Well M7, to Sun Lakes Country Club for irrigation use. The City has begun constructing a 24-inch diameter pipeline to connect the existing non-potable water pipe to the WWTP. The backbone pipeline is expected to be completed, tested, and accepted by mid-2024. Once reclaimed water becomes available from the upgraded WWTP, the WWTP will replace Well M7 to serve Sun Lakes Country Club as part of this Project. Typical annual demand for the Sun Lakes Country Club is 850 AFY (0.76 MGD).

Since the Sun Lakes Country Club is located on the westerly end of the City, other potential customers listed in Table 1 will be within proximity to receive recycled water. Figure 1 on the following page shows the planned backbone pipeline and laterals to the potential recycled water customers.

Table 1 Potential recycled water users

Customer	Recycled Water Demand (AFY)	Recycled Water Demand (MGD)
Existing Customers Currently Using Potable Water or Ground Water from Non-Potable Wells		
Sun Lakes Country Club	850	0.76
Banning High School	175	0.16
Dysart Park	87	0.08
Lions Park	79	0.07
Subtotal	1,191	1.07

Projected Future Developments		
Rancho San Gorgonio Development	217	0.19
Five Bridges Development	223	0.20
Neighborhood Park	35	0.03
Subtotal	475	0.42
Total	**1,666**	**1.49**

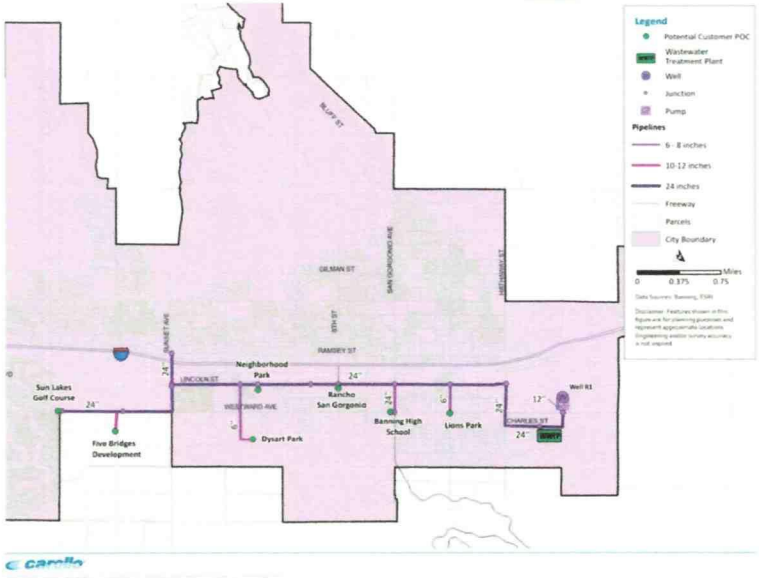


Figure 1 City of Banning potential recycled water customers (courtesy of Carollo)

This Project will only involve meeting the 0.76 MGD demands of the Sun Lakes Country Club. Constructing the laterals to the other customers will be a future development. More information regarding the City's reclaimed water needs can be found in the 2024 Feasibility Study (attached to the RFP).

1.3 Anticipated Regulatory Approvals

Permit review and issuance, as well as compliance and verification, are essential parts of this Project, involving close coordination with regulatory agencies. The Project must be evaluated under the California Environmental Quality Act (CEQA), and the City of Banning will have to provide discretionary approval for the Project as the CEQA Lead Agency. If the Lead Agency determines the Project will not have a significant effect on the environment, the Project may qualify for a Categorical Exemption. If impacts to the environment are anticipated, then an Initial Study Mitigated Negative Declaration (IS/MND) or Environmental Impact Report (EIR) may be appropriate to facilitate Project development. Pursuant to CEQA Guidelines Section 15124(d)(2), actions necessary to fully develop the Project as proposed include:

- Adoption of the Project under CEQA
  - Categorical Exemptions under CEQA
    - Section 15301: Existing Facilities and or;
    - Section 15302: Replacement or Reconstruction) or;
  - Certification of an IS/MND or EIR

A previous IS-MND is included as an attachment to the RFP for reference only. The City is in the process of updating to include new CEQA and NEPA requirements; the completion of the update is anticipated in Q1 of 2025.

The following agencies have jurisdiction over the Banning WWTP in relation to the proposed Project improvements, and the City of Banning will need to coordinate with multiple agencies regarding the review and approval of permit applications to construct and commission the proposed improvements. Potential regulatory approvals that may be required at the regional, state, and federal levels include various approvals from and coordination with the following:

- City of Banning (CEQA Lead Agency)
  - Community Development
    - Building Permit
  - Public Works
    - Encroachment Permit
- County of Riverside
  - Department of Environmental Health
    - Solid Waste Facility Requirements
  - Fire Department – Hazardous Materials Division
    - Hazardous Material Business Plan
- California State Waterboard Region 7: Colorado River
  - Industrial User Waste Discharge Requirements
  - Stormwater Pollution Prevention Plan (SWPPP) Updates - Proposed changes to the facility that may affect the existing National Pollution Discharge Elimination System (NPDES) General Permit (for stormwater discharges associated with industrial activities) requirements and/or stormwater monitoring, the existing SWPPP must be updated
  - Title 22 Engineering Report for the Production, Distribution, and Use of Recycled Water
  - Title 27 Engineering Report for Brine Evaporation Ponds (if required)
- South Coast Air Quality Management District
  - Authority to Construct Permit
  - Permit to Operate

2. Description of Existing Unit Processes

2.1 Plant Overview

The Banning WWTP has a capacity of 3.6 million gallons per day (MGD) and is designed to treat wastewater to secondary standards. The WWTP consists of primary treatment, secondary treatment, solids handling, disinfection

(currently not in use), and evaporation/percolation ponds. The primary treatment system consists of a mechanical bar screen, compactor, grit removal system, and cyclone separator. Effluent from headwork is gravity fed to two primary clarifiers. Primary effluent is pumped to two Trickling Filters, each rated for 1.8 MGD. The Trickling Filter effluent is sent to two secondary clarifiers.

Secondary effluent flows through a chlorine contact chamber and is then discharged to 10 unlined evaporation/percolation ponds which recharges the Cabazon Groundwater Basin. This recharge is provided only through surface percolation, and no injection wells are used by the City.

Primary and secondary sludge is processed via two primary anaerobic digesters. A second-stage digester is currently used as a sludge holding tank before thickened sludge is sent to the sludge drying beds. Sludge is allowed to dry and then is hauled offsite for final disposal. A gravity thickener was used to thicken secondary sludge but is currently not in service.

The quantities of wastewater generated are proportional to the City's population and the water used by its residents. The average flow of wastewater collected in the City in 2022 was 2.06 MGD.

An overall process schematic of the existing WWTP is shown in Figure 2.

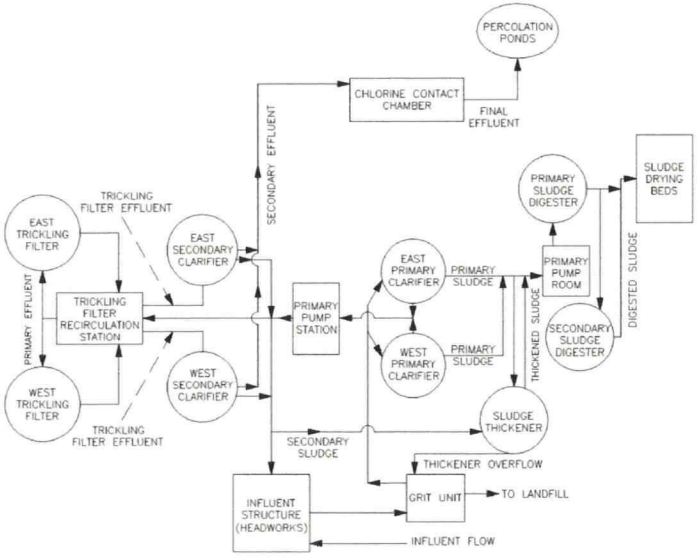


Figure 2 Process schematic for existing WWTP

2.2 Headworks

The existing headworks consist of a chemical feed system, bar screens, screening compactor, grit tank, and grit washer and cyclone. The chemical feed system includes a ferric sulfate feed tank and dosing pump skid; this system is in operation for 3-4 months of the year. There are two bar screens: one 0.25-inch opening multi rake mechanical bar screen (in operation) and one 1.5-inch manual screen (not in operation). The 0.25-inch bar screen is designed to handle 3.6 MGD average daily flow and maximum design flow of 5 MGD. The screening shaftless conveyor compactor has a maximum solid loading rate equal to the solids generated by the rated plant flow of 3.6 MGD. The

18-foot diameter vortex grit basin is designed to handle up to 30 MGD, assuming an HRT of 2 min, and the grit washer and cyclone have maximum flow rates of 3.6 MGD.

2.3 Primary Clarifiers

There are two existing circular primary settling clarifiers that can accommodate an average flow of up to 3.6 MGD. The dimensions of the existing units are summarized in Table 2.

Table 2 Existing primary clarifier design characteristics

Units	West	East
Design Flow Rate	1.6	2
Diameter, ft	45	50
Side Water Depth, ft	6.5	7
Surface Area, sf	1,600	1,965
Volume, gal	77,300	102,900

2.4 Equalization Basin and Pump Station

Currently, the City is in the process of designing an Equalization (EQ) Basin and Primary Effluent Pump Station. The EQ basin will be located in the existing stormwater detention pond and will have a capacity of 3.5 million gallons. The pump station will have three submersible pumps, each rated at 3.6 MGD. Since primary clarifier effluent will be directed to the new EQ basin, this EQ pump station will replace the existing primary effluent pump station.

2.5 Chlorine Contact Tank

An existing chlorine contact tank is located at the WWTP, but the use of a disinfectant has been discontinued. The existing tank is sized for 2.4 MGD and 60 minutes of contact time. The dimensions of the existing tank are summarized in Table 3.

Table 3 Existing chlorine contact tank design characteristics

Parameter	Value
Length, ft	60
Width, ft	20
Side Water Depth, ft	12 (with 1 ft freeboard)
Tank Volume, gal	107,712

2.6 Effluent Pump Station and Percolation Ponds

The final effluent pump station consists of two (2) 15 HP final effluent pumps located on a reinforced concrete chamber adjacent to the chlorine contact tank.

The final effluent is pumped to 10 unlined evaporation/percolation ponds which recharge to the Cabazon Groundwater Basin. The total surface area of these ponds is 26.5 acres with an operating depth of 2 feet.

2.7 Solids Handling

Sludge generated at the WWTP is anaerobically digested. The existing digestion system includes two primary digesters and one secondary digester. Currently, only the primary digesters are mixed, heated, and used for digestion, while the secondary digester is unmixed and unheated and is only used for sludge holding and some thickening. Assuming 20 days SRT and 4% solids concentration, the existing primary digesters can accommodate sludge generated from a wastewater flow of 2.3 MGD under the current trickling filter treatment system. A summary

of the dimensions of the existing three digesters is shown in Table 4. A gravity sludge thickener is onsite but is not operated based on past operating experience. Treated sludge is gravity fed to the facility's drying beds where it remains until approximately 85% of the moisture is removed. Dried sludge is then hauled off for beneficial reuse as a fertilizer and soil amendment.

Table 4 Existing anaerobic digesters design characteristics

Units	East Primary	West Primary	Secondary
Diameter, ft	35	35	35
Side Water Depth, ft	26	26	21
Water Surface Elevation, ft	24	24	19
Total Volume, gal	172,718	172,718	136,735
Design SRT, days	20	20	20
Design Sludge Flow Capacity, gpd	8,636	8,636	6,837

3. Influent Characteristics

The average monthly data plant data for calendar year 2022 are summarized in Table 5.

Table 5 Average monthly plant data for calendar year 2022

Parameter	Influent	Primary Effluent	Secondary Effluent
Flow, MGD	2.07	NA	2.06
pH, -	7.59	NA	7.61
TSS, mg/L	318	91	20.3
BOD, mg/L	317	175	25.3
TKN, mg/L	NA	NA	12.3
NO2-N, mg/L	NA	NA	0.55
NO3-N, mg/L	NA	NA	13.9
TN, mg/L	NA	NA	26.8
Temp, °F	76	NA	70

NA = Not Available

The table shows that the primary clarifier achieved approximately 71% TSS removal and 45% BOD removal based on the average values. This compares well with typical industry values of 60% and 30%, respectively.

The parameters for the solids handling system are summarized in Table 6.

Table 6 Average digester operating parameters for calendar year 2022

Parameter	Value
Feed Volatile Solids, %	86%
Digestate Volatile Solids, %	72%
Volatile Solids Reduction, %(1)	58%
Hydraulic Retention Time, days	18.2
Temperature, degrees Fahrenheit	96.0

Parameter	Value
pH, -	7.2
Alkalinity, mg/L as $CaCO_3$	1,963
Volatile Acids, mg/L	61
Volatile Acids/Alkalinity	0.033

(1) Estimated using the Van Kleeck equation

To add some critical information, a round of sampling was completed in December 2023. Three 24-hour composite samples were collected, but only one sample was analyzed for nitrogen species. The average results are summarized in Table 7 below.

Table 7 Average results for sampling performed in December 2023

Parameter	Influent	Primary Clarifier Feed	Primary Effluent	Secondary Effluent
Total Alkalinity, mg/L as $CaCO_3$	337	297	310	140
Biochemical Oxygen Demand	355	297	193	53
Dissolved BOD	118	113	117	ND
c-Biochemical Oxygen Demand	280	267	187	42
Nitrate as N	ND	ND	ND	23
Nitrite as N	ND	ND	ND	0.50
Ammonia-Nitrogen	32	36	39	9.3
Kjeldahl Nitrogen	56	54	52	21
Dissolved Kjeldahl Nitrogen	33	37	31	9.4

NA = Not Detected

Influent TKN is a key parameter when designing a system to achieve a certain effluent total nitrogen concentration. Limited influent TKN data is available, as summarized in Table 8.

Table 8 Influent TKN and related data

Date	BOD, mg/L	TSS, mg/L	TKN, mg/L	BOD/TKN
4/5/2022	430	600	77	5.6
10/4/2022	250	260	46	5.4
1/5/2023	330	260	53	6.2
12/21/2023	380		56	6.8
Average	**348**	**373**	**58.0**	**5.7**

The limited data shows an average influent TKN concentration of 58 mg/L.

4. Effluent Limits

4.1 RWQCB Board Order

On June 30, 2016, the RWQCB adopted Board Order R7-2016-0015 (Board Order), which describes the Waste Discharge Requirements (WDRs) and other terms and conditions of operation for the WWTP. The Board Order

requires the WWTP to remove constituents that present the greatest risk to groundwater quality such as nitrogen, coliforms, and total dissolved solid (TDS). According to the United States Environmental Protection Agency (US EPA), the maximum contaminant level (MCL) for Nitrate as Nitrogen is 10 mg/L. Per the Board Order, it is assumed all nitrogen available converts to nitrate/nitrite so Total Nitrogen (TN) is used as the measurement of concern. The wastewater effluent limitations per the Board Order are outlined in Table 9.

Table 9 WWTP effluent limitations per Board Order R7-2016-0015

Parameter	30-Day Average	7-Day Average
20°C BOD_5	30 mg/L	45 mg/L
TSS	30 mg/L	45 mg/L
pH	6.0 - 9.0	
30-Day Daily Dry Weather Discharge	< 3.6 MGD	
DO	Upper Zone of the Ponds > 1.0 mg/L	
TDS	Not to Exceed 300 mg/L above the Water Supply	
TN	10 mg-N/L	

The WDRs identified TN and TDS as constituents of concern. The WDRs state that effluent TDS is not to exceed a level of 300 mg/L above the potable water supply "reasonably protects present and anticipated beneficial uses of groundwater in the area," (typical incremental addition of dissolved salts from domestic water usage is 150 to 380 mg/L.) The level of TDS in Banning's potable water supply is approximately 200 mg/L, which would result in an effluent TDS limit of approximately 500 mg/L. The new TN limit is therefore the primary parameter of interest to the design of the new membrane bioreactor (MBR) plant.

Currently, there is no set timeframe for the City to comply with the Board Order.

4.2 Title 22

The City plans to serve recycled water from the WWTP to the Sun Lakes Country Club (and other irrigation customers in the future). The WWTP effluent must therefore meet the State Water Resources Control Board, Division of Drinking Water (DDW) water recycling criteria outlined in the California Code of Regulations Title 22 requirements. These criteria are summarized in Table 10 below.

Table 10 California Code of Regulations Title 22 requirements

Parameter	Limit
Average Daily Turbidity, nephelometric turbidity unit NTU(1)	<2
Chlorine Residual, milligram-minutes per liter (mg-min/L)(2)	450
Total Coliform, most probable number (MPN), per 100 milliliters (mL)(3)	2.2

(1) Effluent cannot exceed 5 NTU more than 5% of the time. Effluent cannot exceed 10 NTU at any time. Coagulant must be added if the influent to the filter exceeds 5 NTU for more than 15 minutes, or 10 NTU at any time.
(2) Under minimal modal contact time (CT) of 90 minutes. This corresponds to a residual of 5 mg/L or less, or any process that achieves 5-log virus removal.
(3) No more than one sample per month can exceed an MPN of 23 per 100 mL.

4.3 Beaumont Basin Plan

The City's primary recycled water customer will be the Sun Lakes Country Club, which is located above the Beaumont Basin. In order to serve the Sun Lakes Country Club, the water must meet the Beaumont Basin Plan Maximum Benefit Objectives listed in Table 11 below.

Table 11 Beaumont Basin Plan Maximum Benefit Objectives

Parameter	Limit
Effluent Total Dissolved Solids (TDS), mg/L	<330
Effluent Total Nitrogen (TN), mg/L	<5.0

The Beaumont Basin Plan will not apply to any of the other potential recycled water users listed in Table 1 in Section 1.2.

5. Proposed Improvements

5.1 Overview

The Banning WWTP will be upgraded to meet the Title 22 regulations and the Board Order's future TN limit. The MBR system would facilitate reuse by producing an effluent that is suitable to be fed directly to the reverse osmosis (RO) desalination facility, which will be necessary to comply with the Beaumont Basin Maximum Benefit Objectives of TDS and TN.

5.2 Design Flows and Loads

The average dry weather flow for the new facility will be 3.6 MGD. The average influent characteristics are assumed to be similar to that indicated by the available data and presented in Table 5 in Section 3.

The average influent characteristics used for design are summarized in Table 12.

Table 12 Influent characteristics used for design

Parameter	Influent
pH, -	7.6
TSS, mg/L	318
BOD, mg/L	317
TKN, mg/L	58
BOD/TKN	5.5
NO2-N, mg/L	0
NO3-N, mg/L	0
Total Alkalinity, mg/L as CaCO3	337
Temperature, degrees Fahrenheit	66
Temperature, degrees Celsius	19

5.3 Process Modeling, Evaluation, and Selection

5.3.1 Approach

The main goal of the process modeling was to determine the volumes of the aeration basins required to meet the new effluent limits, in particular, a total nitrogen concentration of 10 mg/L. Due to the limited influent and plant operating data, a more conservative design approach was used than what would be used for a plant where more data is available so that the design could be optimized. The specific design goals and limits are summarized in Table 13.

Table 13 Design goals and limits

Parameter	Value
Effluent Ammonia-Nitrogen, mg/L	<0.25
Effluent Total-Nitrogen, mg/L	<7.5
Aerobic Solids Retention Time, days	>8

Due to the limited data available, the BioWin model settings were left as default as much as possible. One change was to revise the membrane tank aeration settings from the default coarse bubble aeration to fine bubble aeration. This resulted in reasonable model-estimated DO concentrations (2.0 – 4.0 mg/L, depending on the conditions modeled and the loads used). Another change was to adjust the half saturation DO concentration (KDO) for nitrite oxidizing bacteria (NOBs). The default KDO setting in the model is 0.50 mg/L, which is double the K_{DO} for AOBs. The K_{DO} for NOBs was reduced to match the K_{DO} for AOBs (0.25 mg/L).

5.3.2 Process Configurations

Two different activated sludge process configurations were modeled. A conventional modified Ludzack-Ettinger (MLE) process configuration where the return activated sludge (RAS) and mixed liquor return (MLR) from the aerobic zone are both delivered to the anoxic zone, as shown in Figure 3.

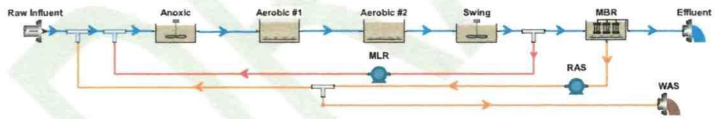


Figure 3 Modified Ludzack-Ettinger process configuration

In MBR systems, the concern with the MLE configuration is that the combination of the high DO concentration in the membrane tank and the high RAS ratio of 4.0 can result in excessive DO loads returned to the anoxic zone. Since the heterotrophic bacteria that perform denitrification would consume oxygen rather than nitrate, excessive DO may limit denitrification in the anoxic zone. An alternative process MLE configuration often used in MBR systems routes the RAS to the aerobic zone and relies on the MLR to return both nitrate and biomass to the anoxic zone, as shown in Figure 4.

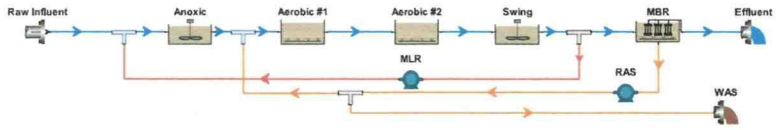


Figure 4 Alternative Modified Ludzack-Ettinger process configuration

Both process configurations were shown to be successful for this Project. However, the alternative configuration required excessive MLR ratios (more than 10 times the influent flow). In addition, the alternative configuration requires splitting the RAS flow equally between all aeration basins in service mid-basin, on top of the equal split of primary effluent required at the inlet of the aeration basins. SRT calculations for the alternative configuration are also more complex since there are three different mixed liquor suspended solids (MLSS) concentrations in the system (anoxic zone, aeration basin excluding anoxic zone, and membrane tank) as opposed to just two for the MLE configuration.

The model process used for design can be the Modified Ludzack-Ettinger Process Configuration, Alternative Modified Ludzack-Ettinger Process Configuration, or equal.

5.4 Description of New Unit Processes

The WWTP will be upgraded as described below. Where applicable, the new equipment will match existing equipment as much as possible.

To ensure sufficient redundancy, all major process units, including primary clarifiers, aeration basins, membrane tanks and chlorine contact basins, should be designed to provide the required treatment with the largest unit out of service during max month flows and loads. Assume a maximum-month flow peak factor of 1.2 and load peak factor of 1.25.

Conceptual design drawings of the proposed WWTP upgrades, including a process flow diagram (PFD), plant hydraulic profile, site layout, and piping and instrumentation diagram (P&ID) are included in Attachment A. All conceptual drawings are subject to change by the Design Build Entity (DBE).

5.4.1 Headworks

The DBE is to perform a condition assessment on the existing ferric sulfate system and design improvements as necessary. See Tables 42 through 44 in Section 6.1.3 for design guidelines.

5.4.2 Primary Clarifier

The 3.6 MGD capacity of the two existing primary clarifiers does not allow for peak daily flow or redundancy. Therefore, a third primary clarifier is recommended for the Project. See Table 45 in Section 6.1.4 for design guidelines.

5.4.3 Secondary Treatment System

The existing trickling filters and secondary clarifiers will be replaced with a new MBR system consisting of aeration basins and membrane tanks. The requirements of the new secondary treatment system process units are summarized in Table 14 and Table 15.

Table 14 Mechanical fine screen design criteria

Parameter	Value
Minimum No. of Standby Screens	1
Total Capacity Goal, MGD	3.6
Size of Screens Opening, Micron	2000
External Water Source Required	Yes (high pressure spray)

Table 15 MBR system design criteria

Parameter	Value
Effluent Ammonia-Nitrogen, mg/L	<0.25

Parameter	Value
Effluent Total Nitrogen (TN), mg/L	<7.0
Aerobic Solids Retention Time (aSRT), days	>8
Total Capacity Goal of Aeration Basins, MGD	3.6
Total Capacity Goal of Membrane Tanks, MGD	3.6

Additional design guidelines can be found in Table 46 in Section 6.1.5 for additional design guidelines.

5.4.4 Chlorine Contact Tank

The existing chlorine contact tank is rated for 2.4 MGD and 60 minutes of contact time. In order to achieve 3.6 MGD capacity and the 90 minutes of contact time required under Title 22, a second chlorine contact tank is recommended.

The requirements of the new chlorine contact tank are summarized in Table 16.

Table 16 Chlorine contact tank design criteria

Parameter	Value
Chlorine Contact Tank (CCT)	Meet California Title 22 Requirements
Total Capacity Goal of CCTs (Existing and New), MGD	3.60

Additional design guidelines can be found in Table 47 in Section 6.1.6 for additional design guidelines.

5.4.5 Solids Handling

In order to accommodate the 3.6 MGD plant capacity, it is recommended that the existing digesters be reconfigured. The existing secondary digester can be converted into a primary digester by adding recirculation pumps and heating elements to the system. This will provide a total capacity of 482,000-gallons and 24,000 gpd of wasted sludge if the three existing digesters are operated in parallel.

Additionally, it is recommended that a new mechanical sludge thickener, such as a rotary screw or drum thickener, be installed to improve the total solids content in the digester influent.

See Table 48 in Section 6.1.7 for design guidelines.

5.4.6 RO Facility

In order to comply with the Beaumont Basin Maximum Benefit Objectives to supply Sun Lakes Country Club with recycled water, a portion of the MBR permeate will be fed to a reverse-osmosis (RO) facility. There are two options for the RO facility. Option 1 is to install an RO facility at the WWTP. Brine will be disposed of in salt evaporation ponds to be constructed at the WWTP site. Option 2 is to install the RO facility at the point-of-use, the Sun Lakes Country Club. Under Option 2, brine can be disposed of into the sewer, which would ultimately return to the WWTP, or through a brine line to be built from the RO facility to the Beaumont Wastewater Treatment Plant.

The minimum requirements of the new RO facility are summarized in Table 13.

Table 17 RO facility design criteria

Parameter	Value
Effluent Total Dissolved Solids (TDS), mg/L	<330
Effluent Total Nitrogen (TN), mg/L	<5.0
Minimum Total Blended Flow, MGD	0.76

Additional design guidelines can be found in Table 49 in Section 6.1.8.

6. Engineering Design Guidelines

6.1 Mechanical

The following tables contain the Engineering Design Guidelines for mechanical criteria. The DBE is responsible to review and finalize these requirements for complete functioning facilities.

Table 18 General mechanical requirements

Item	Parameter	Criteria	Notes
0	Scope	This document applies to General Mechanical Requirements	
1	Stainless Steel Treatment	All fabricated stainless steel shall be pickle and passivated (P&P) to ASTM380 to remove free iron, heat tint oxides, weld scale, and other impurities. P&P shall be done by full emersion of fabricated parts. SST items include: piping, structural elements, supports, fabricated items. cut items, and other parts. Field cutting and drilling of holes in SST boxes or fabricated items shall be field cleaned and P&P. Field cutting shall be approved on a case by case basis.	
2	PVC Flanges and Plastic Flanges	Vanstone flanges are NOT allowed	
3	Factory Acceptance Testing (FAT)	Contractor shall certify, a minimum of 48 hours before the date of the FAT witness by the City, that all manufacturer QC activities and the approved factory test plan have been successfully completed without failures/deficiencies/damage/incompleteness /not passing. Contractor shall submit successfully completed, signed off factory test(s) by the manufacturer to the City. If not provided, City can cancel the FAT witness and DBE shall be responsible for all costs and impacts associated with rescheduling the FAT witness.	This is applicable if the City plans to perform the FAT witness.
4	Mechanical Equipment Installation Tolerances	Tolerances for all installations by DBE of mechanical equipment (valves, gates, flowmeters, pumps, blowers, etc.) shall be within allowable manufacturers' requirements.	

6.1.1 Valves

Table 19 Valves, general

Item	Parameter	Criteria	Notes
0	Scope	This document applies to all valves.	
1	Valve Location	Valves shall be accessible (i.e., not buried, with chain operator or valve box), unless otherwise necessary and noted. Valves shall be installed in locations with enough room for maintenance personnel to maintain valves with the proper equipment. Minimize locating valves with actuators in classified areas, when possible.	

Item	Parameter	Criteria	Notes
2	Valve and Gate Automation	Apply automation on critical pipes and channels to enhance equipment O&M.	Automation and connection to SCADA is preferred.
3	Valve Maintenance	Incorporate dismantling joints into design layout to ease removal of valves. Consider access hatches, rollup doors, and lifting devices for large and critical valves.	
4	Actuator Type	Incorporate pneumatic/electric actuators for proportional control (modulating) valves and gates, unless otherwise noted or not available.	Provide chain operator for valves over 6-ft high.
		Buried valves shall have extension stems to grade with square nuts and cast iron or steel pipe extensions. Stem supports shall prevent shearing of the stem.	
5	Actuator Sizing	Oversize actuator to allow for aging/corrosion/scaling/ clogging of equipment.	
6	Surge Control	Specify speed of opening and closing to avoid significant increase in pressures.	
7	Factory Testing Data	Submit Factory Acceptance Test data before shipment of the valve. The data shall also include certification of quality and test results for factory-applied coatings.	
8	Labeling and Valve Tags	Label all valves with manufacturer's name and working pressure cast in raised letters on valve body.	
		A Type 316 SS tag that includes the valve Reference Number shall be mounted to the valve with Type 316 SS attachments.	
9	Painting and Coating (General)	Required for the exterior surfaces of valves. Required for the wet interior surfaces of ferrous valves.	
	Painting and Coating (Buried Valves)	Epoxy coated and wrapped with polyethylene encasement.	
	Painting and Coating (Above-ground Valves)	Ferrous interior surfaces: Epoxy. Ferrous exterior surfaces: Epoxy. Non-ferrous surfaces: Coat machined, polished, and non-ferrous surfaces (including gears, bearing surfaces and similar unpainted surfaces) with corrosion prevention compound which shall be maintained during storage and until equipment begins operation.	
10	Pressure Testing, Field	Conduct on closed valves.	
		Test system at pressure equal to 1.5 of design pressure. Maximum system pressure test shall not exceed valve manufacturer's maximum pressure limit.	
11	Bolts, Nuts, Studs, Washers, Gaskets	All bolts, nuts, studs and washers shall be of Type 316 stainless steel. Buried service shall be stainless-steel 316 with bituminous coating. Gaskets shall be full-face type. Gasket material shall conform to manufacturer's recommendations.	
12	End Connections	2.5-inch and smaller may be provided with threaded or flanged end connections	
		3-inches and larger require flanged end connections	
		Unless otherwise shown or otherwise specified, all flanged valves shall have ends conforming to AWWA C115, 125 lb. flange.	

Item	Parameter	Criteria	Notes
13	Manufacturer	A single manufacturer shall be made responsible for coordination of design, testing, and furnishing each valve. Where 2 or more valves of the same type and size are required, the valves shall be furnished by the same manufacturer. Shall have a successful record of not less than 5 years in the manufacture of the valves indicated Require manufacturer to provide Certificate of Proper Installation.	

Table 20 Gate valves

Item	Parameter	Criteria	Notes
0	Scope	This document applies to gate valves.	
1	Type	Types: -Resilient-seated (conform to AWWA C509). -Metal-seated double disk	
2	Manufactures	Manufacturers: Mueller -Or equal	
3	Pressure	Rated 250 PSI.	Minimum.
4	Materials	Body: -Ductile iron. Trim: 316 SS	
5	End Connections	Type: -Exposed: flanged ends conforming to ANSI B16.1, Class 125. -Buried: mechanical joint ends conforming to ANSI A21.11. Bell and spigot end connections by City approval only.	
6	Size	Maximum 16".	

Table 21 Check valves

Item	Parameter	Criteria	Notes
0	Scope	This document applies to swing check, slanting disc, chemical check, and air service check valves.	
1	Swing Check	Type: -Full opening passages. -Flanged cover piece (for access to disc). -Outside lever and spring. -Air cushioned or hydraulic cushioned, controlled closing. Size: 3-inches and larger. Pressure: Rated 250 PSI working pressure. Manufacturers: APCO/DeZurik. -Or equal Body: Heavy Cast or Ductile Iron.	
2	Slanting Disc	Type: -55 degree seating angle. -Guaranteed not to stick in closed position. -Flanged connections for Dashpot or Hydraulic Snubber. -Position indicator.	
		Pressure: Rated 250 PSI working pressure.	
		Manufacturers: APCO/DeZurik. -Or equal	

Item	Parameter	Criteria	Notes
		Body: Ductile Iron, Carbon Steel, and Stainless Steel.	
3	Chemical (Type Check Valve)	Type: -Self-contained, straight-through design. -Used for all liquid chemical feed systems. Material: Chlorinated poly(vinyl chloride (CPVC), conforming to ASTM8F441. Manufacturers: Ryan Herco. -GF Plastic Systems. -Asahi/America. -Or equal	
4	Air Service (Type Check Valve)	Type: -Double Door Check Valve. - Wafer or Lugged Style -Operate without hammer or shock. -Spring loaded. -Normally closed.	
		Body: 316 Stainless Steel.	
		Manufacturers: APCO/DeZurik. -Or equal	
		Hinge and stop pins 316 SS.	
5	End Connections (all check valve types)	Flanged (conforming to ANSI/ASME B16.1), Class 125.	
6	Position Switches (all check valve types)	Housing: 316 Stainless Steel.	
		Manufacturers: -Westlock Silver Bullet Model 316. -Or equal.	

Table 22 Double offset butterfly valves

Item	Parameter	Criteria	Notes
0	Scope	This section applies to all types of double offset butterfly valves for reclaimed water applications	Double Offset, AWWA
1	Materials	Ductile Iron Body (A536 65-41-12) Flanged End Connection (AWWA) Shaft Seal: Dry Shaft or Wet Seal Trim: 316 SS	EPDM O-rings or Chevron V-Type Packing (pressure energized seal only)
2	Size	8" and above	6" and under refer to Gate Valve Guidelines
3	Maximum Flow Velocity	16 fps (Bi-Directional Sizing Required)	
4	Manufacturers	DHC (BTD), VAG (EKN AWWA), or City pre-approved equal	
5	Pressure Class	Class 250B and Class 150B Class 250 with ANSI 125 flanges (Back Spotting of Flanges Required)	
6	Disc	Ductile iron ASTM A536 65-45-12, 316 Stainless Steel Double offset disc design for all valves	

Item	Parameter	Criteria	Notes
		Prior to application of required coating install stainless steel seat edge (where applicable).	
		Mechanically secured to shaft with Type 304 stainless steel, straight through taper pins and locking nuts (where applicable).	Material selection for pins shall be based on pressure class
		No travel stops for disc on interior of body	
		Bubble tight with rated pressure applied from either side of valve.	
		Bi-directional for control of flow from either direction.	
7	Rubber Seats	Rubber seats shall be in-body or disc and the retainer shall be a (1-piece) 316 stainless steel seat retainer.	
8	Disc Seating Edge	Type 316 Stainless Steel or Nickel Aluminum Bronze.	
		Seat shall completely cover and envelope the entire leading edge of the disc.	
		Valves disc that do not completely cover the disc edge or that have coated disc edges are not acceptable.	
9	Shaft Seals	Shaft seals shall be EPDM O-ring or Chevron V-type pressurized seals only.	
10	Coating	Fusion Bonded Epoxy	
		Epoxy shall be a minimum of 10 mils DFT	
11	Operators	Sized for bi-directional flow AWWA Worm Gear: 300 ft-lb input torque to stop	
12	Input Torque	Required input torque with maximum hand wheel pull of 80lbs and 150 ft. lbs. for 2" operating nuts. Per AWWA C504	
13	Gear Reducers	Totally enclosed, permanently lubricated and sealed gear reducers. Self-locking with open and close stops provided to limit valve disc travel. Worm Gear (SAMBO AWWA or City pre-approved equal). Buried service gears shall be minimally 90% grease packed with a generous slathering of all interior surfaces. Submit calculations for valve torque requirements to Engineer as part of Shop Drawing submittal package. Velocity for dynamic torque must be 16 fps.	Mill Test Reports Shall Be Required for Plain Stem Valve Metallic Components (Operators Excluded)
14	Compliance	Compliant with AIS requirements (for SRF AIS Funding) - Manufactured using Iron and Steel products produces in the United States. In Accordance with AWWA C504.	

Table 23 Pressure reducing/pressure relief valves

Item	Parameter	Criteria	Notes
0	Scope	This document applies to pressure reducing, pressure sustaining, flow control, level control, and pressure relief valves.	
1	Type	Single diaphragm globe or angle valve. Hydraulically operated, adjustable, pilot controlled.	
2	Materials	Body Materials: Ductile Iron (ASTM A 536).	
		Trim: 316 SS.	
3	Pressure	Rated: 250 PSI.	

4	Manufacturers	Manufacturers: Cla-Val Company. -Or equal	

Table 24 Diaphragm valves

Item	Parameter	Criteria	Notes
0	Scope	This document applies to diaphragm valves.	
1	Service Types	Service Types: -Chemical. -Water.	
2	Body	Materials: PVC; CPVC; PVDF; and 316SS where appropriate.	
3	Diaphragm	Materials: -EPDM. -TFE	
4	Manufacturers	Manufactures: -ITT Grinnel. -Asahi/America. -Hayward -RG Sloane -Chemtrol	

Table 25 Air release and vacuum valves

Item	Parameter	Criteria	Notes
0	Scope	This document applies to air release, air and vacuum, and combination air valves.	
1	Air Release Valv (ARV)	Type: Float operated, compound lever. Include isolation valve to allow removal of valve without shutting down the equipment.	
2	Air and Vacuum Valves (AVV)	Float has no direct contact with air and water. Float is centered or peripheral guided for positive shutoff into seat. Seat shall be fastened into the valve cover.	
3	Combination Air Valves (CAV)	Type: Single-body construction designed to provide all functions within one housing.	
4	Air Valve for Vertical Turbine Pumps	Types: -3-inches and smaller: AVV with throttling device. -4-inches and larger: Dual body CAV mounted on top of surge check.	
5	Pressure	See Air Valve Sizing Table in 2.1.8	
6	Materials	Body: Cast Iron, Ductile Iron, Stainless steel or composite materials. Trim: 316 SS.	
7	Manufacturers	Manufacturers : -APCO/DeZurik. -A.R.I. Flow Control Accessories. -Or equal	

Table 26 Air valve sizing

Air Valve Sizing				
Service	Valve Type	Pressure Range	Manufacturer and Model	Notes
Potable / Reclaimed Water	ARV	≤ 150 PSI	-A.R.I. S-050 or Equal.	
		> 150 PSI	-A.R.I. S-015 or Equal.	
		> 500 PSI	-A.R.I. S-016 or Equal.	
	AVV	≤ 150 PSI	-A.R.I. K-060 or Equal.	
		> 150 PSI	-A.R.I. K-060 or Equal.	
		> 500 PSI	-A.R.I. K-064 or Equal.	
	CAV	≤ 150 PSI	-A.R.I. D-040 or Equal.	
		> 150 PSI	-A.R.I. D-060-C HF or Equal.	
		> 500 PSI	-A.R.I. D-064-C HF or Equal.	
Sewer / Wastewater Treatment Plants	ARV	≤ 150 PSI	-A.R.I. S-050 or Equal.	
	AVV	≤ 150 PSI	-A.R.I. K-020 or Equal.	
	CAV	≤ 150 PSI	-A.R.I. D-023 or Equal.	

Table 27 Sluice/slide gates

Item	Parameter	Criteria	Notes
0	Scope	This document applies to sluice or slide gates.	
1	Design Requirement	The design requirements for the slide, frame and guides shall be either "Standard" or "Heavy Duty". The "Standard" or "Heavy Duty" gate design shall be determined by the "gate factor" The "gate factor" is the product of the width times the design head If the "gate factor" exceeds 120, the "Heavy Duty" design shall be used. The "Heavy Duty" gate may also be selected regardless of the "gate factor" number, if it is designated in the Gate Schedule	
2	Manufacturers	Manufacturers: -Rodney-Hunt. -Waterman. -Whipps. -Golden Harvest. - Fontaine-Aquanox -Or approved equal.	
3	Materials	Body: Stainless Steel, Type 316. Gate: Stainless Steel, Type 316. Trim: 316 SS. Slide gates, seals: - UHMWPE for sides and top - Neoprene or EPDM for bottom	Type of material should be reviewed for suitability for environment. 316 L should be used for all welded components
4	Standard Frame	In addition to the minimum requirements of AWWA C561, latest edition, the guide fabrication with UHMWPE shall support the slide fully in open position. Design for the maximum design head specified, with a minimum safety factor of 4 with regard to ultimate tensile, compressive and shear strengths published in referenced ASTM Material standards. Where frames extend above the operating floor, the frame design is to be self-supporting so that no further reinforcing or support is required. For cases where extreme height requires additional bracing, such bracing shall be provided by the gate manufacturer, and shall be submitted for approval by the Engineer. From Stainless Steel plate and/or structural members to provide a rigid, one piece frame and guide. Minimum thickness of all members 1/4 –inch. Bolt together frame and guide designs are not acceptable.	

Item	Parameter	Criteria	Notes
		Design shall allow for embedded mounting directly to a wall with stainless steel anchor bolts and grout or mounting to a wall thimble with stainless mounting studs and a mastic gasket material. Mounting style shall be as shown on the contract drawings and gate schedule. The structural portion of the frame and guide that incorporated the seat/seals shall be framed or welded into a one-piece shape for rigidity. Frame and guide designs that consist of two or more bolted. Structural members for water loads transferred through the assembly bolts are specifically not acceptable. Gussets shall be "wraparound" gussets. The gussets shall extend over the guide section to ensure the guide surfaces are at 90 degrees. The wraparound gussets shall be welded to guide groove as well as welded to and extend fully to the outside width of the wall base plate. Gussets to be on vertical guide members and bottom invert guide member to stabilize guide groove dimensions, prevent twisting of guide groove transfer force to wall mounting plate at each anchor location besides the wall opening. Invert seal shall be mounted in the frame with mechanical fasteners. As an alternate, the invert seal may be mounted to the slide with mechanical fasteners. Allow replacement of the frame's top, bottom and side seals without dismantling or removing the frame from the concrete or wall thimble. Mounting surface of the frame to be flat and provide leak-tight closure between the frame and the mounting surface. Face mounted, wall thimble mounted or embedded frame, as shown on the contract drawings or in the Gate Schedule. Ultra-high molecular weight polyethylene (UHMWPE) per ASTM D4020 to be inserted into guide for contact with slide. Minimum UHMWPE contact width of 1 inch. A rigid stainless invert member shall be provided across the bottom of the opening. The invert member shall have a face continuous with the sides of the frame on downward opening weir gates. A rigid stainless steel top seal member shall be provided across the top of the opening on gates designed to cover submerge openings. Anchor bolts shall not pass through the sealing surface of the frame or guides.	
5	Heavy Duty Frame	Formed Stainless Steel Plate and/or structural members to provide rigid, one-piece frame. Note: multi-piece frame will only be considered when shipping restriction does not allow one-piece. If a multi-piece frame is proposed, submit this deviation for approval by the ENGINEER.	
		The structural portion of the frame that incorporates the seat/seals shall be formed or welded into one-piece shape for rigidity. Frame and guide designs that consist of two or more bolted structural members for	

Item	Parameter	Criteria	Notes
		water loads transferred through the assembly bolts are specifically not acceptable. Minimum section thickness of all members shall be 1/4-inch. When the "gate factor" exceeds 240, minimum section thickness of all members shall be 3/8-inch. Engagement dimensions must be increased to accommodate Heavy Duty Slide.	
6	Gates: Standard Slide	In addition to the minimum requirements of AWWA C561 All materials shall be stainless steel as called for in the gate schedule. Rectangular or square. Fabricated with a flat plate reinforced with structural members and/or formed plate stiffeners to form a rigid, one-piece slide. Minimum section thickness of all members, except seal retainers, shall be 1/4-inch Reinforcing stiffeners shall be welded to the slide and mounted horizontally. Vertical stiffeners shall be welded on the outside of the horizontal stiffeners and gate surface for additional reinforcement and stress distribution. Deflection shall not exceed 1/720 of the span of the gate or 1/16" whichever is less, when under the maximum design head Design for the maximum design head specified, with a minimum safety factor of 4 with regard to ultimate tensile, compressive and shear strengths published in the referenced ASTM material standards The stem connector shall be constructed of two angles or plates and shall be welded to the slide and to at least one horizontal stiffener. A minimum of two bolts shall connect the stem to the stem connector	
7	Gates: Heavy Duty Slide Design	Stainless steel plate with structural members and/or formed plate stiffeners to form rigid, one-piece slide. Note: multi-piece slide will only be considered when shipping restriction does not allow one-piece. If a multi-piece slide is proposed, submit this deviation for approval by the ENGINEER. Minimum section thickness of all members, except seal retainers, shall be 1/4-inch. When "gate factor" exceeds 240, the minimum section thickness of all members, except seal retainers, shall be 3/8-inch. Heavy Duty slide shall include an increased section at insertion into the guides (thick-edge design). When the "gate factor" exceeds 120, the minimum gate edge thickness inserting into the guide groove shall be a 1 ½" plate, or a boxed fabrication, suitably designed, to achieve for each foot of slide height a minimum section modulus of 3.50 inch^3 as well as at sections through the horizontal ribs. When the "gate factor" exceeds 240, the minimum gate edge thickness inserting into the guide groove shall be a minimum 2" thick plate, or a boxed fabrication, suitably designed, to achieve for each foot of slide height, a minimum section modulus of 7.00 inch^3 as well as at all sections through the horizontal reinforcement ribs.	
8	Seals	Seal shall be self-adjusting.	

Item	Parameter	Criteria	Notes
		- UHMWPE for side and top seals - Shall be neoprene or EPDM for bottom seals. All gates shall be provided with a self-adjusting, low coefficient of friction, UHMW polyethylene seat/seal system with a continuous compression cord to ensure contact between the seals/seats and the slide, and to restrict leakage in accordance with the performance requirements listed in this specification. Self-Adjusting seals shall be on the sides and top of upward opening gates and shall be on the sides and bottom of downward opening gates. The seal system shall have been factory tested to confirm negligible wear (less than 0.01") and proper sealing. The factory testing shall consist of an accelerated wear test comprised of a minimum of 25,000 open-close cycles using a well-agitated sand/water mixture to simulate fluidized grit, and a re-test of leakage to confirm compliance with this specification's leakage limits. Resilient J-seals, P-seals or crown seals shall not be acceptable. Pressure pads, or any other arrangement requiring adjustment to maintain seal compression shall not be acceptable. All seals must be bolted or otherwise mechanically fastened. Arrangements with seals that are force fit or held in place with adhesives are unacceptable. The seals shall be mounted so as not to obstruct the waterway opening. All upward opening gates shall be provided with a resilient seal to seal the bottom portion of the gate. The seal shall be attached to the invert member of the frame. As an alternate, the invert seal may be mounted to the bottom of the slide. Invert seal shall be held in place with stainless steel attachment hardware The seal system shall be durable and shall be designed to accommodate high velocities and frequent cycling without loosening or suffering damage. All seats/seals shall be field replaceable without removing the frame from the wall or wall thimble.	
9	Stems	Shall be full depth ACME threads with a 16-microinch finish.	
		Stainless steel	
		The stem shall be constructed of solid stainless steel bar for the entire length. Extension pipes are not acceptable.	
		The stem shall be threaded to allow full travel of the slide unless the travel distance is otherwise shown on the Contract Drawings or Gate Schedule.	
		Minimum outside diameter at the stem thread shall be 1.50	
		Stems shall have rolled threads or machine-cut-and-polished threads of the American Standard full depth ACME type with a surface finish on the thread flanks of 16 micro-inch or better. Stub ACME threads or metric DIN 103 threads are not acceptable.	

Item	Parameter	Criteria	Notes
		The selected stem configuration shall provide the most efficient combination of stem diameter/pitch/lead and keep the operating temperature at the stem nut to a minimum during operation. If the proposed stem configuration will result in any deviation from the specified speed range, the proposed deviation must be submitted for approval by the ENGINEER.	
		Stem diameter, stem guide quantity and stem guide spacing shall provide a slenderness ratio (l/r) not exceeding 200.	
		Tensile strength shall be suitable to withstand the stem design force, as defined in AWWA C561, with a safety factor of 5 on the ultimate tensile strength published in the referenced ASTM material standards.	
		Compressive strength shall be suitable to resist buckling at two times the stem design force, as defined in AWWA C561. Determine critical buckling load using Euler Column formula defined in AWWA C561, where C=2.	
		Stems of more than one section shall be joined with silicon bronze (ASTM B584 C87200 or C87300) or stainless steel couplings which shall be threaded and keyed to the stem or threaded and bolted to the stem. Fasteners shall include an anti-loosening feature such as thread locking compound or nylon-insert nuts. Fasteners shall be stainless steel and shall be lubricated at assembly.	
		Stems, on manually operated gates, shall be provided with adjustable manganese bronze (ASTM B584 C86300 or C86500 or the wrought equivalent) stop collars to prevent over closing of the slide.	
		Gates having width greater than 2 times the height shall be provided with 2 stems and 2 lifting mechanisms connected by a tandem shaft.	
		Cross drill and connect the stem to the slide structural sections. Fasteners shall include an anti-loosening feature such as thread locking compound or nylon-insert nuts. Fasteners shall be stainless steel and shall be lubricated at assembly.	

Table 28 Miscellaneous valves

Item	Parameter	Criteria	Notes
0	Scope	This document applies to ball valves; solenoid valves; and pet cocks.	
1	Ball Valves PVC Ball Valves (Sizes 1/2-inch to 4-inches)	General: Line size ball valve and union shall be installed upstream of each solenoid valve, in-line flow switch, or other in-line electrical device for isolation during maintenance. Materials: Body, ball, stem and connector - Schedule 80 PVC or CPVC. Type: Double block (or full block) designed to prevent seal carrier blow-out. <u>Pressure:</u> -Rated to 150 PSI at 70°F. -90° ON/OFF actuation.	

Item	Parameter	Criteria	Notes
	Bronze or SS Ball Valves (Sizes 1/2-inch to 4-inches)	Manufacturers: -Hayward (Sizes 1/2-inch to 4-inches). -Spears. -M&T Plastic Inc. (Sizes 1/2-inch to 6-inches) -The Harrington Corp. (Sizes 1/2-inch to 4-inches). -Ryan Herco Products Corp. (Sizes 1/2-inch to 4-inches). -or approved equal. Type: -For general water and air service. -Top entry type. -Screwed ends. -Full bore ports. -Hand lever operators. Materials: -All-bronze or SS. -Teflon seats. Pressure: Minimum rating of 250 PSI for Bronze or 1,000 PSI WOG (cold, non-shock). Manufacturers: -Apollo Ball Valve Division. -Or equal.	
2	Solenoid Valves	Type: -Two-way, normally closed (i.e., closes when de-energized). -Packless construction. -Threaded ends. -Threaded conduit connection. -Strainer to be installed upstream of each valve.	
		Materials: -Seat: Resilient Buna "N" and Teflon. -Body: Forged brass or stainless steel body and ball where appropriate -Internal parts (in contact with fluid): Series 300 and 400 stainless steel.	
		Manufacturers: ASCO/DeZurik. -Or equal	
3	Pet Cocks (2.5-inch and smaller)	Provide lever or tee handle operator. Materials: All brass (ASTM B 16). Manufacturers: Lunkenheimer Figure 478 or 479. -Or equal	

Table 29 Valve actuators

Item	Parameter	Criteria	Notes
0	Scope	This document applies to all valve actuating equipment. This includes manual and automated electric and pneumatic actuators.	
1	Chain actuators	Required for manual shut-off valves mounted higher than 6-feet above working level.	
2	Spur Gear and Hand wheel	Required for: -Gate valves 8-inches and larger. -Where chain actuator is required.	
3	Automated Electric Actuators	Manufacturers: AUMA. -Or equal	Must meet area classification requirements.

Item	Parameter	Criteria	Notes
4	Automated Pneumatic Actuators	Manufacturers: Fisher. -Or equal	
5	Manual Operator (exposed)	Types: -Worm gear drive and nut. -Hand wheel or chain. Chain wheel, sprocket, and aluminum chain required if mounted more than 6 feet above the operating floor.	
6	Manual Operator (buried valves)	Provide valve box, 2-inch square operating nut, and position indicator. Extension: required if top of valve nut is greater than 12-inches below top of valve box.	
7	Valve Boxes (buried valves)	Material: -Cast iron. -Concrete. -Or similar. Cover Size: allow operation of valve actuators. Cover Marking: -Potable Water: Water. -Recycled Water: RW. -Sanitary Sewer: Sewer.	

Table 30 Pipe and valve schedule

Item	Pipe Material	Preferred Type of Valve	Preferred Manufacturers
Process (> 3")			
FORCEMAIN	HDPE, Steel, Ductile Iron, ANSI A21, 51 (AWWA C151) AWWA C900	Plug	DeZurik
INFLUENT / EFFLUENT	Steel, AWWA C200, Welded.	Plug (in vault), Gates	DeZurik, Clow Waterman, Fontaine-Aquanox
SECONDARY EFFLUENT		Plug (in vault)	DeZurik, Clow
TERTIARY EFFLUENT		Butterfly (in vault)	DeZurik, Pratt
FINAL EFFLUENT		Butterfly (in vault)	DeZurik, Pratt
		Gates	Waterman, Fontaine-Aquanox
RECYCLED WATER		Butterfly (in vault)	DeZurik, Pratt
		Gates	Waterman, Fontaine-Aquanox
PRIMARY EFFLUENT	Steel, AWWA C200, Welded or Ductile Iron, ANSI A21, 51 (AWWA C151).	Plug (in vault)	DeZurik, Clow
SLUDGE / SCUM / FROTH	Ductile Iron, ANSI A21, 51 (AWWA C151), Glass-lined or Steel Sch. 40, ASTM A120, Glass-lined, HDPE (below ground only).	Plug	DeZurik, Clow
CIRCULATED SLUDGE		Plug	DeZurik, Clow
RAW SLUDGE		Plug	DeZurik, Clow
THICKENED SLUDGE		Plug	DeZurik, Clow
MIXED LIQUOR		Plug	DeZurik, Clow

Item	Pipe Material	Preferred Type of Valve	Preferred Manufacturers
RAS / WAS / SUPERNATANT	Ductile Iron, ANSI A21, 51 (AWWA C151), Glass-lined, HDPE (below ground only).	Plug	DeZurik, Clow
THICKENER PRESSURIZED RECYCLE		Plug	DeZurik, Clow
THICKENER SUBNATANT		Plug	DeZurik, Clow
DIGESTER SUPERNATANT		Plug	DeZurik, Clow
DIGESTED SLUDGE	Ductile Iron, ANSI A21, 51 (AWWA C151), Glass-lined or PVC, ASTM D2241, HDPE (below ground only).	Plug	DeZurik, Clow
DRAIN	Ductile Iron, ANSI A21, 51 (AWWA C151).	Plug	DeZurik, Clow
STORM DRAIN	RCP, AWWA C302.	Plug	DeZurik, Clow
STRUCTURE UNDERDRAIN	Ductile Iron, ANSI A21, 51 (AWWA C151).	Plug	DeZurik, Clow
SANITARY SEWER	Extra Strength. PVC or HDPE	Plug	DeZurik, Clow
STRUCTURE UNDERDRAIN COLLECTOR	Ductile Iron, ANSI A21, 51 (AWWA C151).		
PLANT INFLUENT	Glass-Lined Ductile Iron, ANSI A21, 51 (AWWA C151), HDPE (below ground only).	Plug (in vault).	DeZurik, Clow
			Waterman, Fontaine
GRIT SLURRY	Ductile Iron AWWA C151, HDPE (below ground only).	Plug	DeZurik, Clow
Misc. Piping, all sizes			
FUEL OIL RETURN	Steel, ASTM A120; Sch. 40, Black, Welded.	Ball	Watts, Apollo
FUEL OIL SUPPLY		Ball	Watts, Apollo
LUBE OIL		Ball	Watts, Apollo
WASTE LUBE OIL		Ball	Watts, Apollo
HOT WATER RETURN	Steel, ASTM A120, Sch. 40, Black, Welded. Ductile Iron, ANSI A21, 51 (AWWA C151), HDPE (below ground only).	Ball	Watts, Apollo
HOT WATER SUPPLY	Steel, ASTM A120, Sch. 40, Black, Welded. Ductile Iron, ANSI A21, 51 (AWWA C151), HDPE (below ground only).	Ball	Watts, Apollo Maximum temperature is 200 degrees F
INSTRUMENT AIR	Stainless Steel 316SS, ASTM A312, Sch. 80.	Ball	Swagelok
DIGESTER GAS (Low Pressure)	Stainless Steel 316SS, ASTM A312, Sch. 10.	Butterfly, Eccentric Plug	DeZurik
VACUUM	Stainless Steel 316SS, ASTM A312, Sch. 80.	Ball	Swagelok
PLANT AIR	Stainless Steel 316SS, ASTM A312, Sch. 80	Ball	Swagelok
FIRE PROTECTION SPRINKLER SYSTEM	Steel, ASTM A120, Sch. 40, Black.	By Code	By Code

Item	Pipe Material	Preferred Type of Valve	Preferred Manufacturers
ENGINE COOLING WATER RETURN	Steel, Ductile Iron, ANSI A21, 51 (AWWA C151).		
SUMP PUMP DISCHARGE	Ductile Iron, ANSI A21, 51 (AWWA C151).	Plug	DeZurik, Clow
ENGINE EXHAUST	Steel, ASTM A120, Sch. 40, Black, Welded. Stainless Steel 316SS, ASTM A312, Sch. 40S. Follow Caterpillar recommendations.	N/A	Caterpillar
LIQUIFIED AERATION	Stainless Steel 316SS, ASTM A312, Sch. 40S.	Butterfly, eccentric butterfly	DeZurik, Fisher
LIQUID PETROLEUM GAS	Steel, ASTM A106 or A53, Sch. 80, Seamless, Black.	By code	
RAIN WATER LEADER	Steel, ASTM A120, Sch. 40, Black, Welded.		
DEFOAMING CHEMICAL SOLUTION	PVC, Sch. 80.	Ball	Asahi/America, Spears
PLANT DRAIN	PVC, Sch. 80 or Ductile Iron, ANSI A21, 51 (AWWA C151).	Plug	DeZurik
POTABLE WATER	Distraction / Transmission: - PVC (AWWA C900 or C905, CPVC (ASTMF 441), Sch. 80 - Ductile Iron, ANSI A21, 51 (AWWA C151) - Welded Steel Plumbing: - Sch. 80 PVC		
LANDSCAPING SPRINKLER SYSTEM	PVC, Sch. 80 or Copper, ASTM B88, Type K.		
DEMINERALIZED WATER	PVC, Sch. 80 or FRP.	Ball	Asahi/America, Spears
PLANT OVERFLOW	Steel, AWWA C200, Welded or RCP, AWWA C302.	Gates	Waterman, Clow
RAW WATER	Steel, AWWA C200, Welded or RCP, AWWA C302.		
SANITARY DRAINS AND VENTS	Steel, ASTM A120, Sch. 40, Black, Welded.		
SAMPLE LINES (SEE LIST AT RIGHT)	Ductile Iron, ANSI A21, 51 (AWWA C151) or PVC, Sch. 80.	Ball	Swagelok
CHEMICAL DRAIN AND VENT	Polypropylene, ASTM D2146, Sch. 40, Heat Fused Joints or Tempered Class Pipe.	Ball	Asahi/America, Spears

Item	Pipe Material	Preferred Type of Valve	Preferred Manufacturers
UTILITY WATER (NON-POTABLE WATER)	Copper, ASTM B88, Type K or Ductile Iron, ANSI A21, 51 (AWWA C151); Distraction / Transmission: - PVC (AWWA C900 or C905, CPVC (ASTMF 441), Sch. 80 - Ductile Iron, ANSI A21, 51 (AWWA C151) - Welded Steel Plumbing: - Sch. 80 PVC		
FROTH SPRAY	PVC, Stainless Steel 316SS, ASTM A312, Sch. 40S.		
FOUL AIR	FRP.		
Chemical Storage and Feed Facilities			
HYPOCHLORITE	Sch. 80 CPVC.	Ball	Asahi/America, Spears
LIQUID ALUM		Ball	Asahi/America, Spears
POLYMER - ANIONIC	Double contained in buried and unburied locations	Ball	Asahi/America, Spears
POLYMER - CATIONIC		Ball	Asahi/America, Spears
POLYMER - NONIONIC			
CAUSTIC SODA	Steel, ASTM A106 or A53, Sch. 40, Seamless, Black	Ball	Asahi/America, Spears
SULFUR DIOXIDE (GAS OR LIQUID STATE)	Steel, ASTM A106 or A53, Sch. 80, Seamless, Black.		
SULFURIC ACID	Stainless Steel 316SS if <10% concentration, ASTM A312, Sch. 40S. Pipe joints to be welded.	PVDF ball or diaphragm valves, or TFE lined steel plugs for >10% acid concentration.	
LIME SLURRY	Flexible Rubber Hose.		
Channel Control/Isolation			
HEADWORKS	N/A	Sluice	Fontaine, Hydrogate, Whipps

6.1.2 Pumps

Table 31 Pumps, general

Item	Parameter	Criteria	Notes
0	Scope	This document provides guidelines for general pump requirements, which shall be applicable to pump installations.	
1	Configuration	The pumps and pumping appurtenances shall be by a single manufacturer responsible for furnishing and functional operation of complete pump system.	

Item	Parameter	Criteria	Notes
2	General	No cavitation shall be allowed in pumps operating within the stable operating range for the specified operating conditions. For the purposes of this provision, cavitation shall be recognized and accepted as being present in a pumping unit if cavitation noise can be perceived either by the human ear or by acoustic instruments or devices. The presence or absence of cavitation noise shall be verified by the City and/or its consultant during both the factory/field performance tests of the pumps and during operation of the pumps up to the end of the warranty period. To assist in revealing potential cavitation during the factory/field performance tests, in addition to all other required tests, the Manufacturer shall force the pumps to operate at the specified minimum net positive suction head available for each of the following conditions: minimum flow rate, design flow rate and head, and maximum flow rate.	
3	Testing	Engineer to ensure pumps and motors are tested at factory. Minimum of 7 certified sets of test data shall be submitted. Acceptance criteria shall be in accordance with ANSI/HI 14.6" Grade 1U	Verity the testing range falls within operational performance range: Flow +10%, Head +6%
4	Design	Specify pump type and identify process. Specify performance curve and pump data. Specify electrical requirements and controls. Assemble drawings showing location and process. Specify pump drive and motor. Shall require Contractor to produce bearing calculations, indicate points on H/Q curves, pump detailed description, installation drawings.	
5	Mechanical Seal	Where indicated for the pump seal, they shall be of the best quality, using the Manufacturer's suggested materials best suited for the specific application. For drainage and liquids containing sediments, the seals shall be fresh-water flushed, using lantern rings. Mechanical Seals: rotating balanced O-ring type. Water lubrication - cooling. Materials: Metal parts except springs: 316 stainless steel. Springs: Hastelloy C. Seal faces: Tungsten carbide, except where required for chemical resistance or in the presence of oxidants. In such cases, follow pump manufacturer's recommendation. Elastomers: Viton.	Mechanical Seals If using mechanical seals, use Couplers or Split Seal if in a location that is difficult to access.
6	Flanges (suction and discharge)	Cast Iron (ANSI/ASME B16.1), Class 25, 125, 250, and 800. Or ANSI/ASME B16.5. Or ASTM A-36 steel plate with a minimum wall thickness of ¼ inch.	
7	Lubrication	Vertical pump shafts (clean water) - Product water lubricated; Deep-well/dry barrels - Water or oil lubricated bearings, seals, and enclosed line shafts. Vertical propeller, mixed-flow, and turbine pumps or bowl sizes 10-inches and larger (other than deep well pumps) - Stainless steel tube attached to the column for grease lubrication of the bottom bearing	
8	Vortex Suppressors	Provide for vertical pumps with marginal submergence. In accordance with Hydraulic Institute requirements	

Item	Parameter	Criteria	Notes
9	Pump Casing	Ductile Iron, Austenitic (ASTM A 439). Cast iron, Stainless steel or Bronze. Stainless Steel, Type 416 or 316, SAE63 Bronze. Hot-dipped galvanized (not buried or submerged), stainless steel (buried or submerged).	
10	Pump Guards	All rotating surfaces must be guarded. Pump guards are to be provided by the manufacturer.	

Table 32 Horizontal centrifugal pumps

Item	Parameter	Criteria	Notes
0	Scope	This document applies to horizontal, variable-speed, non-clog or non-clog mixed flow centrifugal pumps.	
1	Operation	1200* rpm, maximum, ventilated spaces. Waste Activated Sludge or Return Activated Sludge, up to 15,000 mg/l suspended sludge, 6.5-8.5 pH, 65-85 degrees F.	*Maximum shaft speed dependent on casing/ impeller diameter
2	Liquids	Unscreened municipal wastewater solids. Unscreened industrial wastewater solids.	
3	Materials	Casing - Cast iron. Suction and discharge flanges - provide by pressure class. Volute lining - Fusion bonded epoxy. Impeller - Silicon bronze. Shaft - Stainless steel type 316. Bearings - minimum 100,000 hours, grease lubricated.	
4	Drive	Horizontal inverter-duty.	
5	Manufacturers	See Pump Schedule.	

Table 33 Submersible Sump Pumps

Item	Parameter	Criteria	Notes
0	Scope	This document applies to submersible sump pumps.	
1	Operation	Intermittent and continuous, submerged.	
2	Liquids	Process water. Surface runoff. Washdown.	
3	Materials	Shaft: Stainless Steel 316. Impeller: cast iron or SAE63 bronze. Seal: mechanical, single or double, in an oil reservoir. Hardware: exposed shall be stainless steel 316. Connection: flange or screw with neoprene pressure hose.	
4	Drive	Submersible electric.	
5	Manufacturers	See Pump Schedule.	

Table 34 Submersible wastewater pumps

Item	Parameter	Criteria	Notes
0	Scope	This document applies to submersible wastewater pumps.	
1	Operation	Constant speed, on/off cycling, submerged partially submerged or dry condition up to 65' depth.	
2	Liquids	Process drainage from cleaning and maintenance activities, up to 15,000 mg/l suspended sludge, 50-95 degrees F. Unscreened wastewater solids, RAS, WAS.	
	Materials	Casing: Cast iron Class 30. Pump lining - Fusion bonded epoxy. Shaft: Stainless steel 316. Impeller: Cast stainless steel. Seal: tandem double mechanical, in an oil reservoir. Hardware: exposed shall be stainless steel 316. Bearings: bronze. Maximum efficiency, minimum, percent: 65.	
3	Manufacturers	See Pump Schedule.	

Table 35 Sludge dewatering piston pumps

Item	Parameter	Criteria	Notes
0	Scope	This document applies to dewatering sludge piston pumps.	
1	Operation	Continuous duty, reciprocating, dual piston, single discharge. Sludge cake, 20-30% solid concentrations.	
2	Liquids	Digested dewatered municipal wastewater sludge. Inorganic solids with moderate abrasive characters.	
3	Type	Pistons: Steel or stainless steel face and core. Piston head: Buna-N (Nitrile) rubber bonded to steel core. Rods: High strength steel, hard chrome plated; or chrome steel.	
4	Drive	TBA	
5	Manufacturers	See Pump Schedule.	

Table 36 Positive displacement rotary lobe pumps

Item	Parameter	Criteria	Notes
0	Scope	This document applies to positive displacement rotary lobe pumps.	
1	Operation	Permeate/Backwash.	
2	Mounting	On concrete pad in weather exposed location. Baseplate shall be galvanized.	
3	Materials	Casing: Stainless steel, Type 316. Shaft: stainless steel 316. Shaft Sleeve: Stainless steel, Type 316. Pump: Minimum of two tri-lobe rotors driven through positive timing gears, bearing assembly direct. Hardware: Stainless steel, Type 316. Feed Pump: Inverter-duty, NEMA 4X control panel with VFD, 480 Vac.	
4	Manufacturers	See Pump Schedule.	

Table 37 Progressive cavity pumps

Item	Parameter	Criteria	Notes
0	Scope	This document applies to progressive cavity pumps for sludge feed service.	
1	Operation	Digested moderately abrasive sludge, organic solids and small inorganic particles, 6-9 pH, 60-105 degrees F.	

2	Materials	Pump body: Cast iron. Shaft: 416 chrome steel or AISI 4120 chromium nitride coating. Rotor and Stator: Two-stage convoluted rotor, convoluted stator. Hardware: Stainless steel, Type 316. Rotor Drive Configuration: Gear joints: Alloy steel, grease lubricated crowned, with ridge spline design. Pivot joints: alloy steel, cartridge design cross journal connected by connecting rod. Pin joints: High temperature grease lubricated, positively sealed and lubricated. Shaft seals and bearings: bearings shall be 100,000 hour minimum, grease lubricated.	
3	Drive	Closed coupled block: direct coupled motor and gear reducer or gear motor Bearing assembly -V-belt: V-belt drive.	
4	Manufacturers	See Pump Schedule.	

Table 38 Vertical turbine pumps

Item	Parameter	Criteria	Notes
0	Scope	This document applies to vertical turbine pumps.	
1	Operation	Recycled water, 6-8 pH, 50-75 degrees F.	
2	Materials	Pump body: Epoxy-coated cast iron. Shaft: 316 stainless steel. Hardware: Stainless steel, Type 316. Rotor Drive Configuration: Gear joints: Alloy steel, grease lubricated crowned, with ridge spline design. Pivot joints: alloy steel, cartridge design cross journal connected by connecting rod. Pin joints: High temperature grease lubricated, positively sealed and lubricated. Shaft seals and bearings: bearings shall be 100,000 hour minimum, grease lubricated.	
3	Drive	Vertical, solid/hollow shaft, high efficiency & thrust, variable speed.	
4	Manufacturers	See Pump Schedule.	

Table 39 Axial & mixed flow pumps

Item	Parameter	Criteria	Notes
0	Scope	This document applies to centrifugal axial and mixed flow pumps.	
1	Operation	Suction speed shall be calculated IAW ANSO/HI 1.3. Suction specific speed shall not exceed 12,500. Return activated sludge, up to 15,000 mg/l suspended sludge, 6.5-8.5 pH, 65-85 degrees F.	
2	Liquids	Unscreened municipal wastewater solids. Unscreened industrial wastewater solids.	
3	Type	Rigid sphere, 3" min passing through the pump from inlet to discharge.	
4	Drive	Electric motors only.	
5	Manufacturers	See Pump Schedule.	

Table 40 End-suction centrifugal pumps

Item	Parameter	Criteria	Notes
0	Scope	This document applies to horizontal, end- suction centrifugal pumps.	
1	Operation	Utility water - potable, recycled. Boiler, heat loops, brine solutions.	
2	Materials	Casing - Cast iron. Suction and discharge flanges - provide by pressure class. Volute lining - Fusion bonded epoxy. Impeller - Silicon bronze. Shaft - Stainless steel type 316. Seals - mechanical. Bearings - minimum 100,000 hours, grease lubricated.	
3	Manufacturers	See Pump Schedule.	

Table 41 Pump schedule

Item	Pump Type	Preferred Manufacturers	Notes
Process Stream			
Influent Pumping-Dry Pit	Vertical, non-clog centrifugal.	Flygt non-clog, Vaughan	
Influent Pumping-Wet Well	Submersible.	Flygt, Vaughan, ABS-Sulzer	
Primary Sludge	Progressive cavity.	Seepex, Moyno	
	Centrifugal.	WEMCO Hidrostal non-clog impeller, Vaughan	
Scum	Submersible chopper centrifugal.	Flygt non-clog, Vaughan Recirculation, ABS-Sultzer WEMCO Hidrostal.	
Secondary Scum	Submersible chopper centrifugal.	Flygt non-clog, Vaughan, ABS-Sulzer	
	Centrifugal. Vertical Turbine Solid Handling. Low head propeller (axial/mixed flow)	Allis Chalmers, Vaughan Fairbanks Morse	
RAS/WAS Sump	Submersible sump.	ABS-Sulzer, Flygt	
Waste Activated Sludge (WAS)	Centrifugal screw pumps. Centrifugal.	Worthington / Fairbanks Morse.	
Thickened Waste Activated Sludge (TWAS)	Progressive Cavity.	Allweiler, Seepex, Moyno.	
Digester Feed Blended Primary/TWAS	Progressive Cavity.		
Digester Mixing	Chopper centrifugal.	WEMCO Hidrostal, Vaughan.	
Digester Secondary Heat Loop	ANSI Horizontal end suction.	Aurora.	
Digester Sludge Heating Recirculation	Chopper or screw centrifugal.	WEMCO Hidrostal, Vaughan.	

Item	Pump Type	Preferred Manufacturers	Notes
Digested Sludge Transfer	Progressive cavity.	Allweiler (NEMO, Seepex are both good alternatives), Moyno.	
Dewatering Feed	Progressive cavity. Rotary Lobe.	Allweiler. Vogelsang.	
Dewatered Sludge	Dewater sludge piston.	Schwing Bioset, Putzmiester.	
Aeration Basin	Submersible.	ABS-Sulzer	
Return Water	Submersible.	Flygt, Vaughan, ABS-Sulzer	
Primary Heat Loop	ANSI Horizontal end suction.		
Utility Water	ANSI Horizontal end suction.		
Boiler Recirculation	ANSI Horizontal end suction.		
Recycled Water	Vertical Turbine.		

6.1.3 Chemical Storage and Feed Facilities

Table 42 Chemical storage and feed facilities, general

Item	Parameter	Criteria	Notes
0	Scope	This document applies to Chemical Storage and Feed Facilities.	
1	Design Approach	Select proper material for chemical compatibility. Define specific safety requirements for chemical handling.	
2	Access	Identify all requirements for maintenance and operations.	

Table 43 Chemical metering pumps

Item	Parameter	Criteria	Notes
0	Scope	This document applies to Chemical Metering Pumps.	
1	Containment	All pumps shall be contained to prevent chemical spills. Pump platforms shall be at least as high as containment wall. Use reinforced concrete base or applicable as provided by manufacturer.	Chemicals to be located in the same containment area shall not pose potential hazards.
2	Suction	Set tank height so metering pump suction line is full when only a few inches of liquid remain in tank.	
3	Duty / Standby	For 1 to 4 duty pumps per injection point, include 1 standby pump. Standby pump should utilize a common discharge header.	
4	Type	Peristaltic Pump Types (Ferric Chloride, Hypochlorite, Bisulfite, Peroxide, Caustic, Polymer, Other Acids). Equipped with compression rollers that are retractable for tube loading. One roller shall be fully engaged with the tubing at all times to prevent backflow or siphoning.	
		Use no check valves or diaphragms and shall require no dynamic seals in contact with the pumpage.	
		Dry self-priming, capable of being run dry without damaging effects to pump or tube, with a maximum suction lift of 15 feet wc.	
		Chemical metering pumps shall have Ethernet interface with control capability and support for CIP communications with Control Logix.	
	Tubing	Provide a tubing element with molded fittings, which shall be self-locating when fitted into the pump head.	
		Replaceable with no disassembly of the pump head.	
		Select material and size for the chemical being metered.	
		Supply four tube elements of the specified size per pump.	
5	Manufacturers	Watson Marlow. Flex-Pro by Blue-White Ind. Or equal.	
6	Accessories	Quick disconnect flush connection, Pressure Relief Valve, Pressure Indicator/Pressure Switch High, Calibration Column, Leak Detection.	
	SCADA Indicators	SCADA Guidelines (see Appendices), Leak Detection.	
		Provide per OSHA requirements.	

Table 44 Chemical storage facilities

Item	Parameter	Criteria	Notes
0	Scope	This document applies to Chemical Storage Facilities.	
1	Days of Storage	7 days minimum. Consider degradation characteristics for chemicals such as Hypochlorite in establishing solution strength and storage requirements.	15 days max preferred.
2	Accessories	Ultrasonic or radar level sensor.	
3	SCADA Indicators	SCADA Guidelines (see Appendices).	
4	SCADA Alarms	High Level--90 percent. Low Level--15 percent. Low-Low Level--10 percent.	
5	Awning	Provide awning for chemical storage and feed facilities. Consider future solar panels in awning design.	
6	Access	Allow proper truck or forklift entry and exit.	
7	Loading Area	Utilize common loading facilities with secondary containment.	
8	Screening/Shade	Consider screening and shade to maintain chemical integrity. This is significant for Hypochlorite solution.	
9	Coating/Painting	Consider chemical compatibility with specified coating and paint. Consider staining property of the chemical when specifying coating and paint	
10	Ladder with Gage	Tanks exceeding 10 feet in height shall be provided with an exterior ladder equipped with a safety cage meeting current OSHA requirements. The ladder shall be Fabricated of fiberglass reinforced plastic shapes.	
		A clear width of at least 18 inches, with rungs at least ¾ inch diameter and spaced not more than 12 inch	

Item	Parameter	Criteria	Notes
		apart, and a clearance of at least 7 inches between the back of the ladder and the tank wall.	
11	Safety Handrails and Kickplates	Safety Handrails and Kickplates meeting current OSHA requirements shall be provided around the top of each tank. The handrail shall be attached to the ladder side rails and anchored to the tank head. A self-closing safety gate shall be provided at the ladder access opening.	
12	Safety Shower/ Eye Wash	Provide per OSHA requirements.	

6.1.4 Primary Clarifier

Table 45 Primary clarifier, general

Item	Parameter	Criteria	Notes
0	Primary Clarifier	This document applies to Primary Clarifiers.	
1	Primary Sludge Grinders	Inline sludge shredders and grinders	
2	Primary Sludge Pumps	Progressive Cavity	
3	Primary Scum Pumps	Recessed Impeller or Open Vane	
4	Primary Center Drive	Shaft Drive or Cage Drive	

6.1.5 Secondary Treatment System

Table 46 Secondary treatment system, general

Item	Parameter	Criteria	Notes
0	Secondary Treatment	This document applies to Secondary Treatment Systems.	
1	Fine Screens with Washer-Compactor	2000 Micron Opening, Center-feed	
2	Mixing Channel	To Ensure Proper Blending of PE and RAS Prior to Splitting to Aeration Basins	
3	Mixing Chimney	One per Aeration Basin to Ensure Proper Blending of pre-blended PE & RAS with MLR	
4	Mixing System (Anoxic and Swing Zones)	Large Bubble Mixing System Powered by Compressors	
5	Aeration Blowers	Turbo or Hybrid Blower System with 50% Turndown	
6	Butterfly Control Valves and Actuators	One per Aerated and Swing Zone with <0.25% Actuator Resolution	
7	Diffusers (Aerobic zones)	Discs or Tubes; to Match Entire Range of Blower Airflow	
8	Mixed Liquor Pumps	Centrifugal/Mixed Flow Pump	
9	MLR Pumps (Inside Each AB)	Axial/Mixed Flow Pump	
10	Membrane Cassettes(1)	Hollow Fiber/Flat Sheet	
11	Permeate/Backpulse Pumps(1)	Reversible Positive Displacement/Lobe Pump	
12	Scour Blowers(1)	Turbo or Hybrid Blower	
13	WAS Pumps	Centrifugal Pump	

(1) Provided as part of MBR vendor scope of supply.

6.1.6 Chlorine Contact Tank

Table 47 Chlorine contact tank, general

Item	Parameter	Criteria	Notes
0	Chlorine Contact Tank (CCT)	This document applies to Chlorine Contact Tanks.	
1	Chlorine Dissolution System	Connect to Existing System	
2	Chlorine Solution Pumps	Dosing	
3	CCT Effluent Pumps	Centrifugal	

6.1.7 Solids Handling

Table 48 Solids handling, general

Item	Parameter	Criteria	Notes
0	Solids Handling	This document applies to Solids Handling Facilities.	
1	Rotary Drum/Screw Thickeners	Compact and entirely enclosed. Thickened sludge 4-8%	
2	Digester Recycle Pumps	Progressive Cavity	
3	Heat Exchangers	Spiral	

6.1.8 Reverse-Osmosis Facilities

Table 49 Reverse-osmosis facilities, general

Item	Parameter	Criteria	Notes
0	Reverse Osmosis (RO) Facilities	This document applies to Reverse Osmosis Facilities.	
1	RO Units	>93% Recovery	

6.2 Civil

6.2.1 Civil Narrative

The site is located at 2242 Charles Street in an unimproved portion of the parcel. The area of improvement is relatively flat and will require grading and drainage improvements to accommodate the new structures. According to the Riverside County flood map effective 08/28/2008, the site is characterized as an area of minimal flood hazard and does not lie within a floodplain characterized by a 100-year flood. Although flooding is not anticipated, proper grading and drainage of the site are required to minimize foundation settlement and overall building performance.

The proposed structures will be surrounded by hardscape and/or native landscape and shall be designed per the California Building Code. Therefore, site improvements shall be sloped away at a minimum of 2% for impervious areas or a minimum of 5% for pervious areas away from building foundations for a minimum of 10 feet in both scenarios. In addition to the grading considerations, these improvements are expected to exceed the 5,000 square feet impervious improvements threshold and will initiate a Water Quality Management Plan. On-site permanent Best

Management Practices (BMPs) are required to capture and treat the anticipated runoff calculated using the rational method. Geotechnical investigations will identify if infiltration is feasible.

All utility services required for the proposed improvements are expected to be provided through underground services. It is anticipated that existing potable water, wastewater, power, and gas services will be extended to the proposed structures, and additional permitting or approvals will not be required.

6.2.2 General Civil Requirements

The following table contains the Engineering Design Guidelines for civil criteria. The DBE is responsible to review and finalize these requirements for complete functioning facilities.

Table 50 General civil requirements

Item	Parameter	Criteria	Notes
0	Scope	This document applies to Civil Design at the treatment plants and collection/distribution systems.	
1	Site Layout	Allow for future logical expansion, safety, maintenance, and process flow.	
2	Preliminary Site Plan	Survey to be referenced to the Plant Coordinate System and to other separate surveys for pipelines, plant sites, and related facilities. Use survey for grading and drainage designs.	
		Perform geotechnical investigations to determine soil design parameters and existing conditions, corrosivity, boulders, cobbles, etc.	
		Provide corrosion control design testing and recommendations in a report.	
		Provide landscape buffer space along public roads for noise abatement and screening of facilities from public view.	
		Incorporate site specific requirements for special conditions.	
		Accommodate visitor, personnel, and truck traffic.	
		Provide access to the perimeter of all facilities.	
		Provide ample space for those facilities requiring secondary containment.	
		Include all transformers, substations and water supply facilities.	
		Provide space for emergency generators where required.	
		Identify work area, storage area and allowable site access.	
3	Facility Arrangement	Maintain separation of operations and administration buildings from process areas. Arrange process components to minimize unusual equipment arrangements. Provide adequate space for piping required between process units for future expansion. Provide space for cranes and maintenance vehicles without impairing normal operation. Valves should be in such a way as to maximize ease of operation	

Item	Parameter	Criteria	Notes
		Keep the number of confined spaces to a minimum.	
4	Access Roads	Use minimum width of 24 feet for Two-way traffic.	Include Striping.
		Provide ample space and route for chemical deliveries.	
		Design buildings to be accessible to Fire Department apparatus by roads with a minimum unobstructed width of 20 feet, and vertical clearance of 15 feet. Extend roads to within 150 feet of all building walls and entrances.	
		Discuss road design criteria and layout with local Fire Department.	
		Provide directional and traffic signs and markings for all one-way roads and direct traffic to key buildings.	
		All building accesses to comply with ADA requirements.	
5	Parking Area Design	Parking for employees and visitors to be located near operations and administration buildings. Early during design, confirm the need for truck parking and types of trucks.	
6	Horizontal and Vertical Control	Establish basis before surveying.	
7	Coordinates	Locate structures with a minimum of two coordinates on the outside face of the wall or on column lines. Show on structural foundation plan. Locate circular structures by a coordinate for the center point and by the radius. Locate centerline of roads with coordinates on points of intersection and with adequate curve information. Provide profiles for roads where control of grade is critical and/or vertical curves are required. Show stations, existing grade, vertical curves, horizontal curves and final grade. Provide coordinates and/or dimensions for grading control points, top or bottom of slope to provide sufficient staking to control contractor's tolerances for grading. Provide coordinates or distances from existing structures for appurtenances to fix their location. Locate coordinates on appurtenance's centerline. Provide coordinates or distances from existing structures for yard fixtures.	
8	Grading	Comply with latest edition of the California Building Code, Appendix J. Any conflict with geotechnical report shall be signed and provided in a written report.	
		Entire site to allow future construction to meet minimum design slopes. Flowlines in landscape areas = 1%; Paved areas = 1%; Concrete gutters = 0.5%.	

Item	Parameter	Criteria	Notes
		Minimize use of cross gutters or ribbon gutters.	
		Maximum road grades for heavy truck traffic on a routine basis = 7%; short reaches of 10% to 12% allowed under special circumstances.	
		Where grass is mowed, maximum slope = 5:1 horizontal to vertical.	
		Provide access ramps per ADA requirements.	
		Finished grade around structures, slabs and buildings shall be at least 6-inches below floor or slab elevation.	
		Comply with all state and federal safety codes.	
		Show contours with control points established to provide for intersecting planes on the Plans.	
9	Drainage Systems	Drainage piping shall be at least 6-inch nominal size. Incorporate drainage design during initial design phases. Direct sheet flow and flowlines away from walkways, buildings, cut and fill slopes, and yard activities. Provide culverts where collected drainage must cross walkways. Design inlet structures where it will not hinder facility operation. Provide a design to eliminate soil or debris from entering storm drain system for large areas. Storm drains and catch basin laterals are a minimum of 18-inch diameter. Inlet openings are a minimum 2 feet in length. Daylight storm drains to ditches or connect to an off-site drain system. Avoid on-site detention basins where soils are poor. Do not retain storm water more than a few days. Design to be maintenance free, if possible. Calculate drainage runoff using a minimum of a 100-year storm. For storm calculations, use 24-hour duration. For conveyance, use 6-hour intensity. Where intense rainfall could result in runoff leaving property, use 2-hour intensity. Use rainfall intensity/frequency graphs from the County of Riverside.	
10	Yard Piping	Design sanitary sewer, interceptors, mains, and interplant mains of a material that is resistant to hydrogen sulfide corrosion. Apply PVC liner or appropriate coating plate linings to structures.	Use CPVC, if exposed to sunlight.
		Design steel pipe in accordance with American Water Works Association Manual M11.	
		Design ductile iron pipe in accordance with Chapter 7, Sewers, Siphons and Force Mains.	

Item	Parameter	Criteria	Notes
		For pressure distribution pipes, use restrained joints. For non-restrained joints, use harness assemblies across joints. Must withstand the maximum pressure anticipated for the system.	
		Design to have access for maintenance and inspection and have manholes to grade. Provide flanged or restrained/screwed end plug cleanouts for all building drains and sewers and all force mains.	
		Try not to bury valves. Locate all valves in tunnels or buildings or construct vaults around necessary yard valves.	
		Gravity pipelines to be a minimum 6-inch in diameter and have manhole to grade. Locate manholes at all changes in direction. Maximum distance = 300 feet between manholes.	
		Design smaller pressure lines with pressure cleanouts at grade.	
		Provide air and vacuum relief valves at high points on pressure pipes. Provide drains or blowoffs at low points.	
		Lay piping in corridors and provide space for future piping as well as access for pipe repairs.	
		Provide pipe capacity calculations in conjunction with the plant hydraulic profile.	
		Design all pipe for positive embankment conditions. 95% max dry density compaction of pipe zone bedding and backfill.	
		Combine the drain system for return to the treatment system.	
		Minimize abandoned unused piping, removing as much existing piping as possible. If left in place, fill abandoned pipe with grout plug and seal ends.	
11	Piping at Structures	Encase piping in concrete whenever under a structure and to a distance structure determined by a 45° angle from the outside of the footing to the pipe. Outside structure or encasement, provide flexible joints on pipes. Where pressure lines are involved, include flexible joints with a mechanical restraint. Where gravity lines are involved, flexible joints may be normal push-on joints. Use the first flexible joint 2 feet from the structure. Use two (2) two-foot long joints at a junction with a structure.	
12	Water Piping	Design as a loop. Provide three (3) isolation valves at all tee fittings (one on each tee outlet).	

Item	Parameter	Criteria	Notes
		Minimum horizontal separation requirements for the parallel construction of potable water pipelines: • 10-feet: Sewer, Secondary Treated Recycled Water and hazardous fluids • 4-feet: Disinfected Tertiary Recycled Water and Storm Drainage.	Maintain 1-foot vertical separation also.
		Crossings shall be constructed no less than 45-degrees and no joints are allowed within 8-feet horizontal distance.	
		Whenever a pipeline crossing must occur where required clearances cannot be met, special construction that minimizes the potential for contamination will be required as specified by CDPH.	
		Provide an air-gap for potable water supply to the site. Where potable water is used for landscape irrigation or process usage, provide a reduced pressure principle backflow assembly system, complete with test cock and isolation valves.	
		Develop galvanic protection plan for pipelines placed directly in soil. Plan shall explain system used, detailing type, required maintenance, and construction requirements.	
		Contractor shall CCTV RW lines following completion of construction	
13	Fire Protection	Comply with National Fire Protection Association and local fire codes. Provided by a potable water supply. Form a piping loop around the plant perimeter. Submit fire hydrant spacing for review by local fire departments. Place fire hydrants near cross streets and roads with fire truck access and where they are readily visible. Provide break-off check valves for fire hydrants that are vulnerable to vehicular damage.	
14	Security	Security fencing to be 8-foot-high chain link fence, with 3 strands of barbed wire slanting outward around property line.	
		Construct posts per APWA-AGC Standard Plan 600-0. Design fabric and posts to PVC-coated galvanized fabric and Class 1A steel per standard specification for public works construction 206-6 and Districts Master Specification.	
		Identify all security requirements for the proposed project including fencing, access, lighting, CCTV, and alarms.	
		Utilize the non-jump type to prevent vandalism.	
15	Paving	Use latest Green Book requirements. Comply with California Department of Transportation Highway Design Manual Chapter 600.	

Item	Parameter	Criteria	Notes
		Determine R value for subgrade soils under pavement using a State of California Registered Geo-technical Engineer. Design access roads with a maximum traffic index of 7.0. For parking areas use AR-8000 asphalt. Concrete pavement may be used in lieu of asphalt pavement. Use concrete paving where truck parking is anticipated and where asphalt paving is incompatible with the materials handling requirements for the area. Construct pedestrian walkways between structures and buildings of concrete with a minimum width of 4 feet and minimum thickness of 4 inches.	
16	Spill Prevention, Control and Countermeasure Plan	Identify all manholes on main lines and drains on laterals that may overflow.	
		Identify all storm drains that may be vulnerable to an overflow.	
		Identify all potential emergency diversions that may be made to prevent an overflow.	
		Identify storm drains that may be suitable for containment of an overflow, where the storm drain may be plugged in time to prevent discharge to surface waters.	
		Specify which storm drains should be covered with mat and sandbags and which should be used for containment if necessary.	
		Specify all equipment at hand during all bypass operations.	
		Specify when emergency bypass equipment shall be ready.	
		Specify training of contractor staff in District procedures and IEUA specified procedures.	
		Include in Contract Documents the spill response plan and required configurations. Indicate on drawings the installed locations of storm sewer mats, sandbags and pipe plugs for containment.	
17	Manhole Covers in Streets	Use Traffic Rated (H-20) manhole covers.	
	Hatches/Manholes covers	Always try to use a circular section. If rectangular is the only configuration, use double hatch (Belco)	
	Guard Posts	Always add around equipment if there is any chance of traffic exposure.	

6.3 Structural

6.3.1 Structural Narrative

The structural scope for the expansion of the City's WWTP involves the addition of new components and the expansion/alteration of existing components within the existing WWTP. The identified new components include:

Pre-Engineered Metal Building (PEMB) may house various equipment, such as MBRs, RO systems, pumps, blower, tanks, office building, and their corresponding concrete pads/pedestals and building foundations.

- Cast in-place concrete for all required equipment.
- Concrete pads for all required equipment.

Additionally, alterations to existing components are proposed, including:

- Conversion of the existing secondary digester into a primary digester.

6.3.2 Design Loads

Load combinations for analysis and design will be in accordance with ASCE 7-16, Chapter 2, as referenced in CBC 2022.

The loads for analysis and design will be in accordance with CBC 2022, Chapter 35.

As outlined in the CBC 2022, the environmental loads will be determined per ASCE 7. The wind loads will be calculated per Chapter 27 using the Directional Procedure, and the Seismic loads per Chapter 12 using the Equivalent Lateral Force Procedure.

The design loads for the Project are as follows:

- Risk Category: IV
- Wind Design Data
  - Basic Wind Speed, V: 96 mph
  - Exposure Category: C
- Earthquake Design Data
  - Site Soil Class: D-Default
  - Seismic Design Category: E
  - SDS: 1.57 g & SD1: 0.932 g
  - SS: 1.962 g & S1: 0.822 g
  - Seismic Importance factor, I_e: 1.5

6.3.3 General Structural Requirements

The following table contains the Engineering Design Guidelines for structural criteria. The DBE is responsible to review and finalize these requirements for complete functioning facilities.

Table 51 General structural requirements

Item	Parameter	Criteria	Notes
0	Scope	This document applies to Structural Design.	
1	General Code Requirements	Comply with the latest editions of the CBC, ACI, AISC, ASCE, AWS, AWWA, AASHTO and CMAA. Detailed code requirements shall be per the latest edition of the following codes: • General Design: per CBC Chapter 16 and ASCE 7 • Concrete: per CBC Chapter 19, ACI 318, ACI 350, and ACI 350.3 • Masonry: per CBC Chapter 21, and ACI 530/ASCE 5/TMS 402 • Steel: per CBC Chapter 22 and AISC 360, AISC 341, AISC 358 • Wood: per CBC Chapter 23 and NDS-2015	
2	Geotechnical Investigations	Required prior to structural design.	
		Establish location of water table and identify types of soil layers.	
		For structures located below grade and foundations supported by piles, soil-structure interaction analysis under seismic loading may need to be performed, unless it can be demonstrated by other methods that the structure is not subject to damage that renders the essential facilities inoperable after an earthquake.	
		Geotechnical Baseline Report (GBR) may be warranted for some critical structures.	
3	Dead Loads	An allowance for routed mechanical, piping, heating, ventilating and air conditioning (HVAC) and electrical equipment of 20 pounds per square foot will be included.	
4	Live Loads	Design floor area for the loads from specific equipment used or the 125 psf uniform load and 2,000 concentrated load minimums whichever is greater.	
		Design process equipment and pump rooms for minimum live load of 200 psf or maximum fork lift wheel loads, whichever is higher.	
		Electrical and control rooms shall be designed minimum live load of 300 psf.	
		Do not use CBC live load reduction.	
		Use AASHTO HS 20-44 loading where access is provided for trucks.	
5	Wind Loads	Basic Wind Speed (3 second Gust) = 110 mph (with consideration for special wind regions). Exposure Category = "D" Risk Category shall be per CBC Table 1604.5.	
6	Seismic Loads	All structures shall be designed according to the ASCE and CBC.	
		Analysis and modeling criteria for seismic design of buildings shall be in accordance with ASCE 7-10 Section 12.6.	
7	Lateral Earth and Liquid Loads	Consider all operating conditions within design criteria.	
8	Earth Pressure Loads - Below Grade Structures	Design for active soil pressure for all yielding walls.	
		Design for at-rest soil pressure for all non-yielding walls.	
		Surcharge soil pressure including AASHTO vehicle wheel loads if applicable (minimum surcharge equal to an additional 2 feet of soil).	
		Design for passive soil pressure.	
		Design for soil dynamic loads due to earthquake.	
9	Crane & Monorail Loads	Select design loads based on the heaviest item to be removed, with a safety factor. Use safety factor of at least one third, and higher if weights are not all available. Design of crane girder, monorail beam and beam hangers and supports in accordance with CMAA.	

Item	Parameter	Criteria	Notes
		Allow for future addition of cranes in areas of heavy equipment in structural design.	
		Impact and lateral loads shall be in accordance with CBC. Vertical deflection shall not exceed L/800 and horizontal deflection shall not exceed L/400.	
10	Crane Girders	Use adjustable bolted connections for fastening crane rail to girder. Welded connections are not permitted.	
		Continuous crane girders are not permitted. Simply supported crane girders shall have end connections capable of rotation under vertical loads.	
11	Thermal Loads	Consider in the design. Such forces will include, but not limited to those caused by piping expansion or contraction.	
12	Erection Loads	Consider in the design.	
13	Load Combinations, Drift and Deflection Limitations	In accordance with ASCE and CBC.	
14	Uplift Loads	Design structures for a minimum factor of safety against uplift and sliding of 1.25 when the structure is empty and there are maximum ground water levels.	
		Uplift forces with empty structure and maximum ground water levels shall be one of the load cases evaluated for designing the structure's base slab.	
15	Seismic Upgrade to Existing Structure	Eliminate missing links in lateral force resisting systems, correct gross deficiencies in seismic systems and strengthen non-ductile "weak links" in such systems.	
		Consistently upgrade entire structure for code prescribed requirements.	
		Weigh the exact performance required and the cost of various levels of retrofit for specific structures on a case-by-case basis.	
		When criteria for strengthening existing essential and other structures and elements for which such relaxation is proposed is to be presented together with a description of the justification.	
16	Materials - Steel and Miscellaneous	Structural Steel: ASTM A36.	
		Structural Shapes (W Shapes): ASTM A992.	
		Structural Steel Pipe: A53, Type E or S, Grade B.	
		Structural Tubing: ASTM A500, Grade B.	
		Carbon Steel Bolts (for minor structural connections not exposed to corrosive environment): ASTM A307.	
		Connection Bolts (subject to vibration, cyclic, or fatigue loading): ASTM A325 SC, galvanized per ASTM B695.	
		Connection Bolts (not subject to vibration, cyclic, or fatigue loading): ASTM A325 N, galvanized per ASTM B695.	
		Anchor Bolts, studs, inserts, and fasteners (exposed to water, groundwater, sewage, sewer gas, or areas above sewage) sleeved and unsleeved: Type 316 stainless steel.	

Item	Parameter	Criteria	Notes
		Anchor Bolts, studs, inserts, and fasteners (not exposed to water, groundwater, sewage, sewer gas, or areas above sewage) sleeved and unsleeved: ASTM F1554, galvanized per ASTM B695.	
		Concrete anchors and adhesive capsule anchors: Type 316 stainless steel.	
		Anchor bolts and concrete anchors (in contact with aluminum): Type 304 or 316 stainless steel.	
		Welding Electrodes: E70XX Low hydrogen type or as approved.	
		Perform all welding to approved and certified AWS procedures.	
17	Materials - Concrete	Cement: ASTM C150 Type II or Type V.	
		Reinforcement: ASTM A615 Grade 60.	
		Cast in place concrete: 4000-psi minimum, 28 day compressive strength.	
		Lean concrete for mud mats: 2500-psi minimum, 28 day compressive strength.	
		Concrete for duct banks: 2500-psi minimum, 28 day compressive strength.	
		Design the expansion, contraction, and construction joints to adequately tolerate differential movements due to settlement, temperature, and shrinkage effects.	
		Provide all types of joints in structures with waterstop and UV resistant system where water tightness is required.	
18	Materials - Aluminum	All aluminum: 6061-T6 and ASTM B221 and ASTM B308.	
		Bolts and components (connecting aluminum): Type 304 or 316 stainless steel.	
		Aluminum guardrails and handrails (rails, posts, and fitting-assembly spacers): 6063 or T6 extruded aluminum pipe of 1-1/2-inch outer diameter and 0.145 inch wall thickness.	
		Aluminum guardrails and handrails (other parts not listed above): 6063 extruded aluminum or 214-F aluminum casting.	
		Aluminum ladders: 6063-T6 or 6061-T6.	
		Design the finished diameter of holes for unfinished bolts to be not more than 1/16 inch larger than the nominal bolt diameter.	
		Perform all welding to approved and certified AWS procedures.	
19	Materials - Masonry	Concrete block; concrete masonry unit: Standard medium weight, (unless specified to use lightweight: maximum 105 pcf), ASTM C90, Grade NI.	
		Brick: ASTM C62, Grade MW.	
		Mortar minimum compressive strength: 1,800 psi ASTM C270 Type S.	
		Cement: ASTM C150, Type II.	
		Grout minimum compressive strength: 2,000 psi ASTM C476	
		Reinforcement Yield Strength: 60,000 psi ASTM A615.	

Item	Parameter	Criteria	Notes
		CMU is not acceptable for below grade facilities and structures.	
20	Facilities	Essential facilities are those which are required to maintain the flow of wastewater through the plants.	
21	Water Holding Structures	Do not back fill until the basin passes a leak test. During leak testing, the liquid level in the tank shall be at maximum operating levels.	
	Protection of Concrete in Corrosive Areas	Use imbedded HDPE liner for protection of new cast in place concrete in corrosive areas such as preliminary treatment, headworks, primary clarifiers, digesters, etc. The HDPE liner shall be by AGRU Sure-Grip as manufactured by Agru America, or equal.	
	Concrete Structure Finish	Concrete structure finish requirements shall include "sack and patch" on of all exposed and submerged structures.	
22	Crack Control	In accordance with ACI 350, shall apply to all water holding structures.	
		Buildings with high humidity.	
		All structures exposed to repeated wash down or chemical or process spills.	
		All structures below groundwater.	
		All structures built in or placed in the water.	
		Structures below grade and above groundwater where dry interior is critical, including: basements pump stations, electrical vaults and valve houses.	
		Z factor shall be less than 95 kps per inch for service load cases for all structures exposed to raw wastewater, primary or secondary flows and sludge. In all other cases Z shall not exceed 115 kips per inch.	
23	Concrete Repair and Replacement	Inspection/assessment procedures and repair and/or replacement recommendations shall be in accordance with American Concrete Institute Standards.	
24	Foundations	Where conflict exists between Geotechnical reports and information, the most stringent requirement shall govern.	
		Explore alternatives to traditional pile driving for foundation designs.	
		Evaluate designs based on the nature of the soils and geological substrate and the proximity to sensitive noise receptors including human activities and sensitive wildlife species.	
		Alternatives include avoiding the need for piles, use of cast-in-place piling constructed in bored holes and low noise type pile drivers and extractors.	
		If pile driving is recommended, an acoustic engineer shall evaluate mitigation measures.	
25	Vibrating Equipment	The ratio of the natural frequency of the structure to the exciting frequency of the equipment shall be greater than 1.5.	
26	Equipment Anchorage	Anchor all equipment, tanks, piping, etc. in accordance with CBC requirements to resist wind or seismic loads.	
		Anchorage of equipment, piping etc. that is submerged in water or wastewater shall be	

Item	Parameter	Criteria	Notes
		designed for seismic induced water sloshed loads in addition to the other loadings.	
27	Floor Drainage	Ensure the drainage plan does not prevent proper pipe or conduit routing and does not result in impractical footing requirements. Where practical, the floors of electrical rooms shall be sloped 1/4-inch per foot or more to flush door sills. Other rooms that have smoothly coated floors and are not subject to washdown shall be sloped at least 1/4-inch per foot to floor drains. Except for floors in office spaces, all other room floors shall be sloped at 3/8-inch per foot or more to floor drains. The provision of a side slope to a drainage trench along the side of a room can allow more aggressive slopes and is sometimes preferred. Drainage trenches may be sloped with at least 1/4-inch per foot slope. Trenches should be 12 inches wide.	
28	Potential Loads from Solar Panels and other power generation equipment	Include loads from potential future solar panels for relevant structures as well as loads from any other power generation equipment.	

6.4 Architectural

The following table contains the Engineering Design Guidelines for architectural criteria. The DBE is responsible to review and finalize these requirements for complete functioning facilities.

Table 52 General architectural requirements

Item	Parameter	Criteria	Notes
0	Scope	This document applies to Architectural Design.	
1	Building Insulation	Comply with fire-resistance and flammability ratings. Comply with code interpretations by governing authorities.	
2	Sound Attenuation Mineral Fiber Blanket Insulation	Provide insulations formed from inorganic mineral fibers complying with ASTM C 665 and ASTM C 764.	
3	Sound Attenuation Fire Blanket Insulation	Provide insulation containing non-asbestos, non-combustible compounds of spun mineral fiber felt formed into flexible and resilient blankets: 1) Thermal Conductivity (k), ASTM C 518: 0.27 Btu/in./hr/sf/degrees F. 2) Density, Manufacturer's Certified Test: 2.5 pcf. 3) Flame Spread, ASTM E 84: 25 maximum. 4) Smoke Developed, ASTM E 84: 50 maximum. 5) Fuel Contributed, ASTM E 84: 50 maximum. Thickness: 3-inches. Width: 16-inches. Thermafiber SAFB by USG Interiors, or equal.	

Item	Parameter	Criteria	Notes
4	Fire Safing Insulation	Semi-rigid non-asbestos compounds of spun mineral fiber felt, meeting FS HH-I-521F, Type I, Class A and FS HH-I-558B, Form A, Classes 1 and 2. Nominal density of 4 pounds per cubic foot and a thermal conductivity (k) of 0.24: a. Flame Spread Rating, ASTM E 84: 15 maximum. b. Fuel Contributed, ASTM E 84: 1 maximum. c. Smoke Development, ASTM E 84: 0 maximum. d. Fire Resistance Rating, ASTM E 119: 3 hours minimum.	
		Thermafiber Fire-Safing Insulation by USG Interiors, or equal.	
5	Rigid Interior Wall Insulation	Provide insulations formed from extruded polystyrene foam, tight closed cell structure with no voids between the cells, high compressive strength, resistance to water penetration, and formed into rigid sheet complying with ASTM D 2842, ASTM C 518, ASTM C 177, and ASTM C 578, Type X: 1) Thermal Resistance Aged R-Valve per inch at 75 degrees F mean temp, ASTM C 518: 5.0. 2) Compressive Strength (lb/in) min., ASTM D 1621: 15. 3) Flexural Strength (lb/in) min., ASTM C 203: 40. 4) Water Absorption (% by volume) max., ASTM C 272: 0.1. 5) Water Vapor Permeance (perm), ASTM E 96: 1.1. 6) Flame Spread, ASTM E 84: 5. 7) Smoke Developed, ASTM E 84: 165. Thickness: 1-1/2 inches. Width: 23-7/8 inches. Styrofoam Z-mate Interior Rigid Wall Insulation by Dow Chemical, or equal.	
6	Roof Insulation	Rigid foam insulation, ANSI/ASTM C-1289 Type II, polyiscocyanurate board with fiberous glass facer: a. Compressive Strength: 20 psi, nominal b. Board Density: 2.0 lbs. Per cubic foot, nominal c. Thickness and R-value: 2-inch, R 12.0 d. Provide minimum slope to drain of 1/4-inch per foot. e. Provide Pre-cut factory-formed corners, crickets, tapered edge strips, hipsand valleys.	
		ISO Insulation System by: GAF EverGuard Roofing Systems, or equal.	
7	Adhesive For Bonding Insulation	The type recommended by the insulation manufacturer and complying with fire-resistance requirements.	
8	Mechanical Anchors	Type and size shown or, if not shown, as recommended by the insulation manufacturer for the type of application shown and condition of substrate.	

Item	Parameter	Criteria	Notes
9	Impaling Clips	Provide galvanized steel impaling clips complying with requirements of governing code authorities and as recommended by the insulation manufacturer for full system responsibility.	
10	Adhesive Tapes	Complete selection of insulation manufacturer's recommended taping materials.	
11	Fire-Stop Sealants And Other Fire-Stop System Components	Complete selection of fire stop manufacturer's recommended vinyl-type non-asbestos fire stop systems. Provide complete systems complying with UL 1479 and ASTM E814 with a two- or three-hour fire rating. Provide equal fire protection as provided by fire-rating of construction penetrated. Fire stop systems shall also be gas and watertight. Fire Stop Systems by Dow Corning Corporation, or equal.	
12	Single-Ply Roofing	Comply with the Factory Mutual Publication 1-29 Technical Advisory Bulletin for wind resistance. Provide uniform ballast weight distribution over entire roof surface. Comply with FM wind uplift criteria at corners and perimeters. Provide combined ballast and single ply roofing manufacturer's recommended screw and plate fasteners located in accordance with FM 1-29 TAB 1. Comply with applicable insurance rating bureau requirements as required by the California Building Code, latest edition and International Building Code, latest edition, unless more restrictive requirements are specified or required. a. Out-of-Plane: 1/8-inch maximum in 10 foot-0 inches and 1/16-inch maximum in any 12-inches measured along the plane. b. Maximum Offset in Plane Alignment: 1/16-inch. c. Variation From Slope: 1/8-inch maximum in 10 foot - 0 inches. A smooth type, polyester scrim reinforced thermoplastic polyolefin based membrane for use as a single ply roofing membrane and flashing material	
		Membrane by GAF Materials Corporation, Or equal.	
13	Single-Ply Roofing Ballast	Smooth, rounded, river washed stone from 3/4-inch to 1-1/2-inch in diameter applied at a rate of 1,000 pounds per square, spread evenly over the surface without adhesive. Provide granite or other stone capable of withstanding exposure without deterioration.	
14	Polyvinyl Chloride (PVC) Roofing	Comply with Factory Mutual Publication Class 1-90 (Wind Uplift Attachment Criteria). Class A fire rated assembly in accordance with UL-790 or ASTM E 108. Roof system shall comply with all applicable building codes and California Building Code Title 24, Section 118. 1. PVC roofing: Fabric reinforced PVC sheet, ASTM D4434 for Type II PVC membranes. Fiberglass reinforcing material, 80 mils minimum polymer thickness, 40 mils thickness above	

Item	Parameter	Criteria	Notes
		scrim, 110 lbf/in minimum breaking strength, white color 2. Membrane Manufacturer's membrane shall be of consistent base formulation for a minimum of 50 years. Manufacturer and membrane shall be listed in Cool Roof Rating Council product listing and roofing membranes shall be tested by CRRC-1. 3. Warranty: Manufacturer's 30-year system warranty (20 year material and labor with 10 year extension on material), Contractor's two (2) year warranty. Early Bird warranties are not acceptable. 4. Components including roofing insulation, fasteners, and walkways for roofing system from same manufacturer as membrane roofing. 5. Sika Sarnafil (Membrane: Sarnafil S327 EnergySmart 60-mil), Carlisle Syntec (Membrane: 60-Mil Sure-Flex PVC KEE), Johns Manville (60-Mil PVC KEE by Cooley Group), or equal. 6. Pre-Installation meeting between IEUA, Design Engineer, Applicator/Contractor, Roofing Manufacturer's Representative, and related Subcontractors shall be held at least two(2) weeks prior to installation.	
15	PVC Roofing Auxiliary Materials	1. Sheet Flashing: standard reinforced PVC sheet flashing of same thickness and color as PVC sheet. 2. Flashing Membrane Adhesive: solvent-based reactivating-type adhesive used to attach PVC flashing membrane to vertical (flashing) substrate. 3. Membrane Attachment Bar: one(1) inch wide, pre-punched aluminum bar used to attach PVC field membrane at all perimeter and base-angle transitions. 4. Membrane bonding adhesive: Manufacturer's standard, water based, Low VOC bonding adhesive 5. Metal Termination Bars: Manufacturer's standard predrilled stainless steel or aluminum, with anchors 6. Fasteners: factory-coated steel fasteners and metal plates complying with corrosion-resistance provisions in FM Global 4470 and acceptable to roof manufacturer. 7. Cover Board: by Georgia-Pacific DensDeck, or approved equal. ASTM C 1177, glass-mat faced, water resistant gypsum. Smoke developed and flame spread (ASTM E-84): 0, Mold resistance (ASTM D3273): 10, Compressive strength (ASTM C 473): 900psi, Board size: ½"x4'x8'. 8. Cover Board Adhesive: urethane based, low-rise foam adhesive shall be used to attach cover board to top layer of insulation. 9. Roof Insulation: Polyisocyanurate board insulation, ASTM C 1289-11, Type II, Class 2,	

Item	Parameter	Criteria	Notes
		Grade 2 (20 psi). Zero Ozone Depletion Potential from blowing agent (HCFC-free), Long-Term Thermal Resistance R-Value based on ASTM 1303-11 and/or C AN/ULC S770-09.Facer type: coated glass face, board size: 2.6"x4'X8' (R-15.0), Total Thermal Resistance Value: R-30.0 min. 10: Tapered Insulation: provide factory tapered insulation boards 11: Insulation and Cover Board Fasteners: corrosion-resistant, minimum #15 fastener with attachment plate to attach insulation to structural metal deck. 12: Flexible Walkways: factory-formed, non-porous, heavy0-duty, slip-resisting, surface-textured walkways pads or rolls	
16	Membrane Protection Concrete Pavers	Interlocking Ballast Pavers by Westile, an Oldcastle Company, Or equal.	
17	Vapor Barrier	Rufco 4000B by Raven Industries, Incorporated, Or equal.	
18	TPO Preformed Vent Boots	0.075" thick molded TPO membrane, heat welded directly to roofing membrane, supplied with stainless steel clamping rings, (1" to 6" diameter pipes)diameter pipes). GAF EverGuard TPO Preformed Vent Boots by GAF Materials Corporation.	
19	TPO Preformed Corners	Universal style accommodates both inside and outside corners of base and curb flashing, 0.065" thick molded TPO membrane, heat welded directly to roofing membrane, 4" X 4" with 4" flange. GAF EverGuard TPO Preformed Corners by GAF Materials Corporation.	
20	TPO Drain Inserts	Rigid molded TPO membrane flashing complete with clamping ring and strainer basket, membrane heat welds directly to drain insert flange, sealant ring at base of insert tube. GAF EverGuard TPO Preformed Corners by GAF Materials Corporation.	
21	TPO Coated Metal	25 gauge steel with 0.020" thick TPO based film required for fabricated metal gravel stops and drip edge profiles, metal base and curb flashings and sealant pans. GAF EverGuard TPO Coated Metal by GAF Materials Corporation.	
22	Lip Termination Bar	Extruded aluminum termination bar with angled lip caulk receiver and lower leg bulb stiffener. Pre-punched slotted holes at 6" on center, 3/4" x 10' with 0.090" cross section. GAF EverGuard Liptermination Bar by GAF Materials Corporation, Or equal.	
23	Miscellaneous Materials	1. Bonding Adhesive: As recommended by the roofing manufacturer. 2. Splicing Cement: As recommended by the roofing manufacturer. 3. Lap Sealant: As recommended by the roofing manufacturer.	

Item	Parameter	Criteria	Notes
		4. Deck Primer: As recommended by roofing manufacturer. 5. Caulking and Sealants: As recommended by the roofing manufacturer. 6. Protection Board: As recommended by the roofing manufacturer for use beneath membrane protection pavers. 7. Mechanical Fasteners and Plates: Stainless steel and plates as recommended by the roofing manufacturer.	
24	Single-Ply Roofing Manufacturer	1. Fully adhered single-ply TPO TSR roofing system, by GAF EverGuard by GAF Materials Corporation. (Uses: concrete decks). 2. Mechanically attached single-ply TPO TSR roofing system by GAF EverGuard.	
		by GAF Materials Corporation. (Uses: metal decks), Or equal.	
25	Flashing And Trim	Flashing and trim shall be permanently watertight, and not deteriorate in excess of manufacturer's published limitations. Flashing and trim to be fabricated and installed to meet the requirements of FM 1-90 and applicable requirements of the California Building Code, latest edition and the International Building Code, latest edition. Comply with fabrication details recommended by SMACNA.	
26	Stainless Steel Flashing and Trim	Provide sheet stainless steel, Type 304 complying with ASTM A 176, with No. 2D dead soft, fully annealed finish, unless otherwise specified.	
27	Cast-In-Place Roofing Reglets and Counterflashing	Provide stainless steel, Type 304, (.020-inch) built-in-place reglets with wind lock clips. Type CO Reglet for cast-in-place application by Fry Reglet Corporation, Or equal.	
28	Fiberglass Reinforced Plastic (FRP) Doors and Frames	General: a. Fiberglass Mat: Minimum 1.5 ounces per square foot. b. Resins: Manufacturer's formulation for fabricating units to meet specified requirements.	
		Manufactured Units:	
		1. Fiberglass Reinforced Plastic (FRP) Doors: a. Thickness: 1-3/4 inches. b. Thermal Insulating Value: 'R' Factor 11. c. Construction: 1) Core: End-grain balsa wood, resin-impregnated. 2) Door Plates: Molded in one continuous piece, resin reinforced with hand-laid glass fiber mat, nominal 1/8-inch thick, minimum 15 mil gelcoated surface. 3) Door Edges: Minimum three (3) layers resin-reinforced glass fiber mat, nominal 3/8-inch thick, machine tooled. d. Finish: Smooth gloss surface, minimum Value 88 in accordance with ASTM D 523.	

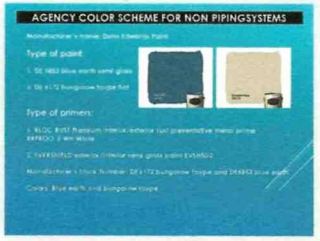
Item	Parameter	Criteria	Notes
		2. Fire-rated Fiberglass Reinforced Plastic (FRP) Doors: UL approved, and as follows: a. Thickness: 1-3/4 inches. b. Thermal Insulating Value: 'R' Factor 11. c. Construction: 1) Core: Fire-resistant mineral core. 2) Door Plates: Molded in one continuous piece resin, reinforced with hand-laid glass fiber mat nominal 1/8-inch thick, minimum 25 mil gelcoated surface. 3) Door Edges: Minimum two (2) layers resin-reinforced glass fiber mat, nominal 1/4-inch thick, machine tooled. d. Finish: Smooth gloss surface, minimum Value 88 in accordance with ASTM D 523.	
		3. Fiberglass Reinforced Plastic (FRP) Frames: a. Construction: One-piece pultruded fiberglass reinforced plastic, minimum 1/4-inch wall thickness, jamb-to-head joints mitered and reinforced with (FRP) clips and stainless steel fasteners conforming to SDI requirements for performance equivalent to 16 gage steel frames. b. Frame Profile: 5-3/4 inches deep, 2 inches wide face; double rabbeted with 5/8-inch high stop. c. Finish: Satin finish, with true and consistent color throughout frame thickness.	
		4. Fire-rated Frames: UL approved, and as follows: a. Construction: Type 304 stainless steel, or steel gel-coated to match doors.	
		5. Lites and Louvers: a. Lites: 1) Stops: Pultruded fiberglass reinforced plastic construction. 2) Fasteners: Stainless steel screws as recommended by manufacturer. 3) Fire-rated: Stainless steel, Type 304 UL rated frames. b. Louvers: 1) Construction: Molded solid vanes; pultruded fiberglass reinforced construction. 2) Finish: Satin finish, with true and consistent color throughout frame thickness.	
		6. Fiberglass Reinforced Plastic (FRP) Removable Transoms: a. Construction: Transoms shall match door frame construction and color.	
		Fiberglass doors and frames by FIB-R-DOR Division of Advance Fiberglass, Inc., Or equal.	
29	Non-Rated Wall Access Doors	Stainless Steel KRP-DSC-214M by Karp Associates, Or equal.	
30	Overhead Rolling Doors (High Speed Roll-Up Door)	Speed-Master Series-Model 1500 by Hörmann Flexon LLC. Phone: 1-800-365-3667, website: www. HORMANN-FLEXON.com, Or equal.B.	
31	Painting	A. Shop clean and prime all ferrous metal and galvanized surfaces, exposed and	

Item	Parameter	Criteria	Notes
		unexposed, except lubricated surfaces, with door manufacturer's standard rust inhibitive primer drying to a flat sheen.	
32	Aluminum Storefront Windows and Framing	Trifab VG 451T (Thermal) Storefront System by Kawneer Company, Incorporated, Or equal.	
33	Exposed Aluminum Polyvinylidene Fluoride Based Coating	Duranar Metallic XL Specialty Color 4-Coat System by PPG Industries Coatings and Resins Division, or equal.	
34	Skylights	Model DDCAP1 3636, by Wasco Products Incorporated, Or equal.	
35	Fall Protection Safety Screens	Provide 1-inch square mesh consisting of 12 gage galvanized steel wire. Fasten mesh to the extruded aluminum retainer assembly.	
36	Aluminum Finishes	A. General: Comply with NAAMM "Metal Finishes Manual" recommendations for application and designations of finishes. B. Finish designations prefixed by AA conform to the system for designations of aluminum finishes established by the Aluminum Association. C. Class I or Class II, Clear-Anodized Finish: AA-C22A41 (Chemical Finish: etched, medium matte; Anodic Coating: Class I Architectural, clear film thicker than 0.7 mil complying with AAMA 607.1. Class II Architectural 0.7 mil.	
37	Finish Hardware - Hinges	Provide all doors with mortise hinges, unless specifically scheduled otherwise. FBB 199 and FBB 191 by Stanley Commercial Hardware, Or approved equal.	
38	Finish Hardware- Mortise Locks Sets	Extra Heavy Duty Mortise Lockset L9000 Series with Lever Handles by Schlage Part of Worldwide Ingersoll-Rand Corporation, Or equal.	
39	Finish Hardware- Panic Exit Devices	Von Duprin Part of Worldwide, Or equal.	
40	Finish Hardware- Cylinders And Keying System	Cylinders and Keying by Schlage Part of Worldwide Ingersoll-Rand Corporation. No equals allowed.	
41	Finish Hardware- Fire Department Key Lock Box	Knox Company, Model 3200R Knox-Box, Or equal.	
42	Finish Hardware- Door Closers	4040 XP Heavy Duty Closer by LCN Part of Worldwide Ingersoll-Rand Corporation, Or approved equal.	
43	Finish Hardware- Floor Stops	FB13/14R, FB17 by Glynn-Johnson Part of Worldwide Ingersoll-Rand Corporation, Or approved equal.	
44	Finish Hardware- Stripping And Seals	No. 4301CRL by Pemko Manufacturing Company, Or equal.	
45	Finish Hardware- Thresholds	172A, 176A by Pemko Manufacturing Company, Or equal.	
46	Finish Hardware- Astragals	No. 357SS by Pemko Manufacturing Company, Or equal.	
47	Finish Hardware- Sealants	Provide butyl rubber sealant complying with FS TT-S-001657 for use with thresholds.	
48	Finish Hardware- Flush Bolts	GJ FB6 Extension Flush Bolts by Glynn-Johnson Part of Worldwide Ingersoll-Rand, Or equal.	

Item	Parameter	Criteria	Notes
49	Finish Hardware- Coordinators	COR 1, 2 and 3 Series with FB Series by Glynn-Johnson Part of Worldwide Ingersoll-Rand, Or equal.	
50	Glass And Glazing- Clear Wire Glass (Interior Door/Transom Lites	Polished Plate Wire Glass by PPG Industries, Incorporated, Or equal.	
51	Glass And Glazing- Insulating Glass	Caribia Tinted Tempered Commercial Insulating Glass Units by PPG Industries, Inc., Or equal.	
52	Glass And Glazing- Clear Tempered Insulating Glass	Clear Tempered Commercial Insulating Glass Units by PPG Industries, Inc., Or equal.	
53	Glass And Glazing- Clear Tempered Monolithic Glass (Interior Door/Transom Lites	Clear Tempered Monolithic Commercial Glass Units by PPG Industries, Inc., Or equal.	
54	Glass And Glazing- Tinted Tempered Monolithic Glass (Exterior Door/Transom Lites	Caribia Tinted Tempered Monolithic Commercial Glass Units by PPG Industries, Inc., Or equal.	
55	Glazing Sealants And Tapes- Structural Silicone Sealant	Dow Corning 995 Silicone Structural Adhesive by Dow Corning Corporation, Or equal.	
56	Glazing Sealants And Tapes- Exterior One-Part Silicone Rubber Sealant	Spectrum I by Tremco, Incorporated. Or equal.	
57	Glazing Sealants And Tapes- Preformed Butyl Rubber Glazing Sealant	Polyshim II Glazing Tape by Tremco, Incorporated. Or equal.	
58	Glazing Sealants And Tapes- Dense Compression Wedge Gaskets	Dense Silicone Wedge Gaskets SCR-900 by Tremco, Incorporated. Or equal.	
59	Miscellaneous Glazing Materials	A. Setting Blocks: Neoprene, 70-90 durometer hardness, with proven compatibility with sealants used as recommended by the glass manufacturer. B. Spacers: Neoprene, 40-50 durometer hardness, with proven compatibility with sealants used as recommended by the glass manufacturer. C. Compressible Filler Rod: Closed-cell or waterproof-jacketed rod stock of synthetic rubber or plastic foam, proven to be compatible with sealants used, flexible and resilient, with 5-10 pounds per square inch compression strength for 25 percent deflection.	
60	Translucent Fiberglass Sandwich Panels	Translucent fiberglass sandwich panels by Kalwall Corporation, www.kalwall.com. Or equal,	
61	Gypsum Wallboard	United States Gypsum Company, Dietrich Metal Framing, Or equal.	

Item	Parameter	Criteria	Notes
62	Gypsum Wallboard - Wall/Partition Support Materials	400 USTE 20 DW EQ UltraSTEEL framing with complementary accessories by Dietrich Metal Framing. Or equal.	
63	Gypsum Wallboard - Furring Members	Z-furring (ZF-Series) by Dietrich Metal Framing	
64	Acoustical Ceilings- Acoustical Panels	Sanserra 573 Tegular by Armstrong. Or equal.	
65	Ceiling Suspension Materials- Exposed Suspension System	Prelude XL 15/16" Exposed Tee Systems by Armstrong. Or equal.	
66	Acoustical Panels- Perforated Metal Acoustical Panels	Eckoustic Functional Panels by Eckel Industries, Incorporated. Or equal.	
67	Resilient Tile- Rubber Tile	Noraplan Stone al by Nora Flooring Incorporated.	
68	Painting	Tnemec Company, Incorporated, Devoe High Performance Coatings, Or equal.	
69	Louvers And Vents	A. Aluminum Sheet: ASTM B 209, 5005 with temper as required for forming, or as otherwise recommended by the metal producer to provide the required finish. B. Aluminum Extrusions: ASTM B 221, Alloy 6063-T52. C. Anchors and Inserts: Use Type 316 stainless steel expansion bolt devices or drill and epoxy Type 316 stainless steel anchors. D. Bituminous Paint: SSPC-Paint 12 (cold-applied asphalt mastic). E. Blank-Off Panels: Provide 16 gage aluminum sheet with A42 Dark Bronze anodized finish. Provide Type 316 stainless steel fasteners, 12 inches on centers.	
70	Fixed Louvers	No. A6155 by Construction Specialties, Incorporated. Or equal.	
71	Finishes- Exposed Aluminum Polyvinylidene Fluoride Based Coating	Kynar 500 TRI-X by DeSoto Incorporated. Duranar XL by PPG Industries, Incorporated. Or equal.	
72	Louver Screens	A. Provide removable screens for all louvers. B. Fabricate screen frames of the same metal and finish as the louver units to which secured. Provide frames consisting of extra heavy duty extruded 0.090-inch aluminum for permanently securing screen mesh. Frames shall be rewirable. C. Use insect screen of 18 by 14 mesh, 0.0123-inch diameter stainless steel intercrimp wire. D. Locate screens on inside face of louvers. Secure screens to louver frames with machine screws, spaced at each corner and at 12 inches on centers. E. Provide minimum No. 8 stainless steel metal screws unless larger screws are required by screen size. F. Provide cross bar screen reinforcement of same material and finish as louver which	

Item	Parameter	Criteria	Notes
		subdivides screens into maximum area of 50 square feet.	
73	Sill Extension	Gage and Finish: Same as louver.	
74	Self-Luminous Exit Signs	Everglo Signs by Self Powered Lighting Incorporated. Isolite Model 2040-01 Signs by Safety Light Corporation. Or equal.	
75	Fire Extinguisher Location Signs, Interior Room Identification Signs, And Chemical Area Safety Signs	A. Material: Subsurface silkscreened graphics on a transparent acrylic sheet, 0.08-inches thick with Helvetica Medium alphabet and matching arrows type face. Provide 2-inch high upper case letters and 1-inch high lower case letters. B. Fire Extinguisher Identification Sign: Provide 15-inch by 15-inch with square corners, unframed. Provide one for each surface mounted fire extinguisher. Background color red with white lettering. Sign shall incorporate a directional arrow	
76	Room Identification Signs	Provide 15-inch by 15-inch with square corners, unframed. Colored background with white lettering. Provide one sign for each of the followings rooms in the Centrifuge Building: Locate on wall adjacent to entry door into room. 1. Unisex Restroom. 2. Control Room. 3. Electrical Room (two signs). 4. Truck Loading Observation Room (at stairway #3).	
77	Chemical And Process Area Safety Signs	Safety signs shall be formed from rigid polystyrene or polyethylene plastic. Letters shall be 2-inch high upper case letters and 1-inch high lower case letters.	
78	Architectural Finishes	Architectural finishes of concrete prior to painting shall be uniform profile by blasting and or other methods. Consider the use of Wunderfixx (or equal), a concrete smoothing compound for exterior concrete walls.	
79	Paint Color of Architectural Features	Paint color of architectural features (facias, doors, exterior features systems, roof drains, awnings) shall conform to IEUA color standard2	



Item	Parameter	Criteria	Notes
		Contractor is responsible to color matching and/or field coating to match, other manufacturers' standards are not acceptable.	

6.5 HVAC

The following tables contain the Engineering Design Guidelines for HVAC criteria. The DBE is responsible to review and finalize these requirements for complete functioning facilities.

Table 53 HVAC general

Item	Parameter	Criteria	Notes
0	Scope	This document applies to all heating, ventilation, and air conditioning equipment and design.	
1	System Configuration Options	-Unitary equipment -Centralized heating and cooling system -Composite (combined) system	
		AC systems shall be consolidated where possible.	
		Redundancy is required in electrical rooms, server rooms, control rooms, and in other critical locations.	
2	Unitary Equipment Application	Use for small and remote buildings or system that require stand-alone or redundant cooling equipment.	
		Do not use where maintenance is difficult or access is limited.	
		Outdoor equipment, such as air-cooled condenser coils, corrode quickly if exposed to vapor/condensate of a sewage treatment process.	
		Not suitable for 100% outside air systems.	
3	Central System Application	Use for localized heating and cooling of groups of buildings.	
		Use hot water heating boilers and steam boilers.	
4	Composite System Application	Use if a central system can handle a group of buildings, but unitary system(s) are needed for remote or distant buildings.	
5	Weather Conditions	Summer conditions: select 0.5% design dry-bulb and coincident wet-bulb temperatures.	
		Winter conditions: select 0.6% design temperatures.	
		Use latest ASHRAE climatic data for the region.	
6	Equipment Access	Minimum 30-inches around all equipment.	
		When located on roof, proper accessibility and maintenance clearances are required. This includes stairs/ladders, platform, catwalk, handrails, etc.	
7	Equipment Location	Where possible, minimize long duct runs.	
		Unless necessary, do not mount equipment on roofs (adds expense of access ladders/catwalks and cranes are required to install/remove equipment).	

Item	Parameter	Criteria	Notes
8	Intake/Exhaust Locations	Locate intakes considering prevailing wind direction and potential sources of odorous, toxic, or corrosive gases, and environmental conditions.	
		Do not route exhausts where they can feed air intakes.	
		Do not route exhausts toward the entry points of confined spaces.	
9	Ventilation	Ventilation is required for all buildings, equipment rooms, galleries, and storage areas.	
10	Odorous, Hazardous, and Special Environments	FRP fans, housings, and assemblies are required in corrosive environments (i.e., hydrogen sulfide).	
		Minimize potential for fire and explosion.	
		Maintain concentrations of hazardous gases to levels below those considered dangerous to personnel.	
		Computer / Control Rooms: -Do not use more than 10% outside air for cooling.-Provide special equipment with dehumidification capabilities and three-stage air filtration system.-Maintain positive pressure.	
		Locate exhaust points as close as possible to potential sources of odors or hazardous gases.	
		In chemical gas areas, locate supply points near the ceiling and exhaust points near the floor.	
		Provide dust removal systems for areas that produce dust (e.g., air filter, electrostatic precipitators).	
		Provide oxygen sensors where pure oxygen is used for aeration.	
11	Insulation	Insulate ductwork for mechanically cooled spaces to prevent condensation. Use piping and equipment insulation where the following items are needed: -Heat loss/energy conservation. -Personnel protection. -Condensation control. -Jacketed insulation on exterior refrigerant lines.	
12	Vibration / Noise Control	Provide vibration control on all floor-mounted or large ceiling-hung air moving equipment.	
		Incorporate seismic bracing and restraints into large HVAC vibration isolation equipment and all suspended equipment.	
		Use duct silencers in conjunction with exhaust fans at areas containing equipment which generates substantial noise.	
		Control noise to meet local codes and regulations.	
		In administration areas, insulate the interior of fans, air-handling units, and critical ducts.	
13	Fans and Air Handling Units	Use centrifugal, wall-mounted fans to exhaust the air. The unit housing and coils shall be constructed on non-corrosive materials.	

Item	Parameter	Criteria	Notes
14	Materials	Components: -non-ferrous -bronze anodized aluminum -FRP -stainless steel -galvanized steel (only in locations not exposed to water, ground water, or sewer gas)	
		FRP shall have a flame spread of < 25 and smoke propagation < 400.	
		Consider fire-resistant FFRP ductwork in all hazardous and highly corrosive areas.	
15	Energy Efficiency	Design on steady-state heat transfer conditions with buildings and processes us use 24 hours per day. Do not count thermal storage in the building mass to reduce the design loads. Base calculation on ASHRAE Fundamentals.	
16	Boilers	Types: hot water heating and steam.	
		Fuels: natural gas, sludge digester gas, or both.	
		Do not use electric heating coils, unless at remote site without gas supply or small heating demands.	
		Follow applicable codes and SCAQMD regulations.	
		Include provisions for thermal expansion.	
		Provide heat for these central systems by natural gas fired high efficiency low temperature hot water boilers operating at over 90 percent low heating value (LHV) fuel to hot water efficiency.	
		Provide modulating control on 100 percent outside air systems.	
17	Ductwork	Insulation: -Double wall for outside. -Single wall for inside. Material: -Typical: galvanized steel -Buried: HDPE -Aeration areas: 316 SS -Foul air: FRP	
18	Refrigerant	Shall not be on EPA Phase-out List 2 years after announcement.	
19	Coils	Type: Copper Tubing with Aluminum Fins. Coating: Use coated coil, unless otherwise noted. Cleaning: Provide utility water tap with quick disconnect and hose.	
20	Manufacturers	See Section 3.2 (AC Units)	
21	Dampers	Use dampers on every header. Use motorized dampers for 1+1 unit arrangement. Use backdraft dampers if two units are feeding into same line	
22	Condensate Line Material	Copper.	

Item	Parameter	Criteria	Notes
23	Alarms/Controls	Provide SCADA alarms for critical HVAC items. Provide room temperature monitoring at SCADA for critical areas.	
24	Slope and Drain	Provide slope with drain capture. 1% slope with flow and 2 % slope against flow.	
25	Floor Drain for Equipment	Use Josam E2 Series or equal for significant drain flows.	
27	EMS Controls	JCI, Carrier IVU or Tridium.	
28	Minimum SEER	2 more than California minimum.	
29	Thermostat	Debonair if available.	
30	Access to AC Control Panel	Use hinged door rather than screws.	
31	Controls	Critical HVAC systems (e.g., in electrical rooms, SCADA rooms, server rooms, etc.) require remote monitoring and/or alarming	

Table 54 Air conditioning units

Item	Parameter	Criteria	Notes
0	Scope	This document applies to air conditioning units.	
1	Warranty	All AC Units require 1-year manufacturer's warranty.	
2	Acceptable Manufacturers	-Carrier. -Trane. -Liebert. -Mitsubishi (split systems)	
3	Cabinet and Frame	Materials: -Base frame: phosphatized, zinc coated 18 gage steel. -Doors and Access panels: 18 gage steel. -Cabinet Insulation: Fireproof material or foil faced glass fiber. -Exterior finish: Textured vinyl enamel to match computer equipment. -Roof mounted: 12 gage zinc coated steel with weatherproof seal. Thermally and acoustically line cabinet interior equal to one inch thick of 1.5 lb./cf. density duct liner material, meeting requirements of NFPA 90A. Panels shall be gasketed, with quick release hinged with latches and handles.	
4	Condensate Pan	Provide an insulated condensate pan under the evaporator coil. Provide copper condensate drainpipe complete with union, trap and open tee at discharge of trap, connect drain to condensate sump pump as specified hereinafter.	
5	Compressors	Type: -Hermetic. -Semi-hermetic. Provide crankcase heaters, discharge muffler, and related components for proper operation. Use dual compressors for units larger than 5 tons. Compressor shall be serviceable without dismantling other components.	Check availability.

Item	Parameter	Criteria	Notes
6	Condensers	Provide air cooled units with matched air cooled condenser consisting of corrosion resistant cabinet, incorporating copper tube aluminum fin condenser coils arranged for minimum of two circuits and multiple direct drive condenser fans with inherently protected motors. Operating controls shall permit fan cycling for head pressure control.	
7	Filters	Provide removable, disposable pleated cartridge type filters with efficiency of 60 percent by NBS atmospheric dust spot method. Mount filters in top of cabinet in a track or holding device designed to preclude air bypass.	
8	Evaporator Coils	Type: Horizontally split face coils.	
		Material: Seamless copper tubes expanded into aluminum fins.	
9	Evaporator Fans and Motors	Fans shall be arranged to draw air through the cooling coils. Type: multi-blade up flow propeller. Fans shall be provided with vibration isolation from the unit casing. Each fan shall be independently driven by heavy duty drip proof permanently or grease lubricated ball bearing motor with built-in current and overload protection. Motors shall be installed on an adjustable base.	
10	Controls	All temperature sensors shall be mounted within the unit in the return air stream.	
		Temperature control shall be set to maintain 75 degrees F DB.	
		High pressure fan control or economizer to be installed for low ambient temperature conditions.	
		The control and readout panel shall indicate the following: cooling operating stages, loss of air flow, dirty filters, high and low.	
11	Condenser and Evaporator Coils	3/8-inch OD seamless copper tube mechanically bonded to aluminum fins.	
12	Air Filters	Indoor: Continuous filament, pleated, 2-inch thick, viscosine coated removable media with filter cell.	
		Outside: Camfil Farr, with rainguard and PVC coated bird screen.	
		Flow rate: 200 cubic feet per minute with less than 0.25 water column drop.	
		Locate in dry areas.	
13	MCC Rooms	AC Package unit pad mounted with supply and return ductwork.	
14	Cabinet AC	Ice Qube or Mclean stainless steel for outdoor use.	

Table 55 Heat pumps

Item	Parameter	Criteria	Notes
0	Scope	This document applies to heat pump units.	
1	Approved Manufacturers	Carrier.	
2	Ambient Conditions	Capable of operating at rated capacities at 120 degrees F.	
3	Materials	-Casing: 18 gage zinc coated steel. -Exterior surface: phosphatized, painted with epoxy primer, and finished with baked enamel. -Motor / Fan mounts: heavy zinc coating. -Coil frame: Minimum 12 gage zone coated steel.	
4	Condenser Fan and Drive	Type: axial flow propeller fan.	
		Material: Zinc plated or aluminum.	
5	Refrigerant Compressor	Type: hermetic reciprocating or scroll compressor.	
6	Condensing Coil	Seamless copper tubing and heavy-duty aluminum fins.	
7	Application	Office Space only.	

Table 56 Exhaust fans

Item	Parameter	Criteria	Notes
0	Scope	This document applies to exhaust fans.	
1	Materials	-Fans: Fiberglass reinforced plastic, fire retardant. -Housing: Fiberglass reinforced vinyl-ester. -Metal components: coated with corrosion proof UV inhibited gel. -Fan shaft seal: Teflon seal between shaft and housing.	
2	Manufacturers	-Hartzell Fan, Inc. -Swarthout, Inc. -Greenheck.	
3	Type	Extruded flanged mounted louver with an integral draft damper.	
4	Housing	Provide corrosion resistant solid fiberglass reinforced plastic design with construction classification suitable for pressure range.	
5	Shaft bearings	Heavy-duty, grease lubricated, sealed, self-aligning, frictionless ball bearings, L-10 minimum life ratings of 50,000 hours.	
6	Hood and Bird Screen	FRP hood complete with guard securely anchored to hood inlets.	

Table 57 Ductwork and accessories

Item	Parameter	Criteria	Notes
0	Scope	This document applies to HVAC ductwork and accessories.	
1	Materials	Select corrosive resistant material compatible with environment.	
2	Hanging Ductwork	Do not use straps for hanging ductwork, instead use angled rods constructed from the same material as the duct.	
		Hanger rods: Duct half perimeter up to 72 inch: 3/8 inch at 8 feet spacing. Duct half perimeter greater than 72 inch: 1/2 inch at 6 feet spacing.	

Item	Parameter	Criteria	Notes
3	Sleeves	20 gage galvanized steel sleeve, caulked airtight with fire resistant sealant required when duct passes through masonry wall, partitions, or floors.	
4	Weatherproof Duct	16 gage galvanized steel.	
5	Air Volume Extractors	Manufacturers: -Hart and Cooley. -Titus. Material: Aluminum. Blades: Gang-operated curved adjustable blades controlled through a manual adjusting lever.	
6	Splitter Dampers	Manufacturers: -Hart and Cooley. -Titus.	
		Material: Aluminum.	
		Adjustment: Manual adjusting lever with locking device.	
7	Volume Dampers	Manufacturers: -Honeywell. -Arrow United Industries, Inc. Material: Match Duct. Blades: opposed blades, key operated with vinyl edge seals. Provide outside handle, quadrant, approved position indicator, locking device and linkage for manual operation or motorized operation. Performance:-Damper Leakage: Not more than 16 cfm per square foot at 4-inch W.G.-Certification: Manufacturer shall provide certified test data.	
8	Belt Guards	Expanded hinged steel or hinged sheet steel for weather protection where required.	
		Fabricate guards to receive 2-inch larger pulleys without alteration to the guard.	
9	Flexible Connections: (For air handling units)	Material: -3/16-inch thick, 6-inch wide fabric reinforced neoprene. -0.080 gauge, 3-inch wide aluminum strip.	
10	Turning Vanes	Same material as ducts. Vanes shall be 2-inch blades for ducts up to 18 inches in either dimension and shall be 4-1/2 inch blades for larger ducts.	
		Vanes: Double thickness for supply and exhaust/return ductwork. Finished with an air-dried phenolic corrosion resistant coating prior to installation.	
11	Screens	1/2-inch mesh, stainless steel metal screen with stainless steel frame.	
12	Registers, Grilles, and Diffusers	Manufacturers: -Carnes -Hart and Cooley -Titus	
13	Supply Registers	Type: Individually adjustable Frame and Blades: Aluminum in aluminum and galvanized steel ducts. SS in SS or FRP ducts.	

Item	Parameter	Criteria	Notes
14	Smoke Dampers	Comply with fire and mechanical Codes.	
15	Supply Diffusers	Type: Square, step-down outlet with round neck. Frame and Core: Aluminum in aluminum and galvanized steel ducts. Provide combination volume control and equalizing deflector construction of same material as frame above.	

Table 58 Ventilation schedule

Area	Ventilation Requirements	Room Condition Heat-Cool, °F	Duct Materials
Administration/ Operation Building			
-Offices	15 to 20 cfm/person [4]	70/78	Aluminum, G.S.
-Meeting & Conference Rooms	15 to 20 cfm/person [4]	70/78	Aluminum, G.S.
-Toilet/Locker Rooms	100% exhaust	70/78	Aluminum
-Control/Computer Rooms	10% Outside air	72/72	Aluminum, G.S.
-Stairwells (enclosed)	100% Outside air [5]	50/85	Aluminum, G.S.
-Laboratories	100% exhaust [5]	70/75	FRP/SS
Maintenance Building			
-General		40/90	Aluminum, G.S.
-Shops and Offices		68/75	G.S.
Control Rooms/Centers			
-Attended	6 Air changes/hr. 10% Outside air.	68/75	Aluminum, G.S.
-Unattended or combined-with MCC	6 Air changes/hr. 10% Outside air.	55/85 (max.)	Aluminum, G.S.
Motor Control Center Rooms/ Buildings	6 Air changes/hr. 10% Outside air.	55/90	Aluminum, G.S.
HVAC Equipment Rooms	6 Air changes/hr.	No requirement	G.S.
Storage Rooms		No requirement	G.S.
Thickening Control Building	12 continuous air changes/ hour 100% outside air.	55/85	FRP
Digester Area			
-Gas Compressor Room (explosive, toxic)	12 continuous air changes/ hour 100% outside air, 30 changes/hour intermittent [1]	55/85	Anodized Aluminum, Type 316 SS, or RFP
Dewatering Building	12 continuous air changes/ hour 100% outside air	55/90	FRP

Area	Ventilation Requirements	Room Condition Heat-Cool, °F	Duct Materials
Dewatered Biosolids Storage Building	12 continuous air changes/ hour 100% outside air	No requirement	Anodized Aluminum, Type 316 SS, or FRP
Chemical Areas			
-Chlorine (toxic, corrosive)	10-20 air changes/hour 100% outside air (3) (1)	60/90	FRP(3)
-Chemical Storage Rooms	10-20 air changes/hour 100% outside air (1)	60/90	
Peroxide Storage & Handling Areas	10-20 air changes/hour 100% outside air (1)	60/90	FRP
Chemical Handling	6 air changes/ hour 100% outside air (1)	55/85	FRP
Tunnels/Underground Gallery	Table 8.3, see NAPA 820	No requirement	G.S.
-w/o gas piping	6 air changes/ hour 100% outside air (1)		Aluminum, G.S., FRP
-w/gas piping (potentially explosive)	12 continuous air changes/ hour 100% outside air		Aluminum, G.S., FRP
Stairwells to Tunnels or Basement/Underground Structures			
Preliminary Treatment/ Headwork's Building	20-30 air changes/hour 100% outside air. Chemical scrubber	40-90	Aluminum, G.S., FRP
-Wet wells (explosive, toxic, corrosive, high humidity)	30 continuous ventilation air changes/hour 100% outside air	No requirement	Aluminum, G.S., FRP
-Screening (explosive, toxic, corrosive, high humidity)	20(8)-30(1) continuous ventilation air changes/hour 100% outside air	50/90	Aluminum, G.S., FRP
-Grit removal (high humidity, corrosive) room (above tank covers)	20(8)-30(1) continuous ventilation air changes/hour 100% outside air	50/90	Type 316 SS, or FRP
Process Equipment Rooms	6(8)-12(1) Ventilation air changes/hour 100% outside air	50/85	FRP
Cogeneration Building	12 continuous air changes/ hour 100% outside air	40/90	Aluminum, G.S.
-General (explosive)	Ventilation air changes 100% outside air	50/95	FRP for process areas
-Offices (physically separated)	15 to 20 cfm/person (4)	70/78	Aluminum, G.S.
-General (explosive and flammable) (20-foot minimum envelope around equipment)	12 continuous air changes/ hour 100% outside air	N/A	FRP for process areas
Process Area Offices	15 to 20 cfm/person (4)	70/78	Aluminum, G.S.

(1) Higher ventilation rate when people are present
(2) Review NFPA 820 for specific process.
(3) Special ventilation requirements for chemical spills (refer to applicable NFPA standards).
(4) Review Title 24 and ASHRAE Standard 62-1989 for requirements
(5) Follow Title 24, BOCA, ASHRAE, and local codes for requirements.
(6) Refer to Title 24 for ventilation rate if refrigeration machines are housed indoors
(7) More restrictive than WEF MOP No. 8, Table 7-6

(8) Intermittent when people are not present

6.6 Electrical

6.6.1 Existing Electrical Installation

The existing electrical installation comprises an onsite utility transformer, a main Service Switchboard rated at 3000amp, and a main circuit breaker rated at 3000AF/2400AT.

The switchboard was installed in the year 2000 with three spaces for future feeders, as shown in Figure 5.

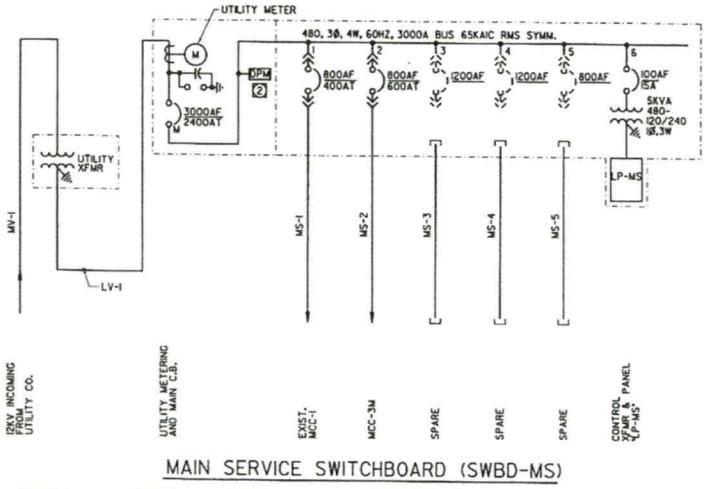


Figure 5 Existing switchboard

6.6.2 Electrical Scope of Work

The electrical scope of work for this Project is to provide electrical design for providing power to all the electrical equipment related to the expansion of Banning's Wastewater Treatment Plant, as shown on the Conceptual PFD (Attachment A).

- Installing new feeders at the existing service switchboard
- Installing new MCCs
- Installing new duct banks
- Providing site lighting and building lighting
- Providing power for new HVAC and ancillary loads

6.6.3 Preliminary of Electrical Installation Plan

The existing location of electrical equipment, the preliminary location of new electrical equipment, and the power plant are shown in Figure 6. All conceptual drawings are subject to change by the DBE.

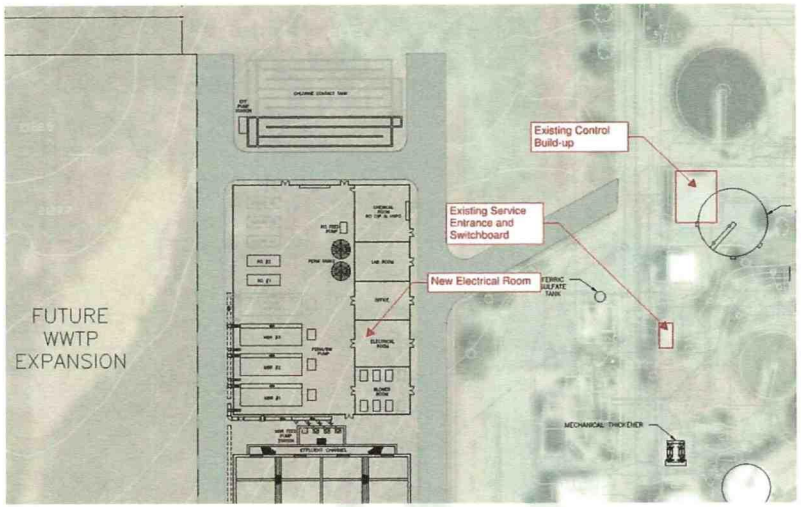


Figure 6 Layout of new electrical equipment

6.6.4 Estimated Load Calculation

Existing Load:

The existing connected load at the site is about 970 Amp, as shown in Figure 7.

	SOURCE	LOAD	VOLTAGE	KW	HP	A	DESCRIPTION
1	SWBD-MS	MS-1	480			503	
2	SWBD-MS	MS-2	480			467	
					TOTAL	970	

Figure 7 Existing connected load

However, if the demand load is less than this number, the meter reading or facility electrical bill should be checked.

New Load:

The estimated new loads list and calculated power demand are shown in Figure 8. This load is subject to change pending on the DBE's design.

Power Usage	Version	Date			Project Number			
	Number of Equipment				Installation			
Description	Duty	Standby	Voltage	VFD/ Softstarter	Duty Unit Power (HP)	Standby Unit Power (HP)	Total Duty Power Usage (HP)	Total Power Usage (HP)
Primary Clarifier Equipment								
Primary Clarifier Mechanism	1		480		1.5		1.5	1.5
Sludge Grinder	1		480		3.0		3.0	3.0
Primary Sludge Pumps	1		480		3.0		3.0	3.0
Primary Scum pumps	1		480		3.0		3.0	3.0
Equalization Basin								
Pump	2	1	480	VFD	100.0	100.0	200.0	300.0
Aeration Basin								
Fine Screen	2	1	480		2.5	2.5	5.0	7.5
Washer Compactor	2	1	480		2.5	5.0	5.0	10.0
MLR Pump	4		480	VFD	1.0		4.0	4.0
Mixed Liquor Pump	3	1	480	VFD	75.0	75.0	225.0	300.0
Anoxic Tank Large Bubble Mixing System	1	1	480	VFD	5.0	5.0	5.0	10.0
Aeration Blowers	3	1	480	VFD	100.0	100.0	300.0	400.0
Overall Gates	10		480	VFD	2.0		20.0	20.0
Membrane Tanks								
Scour Blowers	3	1	480	VFD	40.0	40.0	120.0	160.0
Motorized Valves - Aeration Blowers Pipes	20		480		1.5		30.0	30.0
Permeate/Backpulse Pump	4		480	VFD	25.0		100.0	100.0
WAS Pump	1	1	480	VFD	3.0	3.0	3.0	6.0
Chemical Pumps	4		480		3.0		12.0	12.0
Bridge Crane membrane	1		480		20.0		20.0	20.0
Effluent System								
RO Feed Pump, 1st stage	1	1	480	VFD	125.0	125.0	125.0	250.0
RO Feed Pump, 2nd stage	1	1	480	VFD	40.0	40.0	40.0	80.0
Evaporator	5		480		27.0		135.0	135.0
CCT Effluent Pump	2	1	480		10.0	10.0	20.0	30.0
Sludge Facility						0.0		
RDTs	1	1	480	VFD	3.0	3.0	3.0	6.0
Sludge Mixing Pump	1	1	480	VFD	15.0	15.0	15.0	30.0
Totals							1,397.50	1,921.00

Figure 8 Estimated new Load list and calculated power

The additional demand load is about 1397 HP, which is about 1650 Amp. The new loading of the Main Switchboard is shown in Figure 9.

	SOURCE	LOAD	VOLTAGE	KW	HP	A	DESCRIPTION
1	SWBD-MS	MS-1	480			503	Existing
2	SWBD-MS	MS-2	480			467	Existing
3	SWBD-MS	MS-3	480			1640	New
4							
					TOTAL	2610	

Figure 9 New loading of the main switchboard

This is over the capacity of the existing main circuit breaker setting (2400A). However, the circuit breaker setting could be adjusted, and as mentioned above, it is expected that the running current of the existing load (Demand load) would be much less than what is shown in Figure 7, the existing connected load.

6.6.5 General Electrical Requirements

The following tables contain the Engineering Design Guidelines for Electrical criteria. The DBE is responsible to review and finalize these requirements for complete functioning facilities.

6.6.5.1 Electrical Supply and Distribution

Table 59 Power Supply to Site

Item	Parameter	Criteria	Notes
1	Load Estimate	Determine anticipated loads.	

Item	Parameter	Criteria	Notes
2	Supply Voltage	480 Volt, 3 phase, 4 wire	
3	Scope	Evaluate the total running load of the WWTP. Verify if the existing transformer and switchboard have enough capacity to run the new and existing loads. If required, provide additional transformer and switchboard capacity to run the new and existing loads. Coordinate with SCE for replacing existing Transformer if required.	Provide 20% spare transformer nameplate rated capacity, if additional transformer is needed.

Table 60 Arc Flash

Item	Parameter	Criteria	Notes
1	Arc Flash Study	Evaluate if Arc Flash Study is required by code. If required by code, coordinate Short Circuit, Arc Flash, and Harmonic Studies to be performed using ETAP Software.	
2	Arc Flash Labels	If Arc Flash Study is required by code, provide Arc Flash Labels for all affected equipment based on Arc Flash Study results.	

6.6.5.2 Technical Requirements

Table 61 Lightning Protection & Grounding

Item	Parameter	Criteria	Notes
1	Lightning Protection	DBE shall perform risk assessment in accordance with NFPA 780 to determine requirements.	
2	Grounding	Ground grid shall consist of embedded concrete rebar in the new building and pump station slabs, connected to grounding rods.	

Table 62 Switchgear

Item	Parameter	Criteria	Notes
1	Material/Enclosure	Heavy gauge steel with NEMA 1 or NEMA 3R ratings as required.	
2	Preferred Manufacturers	Allen Bradley.	No equal.
3	Communications	Main circuit breakers will include relays which can communicate via Ethernet to SCADA.	
4	Remote Operation	Remote racking and un-racking of main incoming breakers to avoid arc flash incidents.	
5	Circuit Breakers	Separately mounted construction; insulated case circuit breakers. Units shall include solid state trip units with ground fault protection for all breakers larger than 400 Amperes.	
6	Bus Bars	Tin- or silver-plated copper bus bars.	
7	Access	Front and rear access to each cubicle as required.	
8	Power Monitoring	Power monitoring of voltage (over/under), phase imbalance, ground, kilowatts, and kilowatt/hours. Power monitor connected via communications network. Instantaneous Power shall be available for trending in SCADA. Total kilowatt/hours shall be available in SCADA.	
9	Bus Bracing	Bus bracing will be a minimum of 65kAIC or as	

Item	Parameter	Criteria	Notes
		determined by power study.	

Table 63 Motor Control Centers (MCCs)

Item	Parameter	Criteria	Notes
1	Materials/Enclosure	Heavy gauge steel with NEMA 1 or NEMA 3R ratings as required.	
2	Preferred Manufacturers	Preference shall be for equipment that is consistent with the PLC vendor such that communications between the intelligent motor starters and the PLC can be seamlessly integrated.	Refer to SCADA Design Deliverables
3	Ratings	NEMA (not IEC) rated relays and starters.	
4	Intelligent MCC	Provide intelligent MCC consisting of intelligent motor starters and networked components for simplified installation and improved diagnostics. Intelligent motor starters include integrated current or power monitoring, overload relays and programmable protection functions and diagnostics (trip history, trip status, time since last trip, etc.), which are all accessible via an integrated communications interface.	
5	Wiring	Communications and power wiring shall be separated from one another. Provide non-metallic duct where communication cables are exposed to other wiring systems (i.e., Innerduct, Smurf tube, Schedule 40 PVC)	Include conduit for future plant expansion (i.e., future Trident Units and Influent/ Effluent Pumps)
6	Communication	Starters shall include the ability to communicate with the SCADA system via Ethernet, or field bus nominated for instrument networking.	Consider Fiber Optic Cable where appropriate.
7	Reduced Voltage Starters	Reduced voltage starters shall be solid-state type.	
8	Power Monitoring	Power monitoring of each MCC voltage (over/under), phase imbalance, ground, kilowatts, and kilowatt/hours. Power monitor connected via communications network. Instantaneous Power shall be available for trending in SCADA. Total kilowatt/hours shall be available in SCADA.	
9	Bus Bars	Tin- or silver-plated copper bus bars.	
10	Bus Bracing	Bus bracing will be a minimum of 65KAIC or as determined by the power study.	

Table 64 Variable Frequency Drives (VFDs)

Item	Parameter	Criteria	Notes
1	Location	Install in MCC lineup (not standalone)	Except GAC pumps.
2	Preferred Manufacturers	Toshiba P9	Preference shall be for equipment that is consistent with the PLC vendor such that communications between the equipment can be seamlessly integrated.
3	Type	Pulse-Width-Modulated (PWM).	

Item	Parameter	Criteria	Notes
		6-pulse VFDs for low voltage (600V) motors less than 100 HP.	
		18-pulse VFDs for low voltage (600V) motors 100 HP or higher.	
4	Bus Bracing	Minimum of 65kA for low voltage (LV) VFDs.	
5	Control Power	120V internal or external control power transformers.	
6	Communications	Integral communication to central SCADA system via Ethernet/IP.	
7	Protection Functions	Temperature and vibration module for motor protection.	
8	Cable	Cable between VFD and the motor shall be VFD cable which is specifically designed to reduce noise and cross-talk in VFD applications.	
9	Filters	Input filter requirements shall be specified as necessary to reduce harmonics on the system to the limits nominated in IEEE 519.	
		Output filter requirements shall be specified as necessary to address noise, crosstalk, motor dV/dt and insulation requirements (NEMA MG 1-31-40.4.2), etc.	
		Additional output filters may need to be considered for long motor cable lengths.	

Table 65 Motors

Item	Parameter	Criteria	Notes
1	Cooling	Totally enclosed fan cooled (TEFC).	
2	Preferred Manufacturers	US Motors	
3	Service Factor	1.15	
4	Efficiency	Super or premium efficiency ratings.	
5	Thermal Protection (Motors > 500 HP)	PT100 RTDs, two per phase, separately brought out.	
6	Thermal Protection (Conventional Motors ≤ 500 HP, > 15 HP)	Embedded PTC 1000 Thermistors	
7	Thermal Protection (Submersible > 30 HP or any VFD motors)	Embedded PTC 1000 Thermistors	
8	Vibration monitoring	Vibration monitoring required on air blower motors or other motors determined to be critical/high-cost assets.	
9	Inverter Duty	VFD driven motors shall be designed to operate within the speed range required without overheating and shall have insulation suitable for inverter duty.	
10	Jam Protection	For motors driving loads prone to jamming provide electronic shear pin protection.	
11	Starting	Soft starter or VFD rated duty for all motors 60HP and larger.	

Table 66 Transformers

Item	Parameter	Criteria	Notes
1	Non-Linear Loads	"K" rated units for anticipated low voltage non-linear loads (e.g., solid state ballasts, Uninterruptible Power Supplies [UPS], etc.).	

Table 67 Uninterruptible Power Supply (UPS)

Item	Parameter	Criteria	Notes
1	General	Provide UPS at all PLC locations and network switch locations	
2	Communication	Ethernet I/P. It shall be able to communicate to SCADA the condition and the condition of the system power input.	
3	Maintenance Bypass	UPSs shall be provided with maintenance bypass switches for service during operation.	
4	Power Conditioning	The UPS shall also provide power conditioning for sensitive control equipment and instruments.	
5	Backup Time	2 hours (min)	

Table 68 Interior Lighting

Item	Parameter	Criteria	Notes
1	Type	LED	
2	Compliance/ Controls	Comply with California Title 24 energy conservation regulations, including occupancy sensing and daylight controls. Applicable ADA requirements for emergency exit lighting Additional security requirements outlined below.	
3	Corrosive Areas	Sealed fixtures in process areas where corrosion may be a problem	
4	Emergency Lighting	Incorporate emergency battery backup lighting fixtures for life safety and ingress/egress during power outages.	
5	Lighting	Provide adequate lighting for routine O&M activities.	

Table 69 Exterior Lighting

Item	Parameter	Criteria	Notes
1	Type	LED	
2	Controls/ Compliance	Comply with California Title 24 energy conservation regulations. Comply with International Dark Sky Association requirements. Generally, control shall be via photocell and time clock with manual override. Applicable ADA requirements for access and egress lighting Additional security requirements outlined below.	
3	Requirement	Switch-on lights shall be provided under each canopy to work on the major process equipment.	
		Exterior fixtures to provide a lighting level suitable for process area maintenance, safety and security.	

Table 70 Conduit

Item	Parameter	Criteria	Notes
1	General Use	Galvanized rigid steel (GRS)	
2	Duct Bank	Non-metallic PVC. Concrete encased with reinforcing steel. Incorporate 20 percent spare conduits dedicated for use with this phase of installation. Allow conduit for future expansion	
3	Future Expansion	Provide all required underground conduit for future expansion (e.g., Trident Units, Influent/Effluent Pumps)	

Table 71 Conductors

Item	Parameter	Criteria	Notes
1	Material	Copper. Aluminium conductors not acceptable.	
2	Conductor Type (Power)	Low voltage (600 Volt), type THHN or XHHW	
3	Signal Wiring	Twisted Shielded Pairs. 300 V will be acceptable except where 600 V is required per NEC.	
4	Network Cabling	Cat 5E	

Table 72 Harmonic Filter

Item	Parameter	Criteria	Notes
1	Requirement	Mitigate electrical harmonics generated from solid state/non-linear devices such as UPS, computer power supplies, solid state lighting ballasts, and VFDs.	
2	Harmonic Limits	Institute of Electrical and Electronics Engineers (IEEE) Standard 519 for general systems.	

Table 73 Receptacles and Ancillary Equipment

Item	Parameter	Criteria	Notes
1	Location	Dual 120V receptacles shall be installed with suitable spacing to provide access to power within 100 ft of any location of any new above ground facility, and at any major equipment locations or control panels.	
		3 phase, 480 V welding outlets shall be installed at major equipment locations.	
		Location and type of receptacles within the Office/SCADA/Lab shall be per the California Building Code, Title 24, and NEC requirements.	
2	Type	Receptacles in main plant area (exposed to wash-down etc.) or outdoors shall be UL listed weatherproof, industrial type.	
3	Disconnect for Chemical Dosing, Metering and Sump Pumps	A control and power quick-disconnect plug and receptacle shall be provided for chemical dosing and metering pumps and sump pumps.	Allows for ease of replacement and relocation without the need for an electrician.
		The receptacle and plug must have an IP68 rating with the attachment plug cap inserted or removed.	

Table 74 Backup Generator

Item	Parameter	Criteria	Notes
1	Manufacturers	Caterpillar Generator shall be on the SCAQMD list of approved generators	No equal
2	Protection	Engine shutdown on high water temperature, low oil pressure, overspeed, and engine overcrank. Limits as selected by manufacturer.	
3	Controls	Local control panel with MANUAL-OFF-REMOTE selector switch on engine- generator control panel.	
4	Accessories	Fuel pressure gage, water temperature gage, lube oil pressure gage on engine/generator control panel.	
5	Enclosure	NEMA MG1, Open, Drip Proof.	
6	Fuel Storage	Mount on skid base with integral fuel storage. Double wall fuel tank. 48 hours storage for full load operation.	
7	Alternator	Line to Neutral Voltage THD ≤ 5 % Line to Natural Individual Harmonic THvD: ≤ 3% 3rd Harmonics: practically zero Subtransient Reactance: ≤ 12%	
8	Voltage Regulator	Volts/Hertz exciter-regulator: to match engine and generator characteristics. Voltage regulation: plus or minus 1% from no load to full load. Manual controls: ability to adjust voltage droop, voltage level (plus or minus 5%) and voltage gain via control panel.	
9	Governor	Electronic governor to maintain engine speed within 0.5%, steady state, and 5%, no load to full load, with recovery to steady state within 2 seconds following sudden load changes. Equip governor with means for manual operation and adjustment.	
10	Load Bank	Required for standby generator sets where the full load is not available for regular maintenance testing or start-up services.	If load banks are to be hired for testing instead of permanently installed, design shall include suitable facility for connecting temporary load bank
11	Communications	Ethernet Acceptable Protocols: Industrial IP, Modbus TCP	
12	Signals	Hard-wired signals (form c, dry contacts): Fault, Running, Available (Remote & not faulted), Battery Low.	All signals shall go back to SCADA – fail/run/error, etc. Signal for the fuel indicator at the generator

Item	Parameter	Criteria	Notes
13	Local Alarm and Status Monitoring	Low oil pressure (alarm & shutdown) Oil pressure sender failure (alarm) Low coolant temperature (alarm) High coolant temperature (alarm & shutdown). Engine temperature sender failure (alarm). Low coolant level (alarm or shutdown selectable) Fail to crank (shutdown). Fail to start/overcrank (shutdown) Overspeed (shutdown) Low/high DC voltage (alarms) Weak battery (alarm). Low fuel day tank (alarm) Low/high AC voltage (shutdowns) Under frequency (shutdown). Over current (alarm & shutdown) Short circuit (shutdown). Ground fault (alarm) Overload (alarm). Emergency stop (shutdown) Engine oil pressure (psi or kPA) Engine coolant temperature (degrees F or C) Engine oil temperature (degrees F or C) Engine speed (rpm) Number of hours of operation (hours) Number of start attempts Battery voltage (DC volts)	

Table 75 Automatic Transfer Switch (ATS)

Item	Parameter	Criteria	Notes
1	Manufacturers	Eaton	No equal.
2	Description	NEMA ICS 10. Suitable for use in standby systems in NFPA 70. Conform to NFPA 110. Manual operation conforms to UL 1008 Safe operation under full load conditions.	Provide two options: • Close-Transition • Open-Transition For client selection
3	Configuration	Electrically operated. Mechanically held in both operating positions.	
4	Rating	Continuous duty. Three (3) poles with solid neutral.	
5	Interrupting Capacity	100% continuous rating.	
6	Withstand Current Rating	14,000 RMS symmetrical amperes when used with molded case circuit breaker. Non-welding contact when used upstream feeder overcurrent device available fault current specified.	
7	Service Conditions	NEMA ICS10 Temperature: -40 to +50 degrees C Relative Humidity: up to 95%	
8	Enclosure	Open switch in electrical equipment cabinet. Visible main transfer switch. Indicating lights: Normal Source, alternate Source, connected to normal and connected to emergency are accepted.	
9	Enclosure Auxiliary Contacts	Rated no ≤ 10 amps at 120 volts, 60 Hz Loss of Utility Power. Preferred Source Active.	

Item	Parameter	Criteria	Notes
		Alternate Source Active.	
10	Preferred Source Monitor	Monitor normal source voltage and frequency. Initiate transfer when voltage drops below 85% or frequency varies more than 3% from rated nominal value.	
11	Alternate Source Monitor	Monitor alternate source voltage and frequency. Inhibit transfer when voltage is below 85% or frequency varies more than 3% from rated nominal value.	
12	In-Phase Monitor	Inhibit transfer until source. Load is within 10 electrical degrees.	
13	Sequence of Operation	Initiate Time Delay to Start Alternate Source Engine Generator: Upon initiation by normal source monitor. Time Delay to Start Alternate Source Engine Generator: 0 to 30 seconds, adjustable and factory set at 30 seconds. Initiate Transfer Load to Alternate Source: Upon initiation by normal source monitor and permission by alternate source monitor. Time Delay before Transfer to Alternate Power Source: 0 to 300 seconds, adjustable, and factory set at 3 seconds. Initiate Retransfer Load to Normal Source: Upon permission by normal source monitor. Time Delay before Transfer to Normal Power: 0 to 30 minutes, adjustable; and factory set at 5 minutes. Time delay shall be automatically defeated in the event of alternate source failure, provide normal source is available. Time Delay before Engine Shutdown: 0 to 30 minutes, adjustable, of unloaded operation factory set at 10 minutes.	
14	Engine Exerciser	Generator exerciser timer User programmable run times selectable between load transfer and engine run only fail-safe feature that will retransfer the switch to preferred source during exercise period. Bypass exerciser control when normal source fails during exercising.	
15	Alternate System Exerciser	Transfer load to alternate source during engine exercising period.	
16	Startup and Testing	ATS and Generator testing shall be performed to demonstrate functionality and operation of new and existing equipment in an emergency. Local and Remote testing shall be performed at full load.	If Startup and Testing is performed prior to installation of all equipment, then Startup and Testing shall be repeated after all equipment have been installed. Performance of backup generator shall be demonstrated continuously for 48 hours.

6.7 Instrumentation and Controls

6.7.1 Process Control Narrative

Process controls will be set up according to industry standards and be connected to the new SCADA system. Controls should allow automatic operation to the industry standard and the extent possible. The following section summarizes a conceptual process control narrative for DBE consideration.

Aeration control will allow dissolved oxygen (DO) concentration control in each aerated zone and swing zone. DO setpoints will be operator adjustable and operators will be able to schedule DO concentrations in 30-minute intervals for a diurnal or weekly schedule. The control system will be able to maintain DO setpoints at concentrations as low as 0.2 mg/L and as high as 2.5 mg/L. The DO control system would use cascade control with airflow control for the primary loop and DO control for the secondary loop. Blower control will be based on pressure control, including the option of operating in most-open-valve mode. Minimum airflows to each zone will be operator adjustable and initially set to an airflow equivalent to 0.1 scfm/sf or the minimum airflow required to meet the minimum diffuser airflow as recommended by the diffuser supplier, whichever is higher. Blower controls will include protections against blower damage due to low airflow and overpressure.

If needed, blower controls can also be based on flow or ammonia control in addition to DO and pressure control.

MLR pumps will include VFDs which will be set up to operate at an operator adjustable ratio to the primary effluent equalization pumps divided by the number of Aeration Basins in service, i.e. the feed flow to the aeration basins, per basin. The ratio will be adjustable between 2.0 and 5.0.

Solids retention time (SRT) is the most important parameter to be controlled at any activated sludge plant, including MBR plants. Ideally, SRT control should be set up to achieve a steady waste activated sludge (WAS) flow rate that is only adjusted when either the SRT setpoint changes (which may be done seasonally) or when a train or a basin is taken out of service. t is possible to achieve this condition when the return activated sludge (RAS) ratio (RAS flow/Influent flow, where influent flow to the MBR system is the flow provided by the equalization pumps) is maintained at a constant value. At the WWTP, the RAS ratio will be controlled by the ratio between the flow provided by the mixed liquor transfer pumps, transferring mixed liquor from the aeration basins to the membrane tanks. The target for this flow ratio will be 5.0, meaning the RAS ratio will be 4.0. The required WAS mass flow is equal to the biomass inventory divided by the target SRT. In the MBR system, the MLSS concentration in the aeration basin can be calculated as a fraction of the MLSS concentration in the membrane tank, where the fraction is 80% (= R/[R + 1]) when the typical RAS ratio of 4.0 is used. The solids inventory is the sum of the solids inventory in the aeration basins and the membrane tanks. If the WAS is taken from the RAS stream, which has a slightly higher MLSS concentration, the WAS flow is:

$Q_{WAS} = (0.8.V_{AB} + V_{MT})/SRT$

Where Q_{WAS} = WAS flow rate, gpd
V_{AB} = Volume of the aeration basin in service, gal
V_{MT} = Volume of the membrane tank in service, gal
SRT = Target SRT, days

If the ML pumps cannot maintain the target RAS ratio of 4.0 for any reason, the 0.8 factor in the equation can be adjusted as required.

Using a stable WAS flow would help the MBR system to produce a consistent effluent quality and maintain the biomass at a stable point for optimal performance.

To minimize the accumulation of scum in the system, the WAS should be drawn from the surface of the RAS channel once scum would have had a chance to float, so that scum is wasted preferentially and the so-called scum SRT is less than the system SRT. This approach is also described as a classifying selector by some consultants.

6.7.2 Level of Automation

The Project shall include a high level of automation. The plant operators will manually initiate the wastewater treatment plant's start-up from the Project's control system. After operator initiation, the control system will manage the plant startup sequences, normal operation, and shutdown sequence fully automatically.

Every skid will have its own PLC control system and Human Machine Interface (HMI) and shall be Supervisory Control and Data Acquisition system (SCADA) transparent, i.e., seamlessly integrated into the site SCADA system.

Plant operations will be monitored and controlled via a local operator station using an owner- and engineer-approved SCADA Platform. A development workstation will have the PLC programming software installed, as well as the SCADA platform Integrated Development Environment (IDE) to develop and maintain the project Human Machine Interfaces (HMIs).

Plant monitoring and control will be predominantly carried out from the Central Control Room on Operator Workstations located in the plant administration building. Further control will be available through HMIs located at critical areas of the plant, locations to be confirmed during project design.

The design will enable remote off-site access for operator monitoring, technician diagnostics, and control modifications under agreed security measures. If requested, allowance will be made for the transfer of historical data from the local historian to a central monitoring location.

The capability will be provided to connect laptop HMI units through a local secure, encrypted wireless network throughout the site to facilitate commissioning and maintenance activities over the life of the plant.

6.7.3 Plant Control Architecture

The following section summarizes a conceptual plant control architectural plan for DBE consideration.

The Plant LAN will be a secure Control Center Network within a single control area. The upper-level supervisory control network connects Control Center servers, application servers, and HMIs over Ethernet. The control servers and application object servers are installed in a server rack, and each is configured in redundant pairs with secondary network interfaces. The servers host the Wonderware System Platform. The owner and engineer shall approve the number of HMI workstations to be provided for operators and supervisors and at the security gate for monitoring and control.

Supplied Architecture shall:

- Be scalable, as shown in Figure 10.
- Be flexible from a connectivity standpoint, as shown in Figure 11.
- Employ virtualization, as shown in Figure 11.
- Provide redundancy at the control and supervisory levels, as shown in Figure 13.

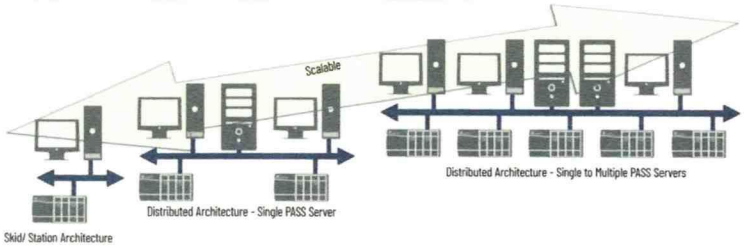


Figure 10 An example of a scalable plant architecture

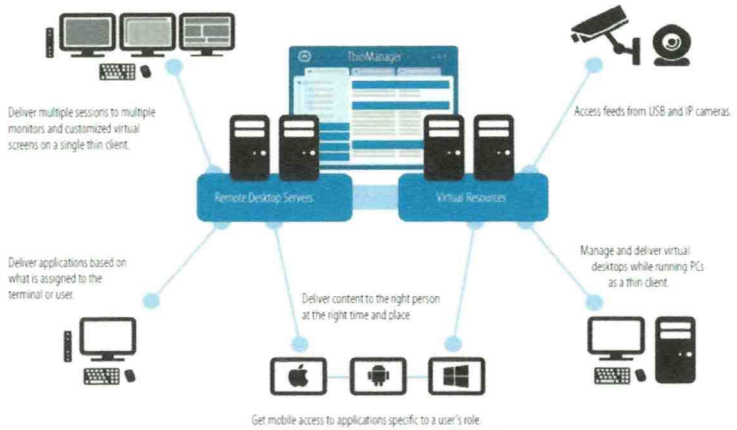


Figure 11 The solution shall have the flexibility of connectivity and manageability using thin clients.

Table 76 SCADA system elements descriptions

System Element	Description
Process Automation System Server (PASS)	The PASS is a required system element that can host displays, alarms, and data connections to controllers. Multiple PASS servers can be used to provide additional system capacity or to create logical segregation of application content that is based on the process. For smaller systems, the PASS - C (consolidated PASS server) supports functions that otherwise would be hosted on application servers.
Operator workstation (OWS) and Application server (AppServ-OWS)	The OWS and AppServ-OWS provides an interactive graphical interface to monitor and control the process. The AppServ-OWS uses Microsoft® Remote Desktop Services (RDS) technology to serve multiple instances of the OWS as thin clients from one server. The technology provides for FactoryTalk® View SE thin clients that run applications and process data on a remote computer.
Engineering workstation (EWS) and Application server (AppServ-EWS)	The EWS and AppServ-EWS provide a central location for configuring the system and monitoring/maintaining system operation. The AppServ-EWS uses Microsoft Remote Desktop Services (RDS) technology to serve multiple instances of the EWS as thin clients from one server. The technology provides for SCADA HMI thin clients that run applications and process data on a remote computer.
AppServ-Asset management	The asset management server is a centralized tool for managing automation-related asset information (Rockwell Automation and third-party assets). The asset management application server includes capabilities for asset inventory, source control, audits, change notifications, reporting, and security.
AppServ-Info	Data management storage can include a Historian or Microsoft SQL server.
Controllers/PLCs	The Programmable Logic Controllers (PLCs) support continuous process and batch applications. These controllers also support discrete and motion applications.

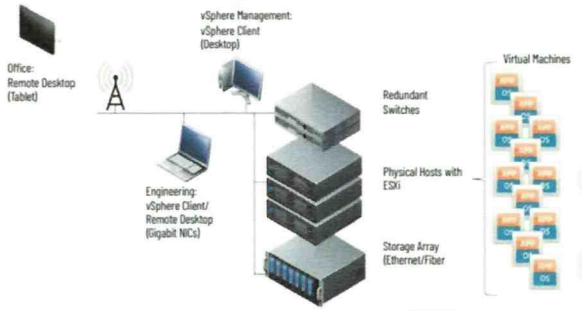


Figure 12 Architecture elements virtualization

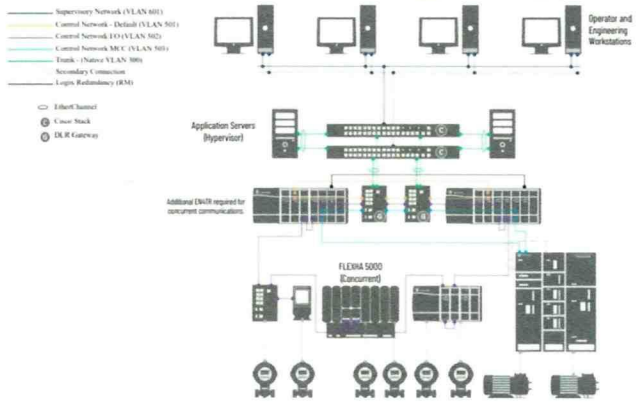


Figure 13 Typical resilient DLR topology

The lower-level process control network connects the servers to the PLCs over Ethernet. The PLCs communicate via approved Ethernet protocols with compatible actuators, motors, instruments, analyzers, and other control elements at the field level. Approved Ethernet-based protocols are Ethernet/IP, Modbus/TCP, or other Engineer-approved protocols.

Secure wireless access points will connect operators' mobile tablets to access HMI and SCADA systems.

6.7.4 Motor Control Centers (MCCs)

Smart MCCs shall be used throughout the project. All MCCs will be connected to PLCs; all motors are controlled in Local (hand)/Remote (Auto) modes with proper signaling and indication for all normal and alarm conditions locally and remotely. Local PLCs control the operation of motors and provide data for the SCADA system. PLCs and VFDs will be securely connected to the network.

6.7.5 Instrumentation and Field Devices

The following equipment shall be standardized to reduce the inventory of spares and minimize the time for replacement:

- Instruments
- Installation Materials
- Tube and Tube Fittings
- Manifolds

6.7.5.1 Instrument Specific Requirements

Local Control Panels-Local control switches and indicators shall be used where required to address specific safety or maintenance concerns. Otherwise, all manual control will be available via SCADA only (locally via wireless tablets).

6.7.5.2 Instrument Mounting and Access

- All process instruments in wet areas will be housed in IP68, NEMA 4 enclosures (NEMA4x in chemical areas), or vendor requirements, whichever is more stringent.
- Access will be considered in the selection of instrumentation.
- Instruments will be mounted at a working level between three and five feet above the operating floor.
- Process indicators and indicating transmitters will be mounted in a position that is readable by an operator without requiring the use of a ladder or the building of platforms.
- Temperature sensors will be installed and clamped in tube racks. The excess capillary tube will be coiled and clamped to the mounting stand below the instrument.
- Instruments located near each other will be grouped to the maximum extent possible on a common mounting stand, wall bracket, or instrument rack.
- Instrument impulse lines will incorporate a blowdown leg or contamination accumulation leg for the removal of dirt and moisture.
- Instrumentation taps to process lines will be isolated by a root valve at the connection.
- Isolation valves for taps to process lines will be ¼-turn ball valves of materials compatible with the process fluid.
- Isolation valves for chemical service will match isolation valves used in other portions of that chemical piping.
- Analyzers for primary process lines will be installed in bypass assemblies external to the main process headers to allow routine maintenance.
- Analyzer assemblies will include an isolation valve at each process connection tap, pressure regulator, and manual sample valve, rotameter flow element with integral flow metering valve, check valve, miscellaneous piping, and fittings.
- Analyzers will be generally panel mounted and located in close proximity to the relevant sample point in a designated analyzer room (where possible) for improved access to common operational and maintenance activities on these units.
- The analyzer waste streams will be discharged into and drained to a common collection point for either pumped return to a specified point along the process or drained to waste.
- All analyzers will have "no flow" detection and pressure and flow control valves on the inlet to ensure a constant rate of feed through the analyzer.

- Manual sample points will be provided for sampling water at various points throughout the main process, typically with each change in process unit and upstream and downstream of chemical dosage points for manual checks of water quality and chemistry.
- Assemblies for analyzer sensors that must remain wetted at all times (e.g., pH sensors) will incorporate a vacuum breaker in the drain piping.
- Sample drain will be routed to a hub drain.

6.7.6 Controllers and Input/Output (I/O) Modules

- Programmable Logic Controllers (PLCs) to be Allen-Bradley, Siemens, or Modicon PLCs in that order of preference.
- Current Versions - Each PLC CPU, I/O module, specialty module, and communication module will be the latest version, supported by the manufacturer for the life of the system.
- Programming Software, PLC, and SCADA IDEs shall use object-oriented programming based on function blocks for all typical equipment and functions in accordance with IEC- 61131-3.
- All CPUs will be equipped with non-volatile memory cards to preserve programs.
- Installed I/O capacity will include 25% spare I/O points. PLC rack power supplies will have the capacity to support at least 25% I/O expansion. The above requirements should also apply to vendor-supplied PLCs.
- I/O Modules Discrete input modules will be 24VDC only. Discrete output modules will be used to trigger interposing relays (unless an isolated output module is used.)
- Analog modules will be 4-20 mA 24VDC isolated input and output channel design. Analog input isolators will be used. All analog inputs will be scaled to specified engineering units at the PLC programming level. High and low alarm trip points will be provided at 90% and 10% of the span for all analog points unless otherwise specified in P&ID and on IO lists. All analog signals exiting the buildings to or from devices or instruments will have transient voltage surge suppression (TVSS).
- RTD modules will be used for RTD inputs.

6.7.6.1 Spare Hardware

20% spares for I/O modules, CPUs, backplanes, and power supplies in addition to any other OEM recommended hardware.

6.7.6.2 Backups

A flexible backup system shall be implemented into the proposed system. Backup copies will be collected at minimum every six months of the transitional operation period.

6.7.7 General Instrumentation and Controls Requirements

The following tables contain the Engineering Design Guidelines for I&C criteria. The DBE is responsible to review and finalize these requirements for complete functioning facilities.

6.7.7.1 Instrumentation and Field Devices

Table 77 General

Item	Parameter	Criteria	Notes
1	Standardization	Standardize on the following equipment throughout the Project to reduce spare supply inventories and minimize rework time for replacement: • Instruments • Installation materials	

Item	Parameter	Criteria	Notes
		• Tube and tube fittings • Manifolds Variations from this requirement shall only be allowed by specific approval of City of Banning. Manufacturer or DBE preference shall not be justification for failure to comply with this requirement. Only sound, engineering supported justifications will be considered.	
2	Communications	Field bus to be nominated by the DBE to suit PLC.	
3	Grounding and Bonding	In accordance with manufacturer's requirements and as specified elsewhere.	
4	Control System Integrator	Control System Integrators Association (CSIA) Certified Integrator; OR Ignition Certified System Integrator; OR demonstrate similar recent experience using the same PLC hardware, SCADA software and networked instruments and MCCs	
5	Duplicate Instruments for Different Purposes	As a general rule, measuring points and measuring equipment for interlocking and protection purposes shall be separate and not combined with measuring equipment for monitoring or automatic control equipment.	
		For flow measurement one common primary element can be used. Signals to be processed in several systems shall be suitably repeated and mutually decoupled to avoid interaction.	
6	Location	All instrument materials and construction shall be suitable for the location in which they are installed. Consider wet, corrosive, and hazardous areas in the selection of instrumentation.	

6.7.7.2 Instrument Specific Requirements

Table 78 General

Item	Parameter	Criteria	Application
1	Level - Radar	Manufacturer: Endress & Hauser, or equal. Measurement Range: 0 % through 100 % level. Measurement Resolution: 0.1 inch or less. Measurement Accuracy: +/- 0.25 % of measured distance for distances greater than 3.3 feet.	Consider where foaming may be an issue (in cases where ultrasonic LT may not be suitable).
2	Level - Ultrasonic	Manufacturer: Endress & Hauser, or equal Measurement Range: 0 % through 100 % level. Measurement Resolution: 0.1 inch or less. Measurement Accuracy: +/- 0.25 % of measured distance for distances greater than 3.3 feet.	Non-contact level monitoring.
3	Level - Pressure	Manufacturers: Endress & Hauser, or equal. Measurement Accuracy: +/- 0.1 % of range.	Where non-contact level monitoring is not required and ease of access to the transmitter is desired (e.g. water tanks).
4	Level - Submersible Hydrostatic	Manufacturers: Endress & Hauser, or equal. Measurement Accuracy: +/- 0.25 %	Covered basins.
5	Level - Conductivity Probe	Manufacturers: Warrick, or equal.	
6	Level - Float Switch	Manufacturers: Magnetrol, Kari, Flygt, equal.	Level alarm detection.

Item	Parameter	Criteria	Application
		Mercury shall not be acceptable in float switch devices.	Not used for primary process control applications.
7	Pressure - Absolute (Diaphragm Type)	Manufacturers: Endress & Hauser, or equal Accuracy: +/- 0.1 % of range Chemical Installation: Isolation Diaphragm Seal Calibration/Testing: 3-way valve manifold for calibration/testing and tapping point for pressure gauge.	Pipe pressure, pump discharge/suction, general process pressure.
8	Pressure - Differential	Manufacturers: Endress & Hauser, equal Accuracy: +/- 0.1 % of range Chemical Installation: Isolation Diaphragm Seal 3-way valve manifold for calibration/testing and tapping point for pressure gauge.	Pressure drop across filters, etc.
9	Pressure - Switch	Manufacturers: Ashcroft or similar approved	
10	Flow - Electromagnetic (Full pipe)	Manufacturers: Endress & Hauser, No equal Installation: Vault or above ground. Shall not be directly buried. Maintenance: Provide maintenance bypass for critical applications where a bypass or standby does not exist. Accuracy: Max 1 % of measured, for flow velocities between 10 % and 100 % of full scale. Grounding: Grounding rings or protective shield when installed in non-conductive pipe. Repeatability: Max 0.25 % of full scale.	All primary and secondary process flows. DBE shall provide engineering justification for any alternative proposed.
11	Flow - Open Channel	Manufacturers: Endress & Hauser, no equal Accuracy: Product shall be chosen for maximum accuracy based on the dimensions and flow pattern of the channel.	
12	Flow- Air	Manufacturers: FCI Insertion, or similar approved	
13	Flow - Liquid Switch	Manufacturers (thermal flow switch): Dwyer, IFM, or similar approved	Pump no flow, sample line no flow, etc.
14	Flow - Air Switch	Manufacturers: FCI, or similar approved	Ventilation/Extraction fan no flow, etc.
15	Limit - Switch	Manufacturer: Square D, Class 9007 Type C, or similar approved	
16	Temperature - Transmitter	Manufacturer: Endress & Hauser, or equal	Process temperature
17	Temperature - Switch	Manufacturer: Ashcroft, Allen Bradley, or similar approved.	
18	Vibration - Transmitter	Manufacturer: Bently Nevada, or similar approved.	Vibration monitoring for large pumps, motors, blowers, etc.
19	Residual Chlorine Analyzer	Manufacturer: Hach CLF10sc, with sc200 controller no equal Type: Free chlorine type. Accuracy: Max + 0.5% of reading Repeatability: Max 0.2% of reading.	
20	Turbidity Analyzer	Manufacturer: Hach, no equal Accuracy: Max 2% of NTU reading Repeatability: Max 1% of NTU reading.	
21	TOC Analyzer	Manufacturer: Suez Sievers M5310C, no equal Accuracy/reliability: Max + 3% of reading or 0.3 mgC/l. Compensation: Automatic compensation for atmospheric pressure changes Other Requirements: In addition to the above	Regulatory monitoring for plant product water.

Item	Parameter	Criteria	Application
		requirements, DBE specification shall include requirements for self-testing and self- cleaning requirements, sample system and pumps, service frequency, cycle time, etc.	
22	pH Analyzer	Manufacturer: Hach, no equal Accuracy: Max + 0.5% of reading Repeatability: Max 0.2% of reading.	
23	Conductivity Analyzer	Manufacturer: Hach, no equal Accuracy: Max 3% of reading Repeatability: Max 0.2% of reading	
24	TDS	Manufacturer: Hach, UT5300, no equal Accuracy: - ±2% or 0.01 NTU from 0 - 40 NTU - ±10% of reading from 40 - 1000 NTU based on Formazin primary standard	

Table 79 Junction Boxes

Item	Parameter	Criteria	Preferred Equipment
1	Mounting	Mounted accessible from floor or platforms.	
2	Doors	Doors will be able to open without interference.	

Table 80 Local Control Panels

Item	Parameter	Criteria	Preferred Equipment
1	Location	Located close to the equipment. Local control switches and indicators only where required to address specific safety or maintenance concerns, otherwise all manual control shall be available via SCADA only (accessible locally via wireless tablet computers)	
2	Local-Off-Remote Switch and Control Devices, indicator lights and Pushbuttons	Where required, LOR switch shall allow an operator to take manual control of a device or piece of equipment and operate it from that panel manually. LCPs should be protected from the weather and/or be appropriate for the environment that they are operated in. Local Control Panels (LCP) exposed to direct sunlight shall include sunshade protection for any exposed electronic displays or instrument displays. SCADA network side shall be all hard connections. Wireless and Bluetooth shall be turned off.	

Table 81 Instrument Mounting and Access

Item	Parameter	Criteria	Preferred Equipment
1	Housing	All process instruments in wet areas shall be housed in IP68, NEMA 4 enclosures (NEMA 4X in chemical areas), or vendor requirements, whichever is more stringent.	
2	Access	Access shall be considered in the selection of instrumentation. For example, tanks shall be measured using pressure at the base of the tank	

Item	Parameter	Criteria	Preferred Equipment
		wherever practical, to remove the need for maintenance access to the top of tanks.	
3	Instrument Height	Instruments mounted at a working level between 3 and 5 feet above the operating floor.	
4	Indicator Height	Process indicators and indicating transmitters mounted in a position that is readable by an operator without requiring the use of a ladder or the building of platforms.	
5	Capillary Tube Installation	Temperature and pressure instruments capillary sensors will be installed and clamped in tube racks. Excess capillary tube will be coiled and clamped to the mounting stand below the instrument.	
6	Grouping	Instruments located near each other will be grouped to the maximum extent possible on a common mounting stand, wall bracket or instrument rack.	
7	Dirt/ Moisture Removal	Instrument impulse lines will incorporate a blowdown leg or contamination accumulation leg for the removal of dirt and moisture.	
8	Isolation Valves	Instrumentation taps to process lines will be isolated by a root valve at the connection. Isolation valves for taps to process lines will be 1/4-turn ball valves of materials compatible with the process fluid. Isolation valves for chemical service will match isolation valves used in other portions of that chemical piping.	
9	Analyzers	Analyzers for primary process lines will be installed in bypass assemblies external to the main process headers to allow routine maintenance.	
		Analyzer assemblies will include an isolation valve at each process connection tap, pressure regulator, manual sample valve, rotameter flow element with integral flow metering valve, check valve, miscellaneous piping and fittings.	
		Generally, panel mounted and located in close proximity to the relevant sample point in a designated analyzer room (where possible) for improved access for common operational and maintenance activities on these units.	
		The analyzer waste streams will be discharged into a tundish and drained to a common collection point for either pumped return to a specified point along the process or drained to waste.	
		All analyzers will have no flow detection and pressure and flow control valves on the inlet to ensure a constant rate of feed through the analyzer. Manual sample points will be provided for sampling water at various points through the main process, typically with each change in process unit and upstream and downstream of chemical dose points for manual checks of water quality and chemistry.	
		Assemblies for analyzer sensors which must remain wetted at all times (e.g., pH sensors) will incorporate a vacuum breaker in the drain piping.	
		Sample drain will be routed to a hub drain.	

6.8 Supervisory Control and Data Acquisition System (SCADA)

6.8.1 Approved SCADA platforms

- SCADA systems shall include all components needed to:
  - connect to the PLCs, field devices, and databases,
  - include Historians, reporting platforms, and flexibility to generate reports as needed by the Owner and Operators,
  - provide secure ways to connect and utilize the system with the latest and greatest security mechanisms,
  - provide multi-level HMIs compatible with tablets and smartphones, and
  - provide structured alarming and annunciation, and alarms servers for multi-media alarming (emails, text messages …) compatible with tablets and smart phones.
- Approved SCADA system platforms are as follows:
  - A control system integrated SCADA platform (e.g. if the control system is Rockwell Automation (PlantPAx or similar) FactoryTalk View SE system to be used; however if the control system is Siemens, the TIA should be used.
  - Wonderware System Platform (latest version).
  - An Owner and Engineer-approved platform.
- Perpetual licenses will be used unless otherwise approved by the Owner and the Engineer.
- The selected system integrator will incorporate all the vendor screens in the final SCADA screens and will develop screens for all other equipment, for integration at the control room.
- New screens will be developed following the Owner and the Engineer's SCADA standards.
- All analog and discrete inputs to the PLC will be displayed on the SCADA screens.
- Real-time and historical trending for all analog inputs to the PLC will be available from the local servers.
- Screen displays will be arranged using a hierarchy:
- Show only information that needs to be immediately available for operations (system overview)
- Poke points for more details on a particular process or piece of equipment.
- Further poke points for control stations for devices such as pumps and valves.
- A hierarchy of alarms shall be specified, which will be adjustable by the operators.
- Each alarm shall be classified with a corresponding value representing criticality. The system will present the alarms in different ways based on the criticality, per the District's SCADA standards.
- All alarm functions shall be carried out at the PLC level.
- All alarms shall display on a common alarm screen.
- All alarms must be acknowledged by the plant operating staff before they can be cleared.
- Some alarms may be cleared from the SCADA. Others will need a local reset. The philosophy will be based on safety and equipment protection.
- No alarm will clear automatically until it has been properly acknowledged.

- Equipment safety interlocks specified to shutdown equipment "independent of control mode" or other similar descriptions will be active regardless of PLC (MANUAL/AUTO) or field control station (ON, LOCAL/REMOTE) operating status.
- Other software generated alarms will remain active independent of operating mode, but only affect specified control actions in AUTO (PLC) and REMOTE (field) operating modes.
- For all equipment controlled by the PLC, the equipment will receive and display applicable statuses and alarm signals, such as operating mode (LOCAL, REMOTE, etc.), operating status (ON, OPEN, CLOSED, etc.), and alarm status (FAIL, LOCKED-OUT, etc.).
- For multistate devices where actual digital input is not provided, provide PLC logic-based on the status of the other inputs to develop the remaining status. For example, for LOR switches use the status of the LOCAL and REMOTE inputs to develop and display the status of the OFF position.
- For all equipment controlled by the PLC, our DBE team will provide separate displays and poke points for the selection of AUTO/MANUAL operating modes. In AUTO mode, the device will be controlled by the PLC. In MANUAL mode, the device will be operated by START/STOP and OPEN/CLOSE poke points, as appropriate. The workstation will display the current operating status of each device and an alarm if the equipment fails to respond to a command signal after an operator-adjustable time period.
- PID control functions will be performed at the PLC with controller faceplate displays at the workstation.
- Standard PID control operator interface will be provided, including AUTO/MANUAL mode selection:
  - In AUTO, the controller output will be based on the PID control function at the PLC.
  - In MANUAL, the output of the controller will be based on an operator set value.
  - Transfer between MANUAL and AUTO will be bumpless.
  - At the workstation, DBE will provide AUTO/MANUAL selection poke points for PID-controlled equipment, with graphic loading displays for manual control.
- PID loop tuning parameters shall be available via SCADA but will require engineering login to make adjustments.

6.8.2 Typical Monitoring and Control

The following are some of the typical I/O signals that shall be monitored and used to control equipment by SCADA:

- All Analog Transmitters - Transmitter Fail Alarm
- Constant Speed Drive - Drive start/stop command, Drive running indication, Drive in auto or remote indication, Drive faulted, PLC calculated drive run time, Fail to Start/Stop, and Diagnostics (confirm specific parameters)
- Variable Speed Drive - Drive start/stop command, Drive running indication, Drive in auto indication, Drive faulted, VFD speed set point, VFD speed feedback, PLC calculated drive run time, and Diagnostics (confirm specific parameters)
- Chemical Dosing Feed System - Chemical volume quantity used calculated values.

6.8.3 Control Philosophy

- The control system will be fully automated so that, as far as practical, all day-to-day operational adjustments and reporting can be conducted from the SCADA screens. The level of automation will be consistent with the staffing requirements for the plant.
- Skid vendor screens will be incorporated on the SCADA HMI, such that all parameters can be monitored and controlled except where safety concerns dictate local control only or where controls are related to maintenance tasks that can only be carried out locally anyway.

- Alarms for control network failures will be incorporated including Ethernet switches, PLCs, or any network communication where available.
- Local manual override will be accomplished with a hard-wired switch except where personnel, equipment, or the process are protected by equipment software interlocks that need to be maintained at all times.
- The system will not be able to create a safety issue for the local operator. For example, remote operation should not be allowed if a local manual override is selected.
- Shutdown of the plant units will be fully automated.
- Recovery after a power outage or shutdown will be mostly automatic but will require operator intervention for the process to begin and may require additional operator intervention through the startup sequence as determined during the plant design in order to ensure safely and compliance requirements are met.
- Automatic and manual operation of the system will be done from the Operator Workstations (OWS) and from wireless tablet devices. Additional remote-control access may be incorporated during the transitional operation period using RDP and VPN access built into the SCADA Virtual Servers and Virtual Machines systems.

6.8.4 System Integration & Testing

The selected system integrator shall incorporate all the vendor screens in the final SCADA screens and shall develop screens for all other equipment, for integration at the control room.

Factory acceptance testing and site acceptance testing (FAT and SAT) shall be performed and witnessed at minimum by The Engineer's representative.

6.8.5 General SCADA Requirements

The following tables contain the Engineering Design Guidelines for SCADA criteria. The DBE is responsible to review and finalize these requirements for complete functioning facilities.

The table below describes the proposed plant network, from the Servers and Workstations to the PLC network. Any hardware or software requirements specified here may be modified with approval from City of Banning.

Table 82 System Specifications

Item	Parameter	Criteria	Notes
SERVERS			
1	Server Rack	One (1) server rack to be installed in the new server room. Server rack slots will need to be accessible from the front (for slot racks) and the rear (for cable management).	
2	Servers	Minimum three (3) converged rack servers each with the following specifications: • Two (2) CPUs • Eighteen (18) CPU cores • Eight (8) Network Interface Cards (NIC's) Hypervisor Servers are recommended to utilize virtual machines to handle the server processes. Servers will be redundant. If one server needs to be taken offline for maintenance, two redundant servers will still be active.	Ensure redundant power supplies for this hardware.
3	Network Switches	Minimum two (2) port-managed Layer 3 ethernet switches. One ethernet switch will be configured for the devices on the PLC/SCADA network.	Ensure redundant power supplies (UPS) for this hardware.

Item	Parameter	Criteria	Notes
		The other ethernet switch will be configured for the devices on the City of Banning LAN.	
4	Server Peripherals	Other server rack hardware should include local KVM switch with keyboard and monitor for access to the server and Network Time Server appliance with four (4) isolated Network Interface Cards (NIC's) and GPS receiver	
5	Server Capabilities	Server software capabilities, at a minimum, should include: • Microsoft Windows Server 2019 OS, with Hyper-V • SQL Server 2019 Standard version • System Event Monitoring • Host Intrusion Detection and Antivirus agents for each installed operating system with central management and reporting • Host Intrusion and Detection Management platform • System Data Log Management • Virtual Machines • Wonderware (Aveva) Server for configuring graphics and HMI communication drivers • SCADA Active Directory • Servers must have capacity for redundant storage of historical data (including old data transferred from existing Historian).	
6	Historical Data	DBE will need to design server storage space to account for, at a minimum, the following Historical data: • All analog I/O points at the WWTP, logged every 30 seconds • All motor run statuses at the WWTP plant, logged on every change in status • All existing historical data, currently stored on the existing servers at the City of Banning Wastewater Treatment Plant Administrative Building	
7	Software Licensing and Versions	All licensing required for the server software, workstation software, Wonderware software, and Rockwell Automation Studio5000 software shall be furnished by the DBE. Furnish four (4) years extended Rockwell support for the installed software. Furnish five (5) years extended support for installed Host Intrusion Detection and antivirus software. The DBE shall cover the update costs for the local equipment as new versions of the software are released, prior to Final Acceptance. The DBE shall be responsible for costs associated with any upgrade required to the software licenses arising from incorrect specification, or changes initiated by the DBE during the Performance Acceptance period. At the end of the Performance Acceptance period all software shall be fully updated to the latest versions provided by the manufacturer.	Support level for the software licensing should be specified and agreed upon by both the DBE and City of Banning.

Item	Parameter	Criteria	Notes
OPERATOR WORKSTATIONS			
1	SCADA Room Workstations	Minimum two (2) workstations (WS) in the SCADA Room with video card capable of supporting a minimum of twelve (12) independent high-resolution monitors.	
		One workstation is for SCADA software only and running on the PLC network. Minimum two (2) LED monitors, 28" to 32" diameter. One must be wall mount and one desk mount. Must have the Wonderware (Aveva) Runtime application and the Rockwell Automation Studio5000 application fully licensed. No internet access.	
		Other workstation is for the CCTV system and running on the City of Banning corporate LAN. Minimum two (2) wall-mounted LED monitors. One monitor for the CCTV system, 36" to 40" screen diameter. Other monitor will be for operator administrative tasks, 24" to 28" diameter. This workstation will have internet access to allow operators to check emails and attend VoIP calls.	
		Any additional workstations	
2	Office Workstations	Refer to Final Drawing for location and number of workstations to be furnished.	
3	Workstation Specifications	Workstations must have minimum 16GB of RAM, 1TB Solid-State Hard Drive, and come with keyboard, mouse, and speakers.	
		The workstations are required to have the Windows 10 Professional OS, Adobe Acrobat standard standalone version and perpetual license, and Microsoft 365 standalone applications installed (Outlook, Word, Excel, etc.) with perpetual license.	
4	Panel HMI's	Each HMI shall be panel-mounted and have a runtime version to allow operators to monitor and control the WWTP process. Panel-mounted HMI's will be connected to the PLC network. HMI specifications shall satisfy the minimum software requirements. HMI shall be PanelView, Ignition Edge, or engineer-approved equal.	HMI specifications to be agreed upon between DBE and City of Banning.
PLC PANEL HARDWARE			
1	Existing PLC Replacement	Existing PLCs will be replaced with Allen-Bradley CompactLogix 5370, CompactLogix 5380, or engineer-approved equal PLCs. Replacement PLCs shall have at minimum 2MB of spare memory available after commissioning.	
2	New PLCs	New PLC Panels will be Allen-Bradley CompactLogix 5370, CompactLogix 5380, or engineer-approved equal PLCs. New PLCs shall have at minimum 2MB of spare memory available after commissioning.	
3	Panel I/O	For all existing PLC panels, the panel enclosure will remain. DBE will design a complete upgrade/ replacement of the panel hardware while utilizing the space inside of existing panel enclosures. PLC Total I/O count will need to account for 25% spare I/O at each panel (new and existing). Where integrating Modbus TCP IO, provide PLC	

Item	Parameter	Criteria	Notes
		rack-mounted Modbus TCP cards that are compatible with the furnished PLC.	
4	Panel-to-Panel Communications	All PLC panels and network hardware will communicate via ethernet. Any existing network protocols that are not ethernet will need to be converted. All new panel ethernet switches will have a minimum of 8 ports and be listed as Managed and Layer 2 by the manufacturer.	
5	Fiber Testing	The DBE will coordinate testing of all existing fiber runs for connectivity. Any fiber runs that are not operational will need to be repaired/replaced.	
NETWORK COMMUNICATIONS			
1	Ethernet Protocol	Any network devices in the SCADA network that are not communicating through Ethernet will need to be converted to Ethernet protocol. This includes any vendor package controllers that need to communicate with the SCADA system. Develop and implement a network segmentation plan that uses firewalls and VLAN segmentation to segregate network traffic.	
2	Existing Fiber Communications	The DBE will coordinate testing of all existing fiber runs for connectivity. Any fiber runs that are not operational will need to be repaired/replaced.	
3	Wireless	All Wi-Fi connections shall be disabled, unless absolutely required. If so, specific Wi-Fi connections must be secured, monitored, and logged.	
CYBERSECURITY CONSIDERATIONS			
1	Accessibility	The Wonderware (Aveva) Server and Historian log files should be accessible from the SCADA Workstation. The SCADA system shall be accessible remotely by SCADA operations staff.	Control capabilities for remote access shall be agreed upon between DBE and City of Banning.
2	SCADA Login and Passwords	Require user specific operator login credentials for access at all computerized host access points with a minimum of seven (7) operator groups. Prescribed automatic logout functionality (i.e. logout upon 300 seconds of inactivity). Login credentials to be managed in a similar way to the City of Banning's existing IT system login credential. Remote logins will be required to include two-factor authentication to allow access.	
3	Default Passwords	Delete all default login credentials, and store passwords in a secure location once commissioning is completed.	
4	Corporate LAN	There shall be no direct interface between the Plant SCADA network and the Corporate LAN. Secure transfer of data between the SCADA system and Corporate LAN shall be managed by City of Banning and shall not be compromised when the DBE is integrating asset register data or SCADA screens at the SCADA system. A segmented Demilitarized Zone (DMZ) shall be provided that blocks and restricts traffic from/to SCADA LAN and Corporate LAN.	
5	Cybersecurity	Utilize industry best practice and design in	

Item	Parameter	Criteria	Notes
	Design	accordance with ISA/IEC- 62443 Industrial Network and System Security standards. Implement a defense in-depth approach to cybersecurity. Implement a zero-trust design. Provide system operator notification indicating system and device status, with controls that permit manual and automatic blocking of network access points and ethernet switch ports.	
6	Cybersecurity Workshops	The full extent of the cybersecurity requirements will need to be discussed during workshops that include the City of Banning, its representatives, and the DBE. There will be a minimum of six (6) workshops with a minimum allotted time of (20) hours. This time can be allotted in any manner agreeable to both City of Banning and the DBE. Design decisions shall include input and final direction given by City of Banning and its representatives.	These workshops are for discussing cybersecurity implementation options and for deciding on the final security design requirements for the WWTP.
7	SCADA Workshops	Four (4) training sessions (4-hours each). Two (2) workshops for each group of City of Banning. Training on controls, alarm settings, modifying settings, etc.	In addition to functional testing and I/O verifications
SCADA MIGRATION			
1	SCADA Migration	DBE shall prepare a SCADA Migration Plan that outlines the steps that will be taken to install new hardware and software as well as complete upgrades to existing equipment and software while maintaining operations at the WWTP. SCADA Migration Plan shall list any required shutdowns (quantity, timing, duration, systems affected, etc.). Any shutdowns shall be in accordance with overall project shutdown allowances. DBE shall submit Draft SCADA Migration Plan to City of Banning for review. DBE shall hold one (1) 4-hour workshop with City of Banning and incorporate any comments into updated SCADA Migration Plan. DBE shall submit Final SCADA Migration Plan to City of Banning for review and approval.	

6.8.5.1 Design Deliverables

The I&C design deliverables will provide the framework for the system integrator to develop the PLC programs and configure the HMI system. While the PLC panels, PLC programming, and HMI configuration shall be furnished by the system integrator, the DBE shall be responsible for providing the necessary design deliverables to guide the programming and panel construction.

Details about the design deliverables and programming guidelines are described in the tables below. Any specifications below can be modified with approval from the City of Banning.

Table 83 Design Deliverables

Item	Parameter	Criteria	Notes
DESIGN DELIVERABLES			
1	I/O List	List of all hard-wired I/O at each PLC panel (including any remote I/O), including I/O channel mapping	
2	Register Map	List of all signals to be communicated between PLCs, including register address mapping	
3	Alarm List	List of every alarm and shutdown condition that will require operator attention. Include any automatic actions or required operator actions for alarm conditions.	
4	Process Control Narratives	Create document to describe WWTP process in detail, beginning with the automated process to be programmed in the PLCs and including any operator monitoring or control actions. This document should be organized to describe each PLC's individual control processes and control loops as well as the PLC's interaction with other PLCs. Normal vs. Abnormal process conditions at the plant should also be detailed. A cybersecurity control narrative shall be developed that includes all server instances, workstation instances, and detailed network functional descriptions. DBE shall conduct a preliminary workshop to validate the scope and a minimum of two (2) workshop before finalizing the Process Control Narrative, each workshop shall be 2-4 hours in duration.	A draft control narrative, which is included in Section 6.7.1 of this DCR, has been prepared by City of Banning to kick start this effort.
5	HMI Screens List	Develop list of HMI screens for the system integrator to build.	Verify with City of Banning Operations
6	Network List	List of all network devices, physical locations, IP addresses, VLAN configurations, and gateway information.	
7	Equipment List	List of all hardware, physical locations, manufacturer information, model numbers, etc.	

Table 84 PLC Programming Specifications

Item	Parameter	Criteria	Notes
1	Programming Upgraded PLCs	For each PLC program that is replacing an existing PLC, program scope should encompass all I/O mapping, controls, alarms, and logic from the existing PLC. This program scope should be clearly defined in the control narratives description for that PLC.	
2	PLC Programming Standards	Ensure PLC programming practices in accordance with IEC 61131-3 and comply with City of Banning SCADA standards	
3	Vendor Package Systems	Vendor PLCs shall be the same type as the rest of the site. Vendor PLCs shall have processor program and vital configuration information backed up in a similar manner to the other site PLCs.	

Item	Parameter	Criteria	Notes
4	Program Modifications	A copy of the latest PLC program shall be saved to the SCADA Workstation and backed up to the Servers. Studio5000 shall be installed at the SCADA Workstation to allow program modifications as needed. Latest version of Aveva (WonderWare) software, 1 developer license, 2 thick clients, and a pair of RDS thin clients.	

Table 85 HMI Configuration

Item	Parameter	Criteria	Notes
1	HMI Screens List	HMI Screens list will include existing Wonderware (Aveva) screens that the plant operators require for the local SCADA and any screens or process information from existing panel-mounted HMIs or other packaged systems that have not been incorporated into the existing Wonderware screens.	Review with City of banning Operations to ensure all monitoring and control data points are accessible from the SCADA Workstation and all SCADA Tablets.
2	Vendor Package Systems	The system integrator shall incorporate all the necessary vendor data in the final SCADA screens.	
3	Navigation/Alarm Pane	Include a header or footer screen that is sized and configured to always be displayed with any process screen. This screen will contain navigation links, an alarm banner, and critical process information to the operator at all times.	
4	Hard-wired Signal Monitoring	All hard-wired analog and discrete inputs to the PLC will be displayed on the SCADA screens. Real-time and historical trending for all analog inputs and run statuses to the PLC will be available from the HMI screens.	
5	Screen Display Hierarchy	Displays will be arranged using a hierarchy: • Show only information that needs to be immediately available for operations (system overview). • Poke points for more details on a particular process or piece of equipment. • Further poke points for control stations for devices such as pumps and valves, etc.	
6	Alarm Hierarchy	A hierarchy of alarms shall be specified, which will be adjustable by the operators. Each alarm shall be classified with a corresponding value representing criticality. The system will present the alarms in different ways based on the criticality, per City of Banning SCADA standards.	
7	Alarms	All alarm functions will be carried out at the PLC level. All alarms will display on a common alarm screen. All alarms must be acknowledged by the Plant operating staff before they can be cleared. Some alarms may be cleared from SCADA. Others will need local reset. Philosophy shall be based on safety and equipment protection. No alarm will clear automatically until it has been	

Item	Parameter	Criteria	Notes
		properly acknowledged.	
8	Proportional, Integral, Derivative (PID) Control	PID control functions will be performed at the PLC with controller faceplate displays at the workstation. Standard PID control operator interface will be provided, including AUTO/ MANUAL mode selection: • In AUTO, the controller output will be based on the PID control function at the PLC. • In MANUAL, the output of the controller will be based on an operator set value. • Transfer between MANUAL and AUTO will be pumpless. • At the workstation, DBE will provide AUTO/MANUAL selection poke points for PID controlled equipment, with graphic loading displays for manual control. PID loop tuning parameters shall be available via SCADA but will require engineering login to make adjustments.	
9	Standards	New HMI screens shall be developed following City of Banning SCADA standards.	

The following table includes some of the typical I/O signals that shall be monitored and used to control equipment or systems by SCADA.

Table 86 Typical Monitoring and Control

Item	Parameter	Monitoring & Control Signals	Notes
1	All Analog Transmitters	Transmitter Fail Alarm	
2	Level Transmitters	Continuous level monitoring PLC calculated high/low level alarm PLC calculated high-high/low-low level alarm	
3	Level Switches	high/ low level alarms high-high/low-low level alarms	
4	Flow Transmitters	Continuous flow monitoring PLC calculated flow totals PLC calculated high/low flow alarms	
5	Flow Switches	Flow alarms where applicable	
6	Pressure Transmitters	Continuous pressure monitoring PLC calculated high/low pressure alarms	
7	Analyzers (pH/LEL/H2S/CL2/ DO etc.)	Continuous signal monitoring Dry contact high/low level alarm PLC calculated high-high/low-low level alarm	
8	Temperature Transmitters	Continuous temperature indication PLC calculated high/low temperature alarm	
9	Temperature Switches	High temperature alarm Low temperature alarm	
10	Open/Close Valve or Gate	Valve open/close command. Valve open/close position indication Valve in Auto or Remote indication Valve fault indication.	
11	Modulating Flow Control Valve	Valve position set point Valve position feedback. Valve open/close position indication if applicable. Valve fault indication.	
12	Constant Speed Drive	Drive start/stop command Drive running indication Drive in auto or remote indication Drive faulted (General Fault or Multiple Fault Indicators, etc.) PLC calculated drive run time	

Item	Parameter	Monitoring & Control Signals	Notes
		Failure to respond to command or change of status when not commanded. Diagnostics (DBE to confirm specific parameters)	
13	Variable Speed Drive	VFD start/stop command VFD running indication VFD in auto indication VFD faulted VFD speed set point VFD speed feedback PLC calculated VFD run time Diagnostics (DBE to confirm specific parameters)	
14	Chemical Dosing/ Feed System	Chemical Dosing/Feed Systems Chemical volume/quantity used calculated values	
15	SCADA Cybersecurity	Captured host intrusion and antivirus events to be centrally logged within the SQL database located in the DMZ with status displayed at the HMI and alarmed on pickup of a high-level security event.	
		Network diagnostics and device communication status shall be logged and displayed at the HMI.	
		Log network status to Historian.	
		System log files shall be logged to the SQL database located in the DMZ.	
		Configure each HMI to log Factory Talk FT Diagnostic data to SQL database located in the DMZ.	
		Configure ethernet switches to be monitored and status displayed at the HMI. Log status changes for ethernet switch and each port to Historian. On pickup of unauthorized port access or ethernet switch fault, display alarm at HMI.	

Table 87 Security

Item	Parameter	Criteria	Notes
1	Construction / Work Area	Make adequate provision for the protection of the work area against fire, theft, and vandalism, and for the protection of the public against exposure to injury.	
2	General Design Principles	Security improvements shall integrate with existing site security infrastructure. Discrete security measures shall be planned into the facility without creating a fortress-like appearance. Site design will address security issues related to access control; electronic protection; and the "hardening" of the site against man-made and natural disasters. Security measures shall be in line with 2008 America's Water Infrastructure Act.	
3	Vulnerability Assessment	DBE will conduct a vulnerability assessment and provide all other security measures required pursuant to Applicable Law	Report deliverable
4	Locking	All electrical panels exterior to the building structures shall be lockable	
5	Dual Authentication	Key Fob	

6.9 Miscellaneous

The following table contains the Engineering Design Guidelines for miscellaneous criteria.

Table 88 General miscellaneous requirements

Clause	Parameter	Criteria
0	Scope	This document applies to General/Misc.
1	Project Schedule	Primavera Version 7.0 unless otherwise approved by the PM.
2	Design Submittals for City Reviews	All design documents in support of establishing cost estimates and/or GMPs.
3	Permits	Consider all applicable permits. Examples include California Environmental Quality Act (CEQA), South Coast Air Quality Management District (SCAQMD), and/or Regional Water Quality Control Board (RWQCB) permits.
4	Site Visit, Survey, Geophysical Investigation, and Potholing	Review alignments for visible utility conflicts, constructability, and ease of operations and maintenance of the facilities. Conduct geophysical investigation to determine presence of subsurface features. Perform potholing to determine depths of subsurface features.
5	Technical Specifications	CSI Format, "Green Book" Standard Specifications for Public Works Construction can be referenced in lieu.
6	Right-of-Way/Easements	Consider all applicable Right-of-Way/Easements requirements and limitations and how they are communicated with the Contractor.
7	Asset Register	Create Asset Register and include for each new asset, size, capacity, year of construction, cost, tolerances, measured vibration, etc.
8	Landscape	Review project landscape requirements with City staff.
9	Forklifts	Use electric units and propane.
10	Equipment's Needing Backwash	Use recycled water in lieu of potable water where possible.
11	Spare Parts	Evaluate spare parts requirements for all critical mechanical equipment being designed and discuss with City O&M Staff.
12	Equipment Utility Pads	Provide for all equipment. Use reinforced concrete. Bollards are necessary to protect utilities, where applicable.
13	Equipment Sole Sourcing	Public Contract Code § 3400(b) allows sole sourcing under four reasons: (1) to conduct a field test or experiment of the product, (2) to match existing products in use on the particular public work, (3) to obtain a product that is only available from one source, and (4) to respond to an emergency.
14	O&M/ SOPs/ UPCPs	• Prepare treatment facility Operations and Maintenance (O&M) Manuals to a standardized electronic format and level of content • Establishment of standardized formats and content for Standard Operating Procedures (SOPs) and Unit Process Control Procedures (UPCPs)
15	Identification Devices	Develop a technical specification section to require Contractor to furnish and install all identification devices as shown and specified in the Contract Documents. This would include a section for "Smart Tags" and related tag guidelines including but not limited to Piping ID, Exit Signs, Safety Signs, Right-to-know labels and tags.
16	Submittal Packaging	• Package submittals to facilitate quick reviews. • Consider a list of unique submittal packages required (e.g., material data, seismic calcs, testing plan, test results, Certificate of Proper Installation (COPI), warranty cert, O&M, etc. • Consider grouping submittals by facility, if multiple facilities.

Clause	Parameter	Criteria
		• Requirements should state that submittals should be "submitted and approved" prior to scheduling of shipping, testing, etc.
17	Prevent Damage to Metal surfaces during Unloading	Contractor shall use nylon straps for handling of all stainless steel, aluminum, and coated equipment and construction elements as to not damage the finish.
18	SDTI	WWTP shall remain in operation at all times. The CONTRACTOR shall compile a detailed list of all items of work involving tie-ins and all their work elements.

Appendix A

Conceptual Design Drawings

DRAFT

CITY OF BANNING, CALIFORNIA

CONTRACT DOCUMENTS FOR

WWTP AND RECYCLED WATER UPGRADES PROJECT

BANNING, CALIFORNIA
JULY 2024

CITY OF BANNING

ARTURO VELA, P.E. DATE
PUBLIC WORKS DEPARTMENT DIRECTOR

PREPARED BY:
N2W ENGINEERING INC.

JAMES WANG, P.E. DATE
PROJECT MANAGER

N2W ENGINEERING, INC.
3240 El Camino Real, Suite 150
Irvine, CA 92602
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REV.	DATE	DESCRIPTION	DESIGNED BY:	DRAWN BY:	CHECKED BY:	APPROVED BY:

STATUS: PRELIMINARY
PLOT DATE: 7/9/2024 4:19 PM

CLIENT: CITY OF BANNING
99 E. RAMSEY STREET
BANNING, CA 92220

PROJECT: BANNING WWTP
240 CHARLES STREET
BANNING, CA 92220

TITLE: TITLE SHEET

PROJECT NO. 105-0002
ORIGINAL SHEET SIZE ANSI-D
SHEET: G-100

FILE: C:\USERS\JIM.WENG\N2W ENGINEERING\N2W SERVER - SERVER (J)\PROJECTS\105-CITY OF BANNING\105-0002 OWNER ADVISOR WWWTP\06. PROJECT ENGINEERING AND DESIGN\06.01_PRELIMINARY DESIGN\DESIGN DRAWINGS\105-0002 G 03 19 2024_RECOVER.DWG

GENERAL

G-100	TITLE SHEET
G-101	DRAWING INDEX
G-102	VICINITY AND LOCATION MAP
G-103	SYMBOLS AND ABBREVIATIONS I
G-104	SYMBOLS AND ABBREVIATIONS II
G-105	DESIGN CRITERIA
G-106	PROCESS FLOW DIAGRAM
G-107	PLAN HYDRAULIC PROFILE

CIVIL

C-101	CIVIL SITE PLAN

MECHANICAL

M-101	MECHANICAL PLAN AND SECTION

PROCESS INSTRUMENTATION AND CONTROLS

I-100	LEGEND
I-101	FINE SCREENS
I-102	AERATION TANKS
I-103	MBR FEED PUMPS
I-104	AERATION BLOWERS
I-105	MEMBRANE BIOREACTORS
I-106	MBR PERMEATE PUMPS
I-107	MBR BLOWERS
I-108	MBR PERMEATE TANKS
I-109	PLANT AIR COMPRESSORS
I-110	DIGESTER
I-111	MECHANICAL THICKENER
I-112	CATIONIC POLYMER DOSING SYSTEM
I-113	CITRIC ACID DOSING SYSTEM
I-114	SODIUM HYPOCHLORITE DOSING SYSTEM
I-115	CHLORINE CONTACT TANKS

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BANNING, CA 92220

PROJECT: BANNING WWTP
2242 CHARLES STREET
BANNING, CA 92220

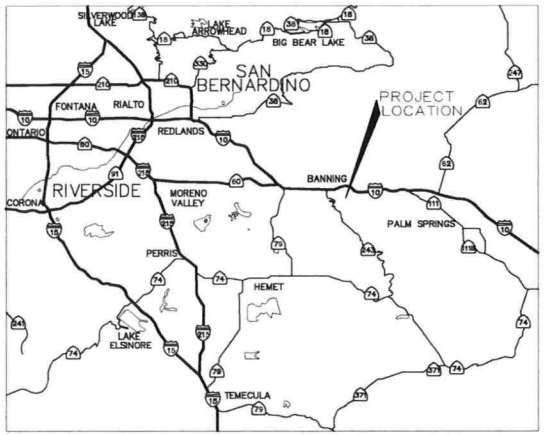
TITLE: DRAWING INDEX

PROJECT NO. 105-0002

ORIGINAL SHEET SIZE ANSI-D

SHEET: G-101

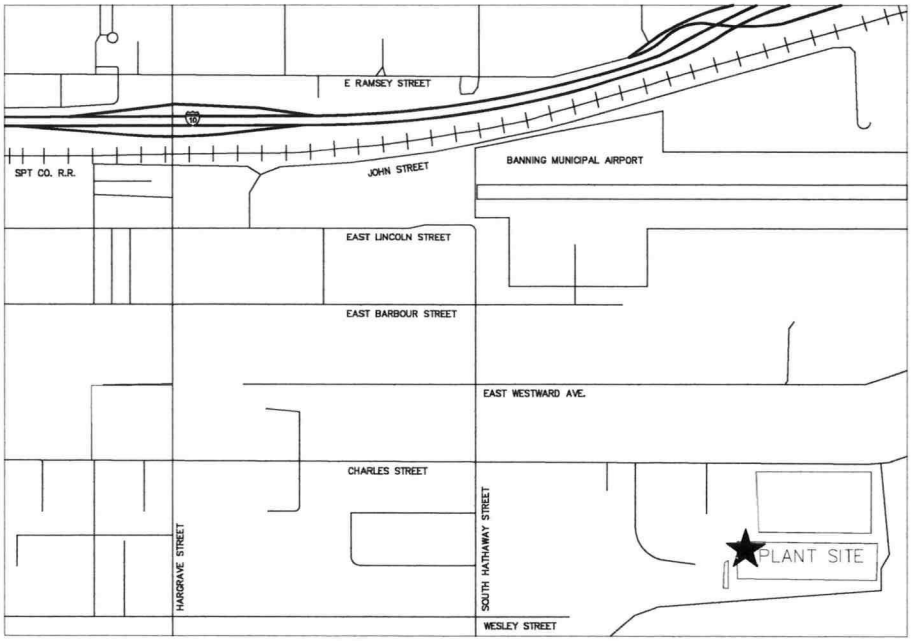
FILE: C:\USERS\JIRIS JIMENEZ\N2W ENGINEERING\N2W SERVER - SERVER (J)\PROJECTS\105-CITY OF BANNING\105-0002 OWNER ADVISOR W&WWTP\6. PROJECT ENGINEERING AND DESIGN\06.01_PRELIMINARY DESIGN\DESIGN DRAWING\105-0002 G 03 19 2024_RECOVER.DWG



NORTH

VICINITY MAP

NOT TO SCALE



NORTH

PROJECT LOCATION MAP

NOT TO SCALE

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BANNING, CA 92220

PROJECT: BANNING WWTP
2242 CHARLES STREET
BANNING, CA 92220

TITLE: VICINITY AND LOCATION MAP

PROJECT NO. 105-0002

ORIGINAL SHEET SIZE ANSI-D

SHEET: G-102

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MATERIALS IN PLAN/SECTION

- AGGREGATE BASE
- GRAVEL
- ASPHALT CONCRETE PAVING
- NEW CONCRETE
- MASONRY OR CONCRETE BLOCK
- GRATING
- CHECKER PLATE
- STEEL
- ALUMINUM
- OPENING OR DEPRESSION IN SLAB OR WALL
- SURVEYED POINT
- EXISTING CONTOUR
- GROUND LINE
- BUSHES OR TREE LINE
- SHRUBS OR TREE
- EXISTING SEWER LINE
- EXISTING ELECTRIC OR TELEPHONE
- EXISTING GAS LINE
- EXISTING WATER LINE
- STORM DRAIN
- PROPERTY LINE
- EXISTING FENCE
- NEW FENCE
- TO BE DEMOLISHED
- TO BE ABANDONED
- TO BE MODIFIED

SYMBOLS

- CENTERLINE
- DIAMETER
- ANGLE
- AT
- NUMBER OR POUND
- C.B. — CATCH BASIN OR INLET
- SB-1 — TEST BORINGS (SB OR B) DRILL HOLE (DH)
- B.M. — PAVEMENT BENCH MARK OR SURVEY MONUMENT
- W.M. — WATER METER
- G.M. — GAS METER
- C.O. — CLEAN OUT
- VALVES (EXIST, UTILITIES)
- T.P. — TELEPHONE, POWER OR LIGHT POLE
- GUY — GUY WIRE
- FIRE HYDRANT
- GLOBE VALVE
- BUTTERFLY VALVE OR DAMPER
- 3-WAY VALVE
- 4-WAY VALVE
- ANGLE VALVE
- SLUICE OR SLIDE GATE
- SLUDE OR STOP GATE
- AIR RELEASE AND VACUUM RELIEF COMBINATION VALVE

NOTE:

SEE DWG. G1-01 FOR ADDITIONAL SYMBOLS.

GENERAL ABBREVIATIONS

@	AT
A	AIR
ABAN	ABANDONED
ABT	ANCHOR BOLT
AC	ALTERNATING CURRENT, ASPHALT CONCRETE
AF	ANTIFOAM
ALUM	ALUMINUM
AMP	AMPERE
ANSI	AMERICAN NATIONAL STANDARDS INSTITUTE
APRX	APPROXIMATE
ARV	AIR RELEASE VALVE
AS	AIR SUPPLY
ASME	AMERICAN SOCIETY OF MECHANICAL ENGINEERS
ASTM	AMERICAN SOCIETY OF TESTING MATERIALS
ATM	ATMOSPHERE
AVG	AVERAGE
B	BLOWER
BC	BEGINNING OF CURVE
BET	BETWEEN
BFG	BLIND FLANGE
BFV	BUTTERFLY VALVE
BHP	BRAKE HORSEPOWER
BIO	BIOLOGICAL AGENT
BLDG	BUILDING
BM	BEAM
BMK	BENCHMARK
BOD	BIOLOGICAL OXYGEN DEMAND
BOS	BOTTOM OF STEEL
BOT	BOTTOM
BTU	BRITISH THERMAL UNIT
BV	BALL VALVE
BWW	BACKWASH WATER
°C	DEGREES CELSIUS
C	COMPRESSOR
C/C	CENTER TO CENTER
CAU	CAUSTIC
CB	CATCH BASIN
CF	CUBIC FEET
CFM	CUBIC FEET PER MINUTE
CH/OP	CHAIN OPERATED
CHKD	CHECKERED
CI	CAST IRON
CIP	CAST IN PLACE
CIRC	CIRCULAR
CJ	CONSTRUCTION JOINT
CL	CENTERLINE
CLR	CLEAR
CML&EC	CEMENT MORTAR LINED AND EPOXY COATED
CMLC	CEMENT MORTAR LINED AND COATED
CMP	CORRUGATED METAL PIPE
CMU	CONCRETE MASONRY UNIT
CO	CLEANOUT
COD	CHEMICAL OXYGEN DEMAND
COL	COLUMN
CON	CONCENTRIC
CONC	CONCRETE
CONN	CONNECTION
CONST	CONSTRUCTION
CONT	CONTINUOUS
COUP	COUPLING
CPVC	CHLORINATED POLYVINYL CHLORIDE
CST	CARBON STEEL
CTRC	CITRIC ACID
CTSK	COUNTERSUNK BOLT OR SCREW
CU	CUBIC
CV	CHECK VALVE
CYL	CYLINDER
D/B	DESIGN BUILD
DBD	DEFERRED BOLTING DEVICE
DBL	DOUBLE
DC	DIRECT CURRENT
DCV	DISK CHECK VALVE
DEG	DEGREE
DET	DETAIL
DH	DRILL HOLE
DI	DUCTILE IRON
DIA,ø	DIAMETER
DIAG	DIAGONAL
DIM	DIMENSION
DISCH	DISCHARGE
DN	DOWN
DP	DIFFERENTIAL PRESSURE
DWG	DRAWING
(E),EXIST	EXISTING
EA	EACH
EC	END OF CURVE
ECC	ECCENTRIC
EF	EACH FACE
EG	EXISTING GRADE
EJ	EXPANSION JOINT
ELB	ELBOW
ELEV	ELEVATION
EMBED	EMBEDDED
EP	EDGE OF PAVEMENT
EPC	EPOXY COATED
EPL	EPOXY LINED
EPLC	EPOXY LINED AND COATED
EQ	EQUAL
EQB	EQUALIZATION BASIN
ETM	ELAPSED TIME METER
EW	EACH WAY
°F	DEGREES FAHRENHEIT
F	FAN
FCA	FLANGED COUPLING ADAPTER
FDB	FLOW DISTRIBUTION BOX
FE	FINAL EFFLUENT
FG	FINISHED GRADE
FH	FIRE HYDRANT
FIG	FIGURE
FIN	FINISH
FL	FLOW LINE
FLEX	FLEXIBLE
FLG	FLANGE
FLR	FLOOR
FLT	FILTER
FOG	FAT, OIL, AND GREASE
FPM	FEET PER MINUTE
FPS	FEET PER SECOND
FPT	FEMALE PIPE THREAD
FRP	FIBER REINFORCED PLASTIC
FS	FINE SCREEN
FT	FEET OR FOOT
FTG	FOOTING
FU	FUEL
GA	GAUGE
GAC	GRANULAR ACTIVATED CARBON
GAL	GALLONS
GALV	GALVANIZED
GB	GRADE BREAK
GL	GROUND LINE
GO	GEAR OPERATED
GPH	GALLONS PER HOUR
GPM	GALLONS PER MINUTE
GRD	GRADE
GSP	GALVANIZED STEEL PIPE
GV	GATE VALVE
H	HEIGHT
HB	HOSE BIB
HDPE	HIGH DENSITY POLYETHYLENE
HGL	HYDRAULIC GRADE LINE
HMI	HUMAN MACHINE INTERFACE
HOA	HAND-OFF-AUTO
HORIZ	HORIZONTAL
HP	HORSEPOWER, HIGH PRESSURE
HR	HANDRAIL
HSS	HOLLOW STRUCTURE SURFACE
HWL	HIGH WATER LEVEL
HYDR	HYDRAULIC
HYDRO	HYDROPNEUMATIC
HZ	HERTZ
ID	INSIDE DIAMETER
IE	INVERT ELEVATION
IF	INSIDE FACE
IN	INCHES
INCL	INCLUDE
INSUL	INSULATION
INV	INVERT
IPG	INSTRUMENTATION PIPING
IRR	IRRIGATION
JOR	JOG-OFF-REMOTE
JT	JOINT
KGV	KNIFE GATE VALVE
LBS	POUNDS
LF	LINEAR FEET
LG	LENGTH, LONG, LIQUIFIED GAS
LL/BB	LONG LEG BACK-TO-BACK
LLH	LONG LEG HORIZONTAL
LLV	LONG LEG VERTICAL
LOR	LOCAL-OFF-REMOTE
LOS	LOCKOUT-STOP
LP	LOW PRESSURE
LR	LONG RADIUS
LT	LIGHT
M	MOTOR
MAX	MAXIMUM
MB	MACHINE BOLT
MBR	MEMBRANE BIOREACTOR
MCC	MOTOR CONTROL CENTER
MFR	MANUFACTURER
MGD	MILLION GALLONS PER DAY
MH	MANHOLE
MIL	0.001 OF AN INCH (OR 0.0254 mm)
MIN	MINIMUM
MJ	MECHANICAL JOINT
MPT	MALE PIPE THREAD
MW	MUNICIPAL WATER
(N)	NEW
N	NEUTRAL
NA	NOT APPLICABLE
NG	NATURAL GAS
NIC	NOT IN CONTRACT
NO.#	NUMBER
NOC	NORMALLY CLOSED
NOP	NORMALLY OPEN
NPS	NOMINAL PIPE SIZE
NPT	NATIONAL PIPE THREAD
NTS	NOT TO SCALE
NV	NEEDLE VALVE
OC	ON CENTER
OCA	OPEN-CLOSE-AUTO
OD	OUTSIDE DIAMETER
OFC	OUTSIDE FACE
OIT	OPERATOR INTERFACE TERMINAL
OPER	OPERATED, OPERATOR
OPNG	OPENING
ORT	ODOR REDUCTION TECHNOLOGY
OSC	OPEN-STOP-CLOSE
P	PUMP
PB	PULL BOX
PL	PLATE
PLBG	PLUMBING
PLC	PROGRAMMABLE LOGIC CONTROLLER
PLCS	PLACES
PNL	PANEL (ELECTRICAL)
POC	POINT OF CONNECTION
POI	POINT OF INTERSECTION
PP	POWER POLE
PPM	PARTS PER MILLION
PRESS	PRESSURE
PRV	PRESSURE REGULATING VALVE
PSF	POUNDS PER SQUARE FEET
PSI	POUNDS PER SQUARE INCH
PSIG	POUNDS PER SQUARE INCH GAUGE
PST	PUMP STATION
PSV	PRESSURE RELIEF VALVE
PT	POINT OF TANGENCY
PV	PLUG VALVE
PVC	POLYVINYL CHLORIDE
PVCP	POLYVINYL CHLORIDE PRESSURE PIPE
PVI	POINT OF VERTICAL INTERSECTION
R	RADIUS
RCP	REINFORCED CONCRETE PIPING
REBAR	REINFORCEMENT BARS
RED	REDUCER
REF	REFERENCE
REINF	REINFORCED, REINFORCING
REQ	REQUIRED
RND	ROUND
ROA	REVERSE-OFF-AUTO
RPM	REVOLUTIONS PER MINUTE
RR	REFRIGERANT RETURN
RSP	REVOLUTIONS PER SECOND
RW	RAW WATER
S	SLOPE, SEWER
S/S	START-STOP
SA	SAMPLE AIR
SAF	SUSPENDED AIR FLOTATION
SBR	SEQUENCING BATCH REACTOR
SCFM	STANDARD CUBIC FEET PER MINUTE
SCH	SCHEDULE
SCV	SHAFTLESS CONVEYOR
SD	STORM DRAIN
SECT	SECTION
SF	SQUARE FEET
SHT	SHEET
SIM	SIMILAR
SL	SLUDGE
SL/BB	SHORT LEG BACK-TO-BACK
SLV	SHORT LEG VERTICAL
SP	STATIC PRESSURE
SPEC	SPECIFICATIONS, SPECIAL
SPT	SAMPLE PORT
SQ	SQUARE
SS	STAINLESS STEEL
STA	STATION
STD	STANDARD
STIFF	STIFFENER
STL	STEEL
STMW	STORMWATER
STRUCT	STRUCTURE, STRUCTURAL
SUP	SUPPORT
SV	SOLENOID VALVE
SYM	SYMMETRICAL
T&G	TONGUE AND GROOVE
T/B	TOP AND BOTTOM
TEFC	TOTALLY ENCLOSED, FAN COOLED
TEL	TELEPHONE
THK,t	THICKNESS
TK	TANK
TOC	TOP OF CONCRETE
TOS	TOP OF STEEL
TSS	TOTAL SUSPENDED SOLIDS
TW	TREATED WATER
TYP	TYPICAL
UG	UNDERGROUND
UON	UNLESS OTHERWISE NOTED
V	VALVE, VOLT, VOLTAGE
VCP	VITRIFIED CLAY PIPE
VERT	VERTICAL
VFD	VARIABLE FREQUENCY DRIVE
VLT	VAULT
W/	WITH
W/O	WITHOUT
WC	WATER COLUMN
WL	WATER LEVEL
WP	WORK POINT
WS	WATER SURFACE
WT	WEIGHT
WW	WASTEWATER
WWF	WELDED WIRE FABRIC
YD	YARD

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CLIENT: CITY OF BANNING
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BANNING, CA 92220

PROJECT: BANNING WWTP
2242 CHARLES STREET
BANNING, CA 92220

TITLE: SYMBOLS AND ABBREVIATIONS I

STATUS: PRELIMINARY

PLOT DATE: 7/9/2024 4:19 PM

PROJECT NO: 105-0002

ORIGINAL SHEET SIZE: ANSI-D

SHEET: G-103

FILE: C:\USERS\JIM.KENEZ\N2W ENGINEERING\N2W SERVER - SERVER (1)\PROJECTS\105-CITY OF BANNING\105-0002 OWNER ADVISOR WB\WWTP\04_PROJECT ENGINEERING AND DESIGN\04.01_PRELIMINARY DESIGN\DESIGN DRAWING\105-0002 G 03 19 2024_RECOVER.DWG

PROCESS FLOW ABBREVIATION

AA	AERATION AIR	SCN	SCREENINGS
AGA	AGITATION AIR	SE	SECONDARY EFFLUENT
BD	BOTTOM DRAIN	SH	SODIUM HYPOCHLORITE
BW	BACKWASH	SLC	SLUDGE CAKE
CA	COMPRESSOR AIR	SN	SUPERNATANT
CD	CHEMICAL DRAIN AND VENT	SPD	SUMP PUMP DISCHARGE
CLS	CIRCULATED SLUDGE	SSC	SECONDARY SCUM
CS	CAUSTIC SODA	SW	SEAL WATER
D/DRN	DRAIN	TD	TANK DRAIN
DG	DIGESTER GAS	TFE	TRICKLING FILTER EFFLUENT
DS/DSL	DIGESTED SLUDGE	TO	THICKENER OVERFLOW
DSL (AB)	DIGESTED SLUDGE (ABANDONED)	TSL	THICKENED SLUDGE
EA	EXHAUST AIR	TWAS	THICKENED WASTE ACTIVATED SLUDGE
EFF	EFFLUENT	UW	UTILITY WATER
ELEC	ELECTRICAL	VAC	VACUUM
EX	ENGINE EXHAUST	VT	VENT
FA	FOUL AIR	W	WATER
FC	FERRIC CHLORIDE	WAS	WASTE ACTIVATED SLUDGE
FD	FLOOR DRAIN	WG	WASTE GAS
FM	FORCE MAIN (SEWER)	WW	WASTE WATER
FW	FIRE WATER		
G	GAS LINES		
GR	GRIT		
GRE	GREASE		
HPDG	HIGH PRESSURE DIGESTER GAS		
HS	HEATED SLUDGE		
HW	HOT WATER		
HWR	HOT WATER RETURN		
HWS	HOT WATER SUPPLY		
IA	INSTRUMENT AIR		
INF	INFLUENT		
LAT	LATERAL (SEWER)		
LO	ENGINE LUBE OIL		
LPG	LIQUIFIED PETROLEUM GAS		
ML	MIXED LIQUOR		
MLR	MIXED LIQUOR RETURN		
MLSS	MIXED LIQUOR SUSPENDED SOLIDS		
OF	OVERFLOW		
PD	PUMPED DRAIN, PLANT DRAIN		
PE	PRIMARY EFFLUENT, PLANT EFFLUENT		
PG	PROPANE GAS		
PI	PRIMARY INFLUENT, PLANT INFLUENT		
PMT	PERMEATE		
POL	POLYMER		
PPW	PLANT PROCESS WATER		
PS	PRIMARY SLUDGE		
PSC	PRIMARY SCUM		
PW	POTABLE WATER		
RAS	RETURN ACTIVATED SLUDGE		
RSL	RAW SLUDGE		
SBD	SLUDGE BED DECANT		
SBN	SUBNATANT		
SC	SCUM		

EQUIPMENT DESIGNATIONS

DESIGNATION	EQUIPMENT	DESIGNATION	EQUIPMENT
AAB	AERATION AIR BLOWER	MBR	MEMBRANE BIOREACTOR
AB	AGITATION AIR BLOWER	MBS	MECHANICALLY CLEANED BAR SCREEN
AMX	ANOXIC MIXER	MLRP	MIXED LIQUOR RECYCLE PUMP
BF	BIOFILTER	MX	MECHANICAL MIXER
BLR	BOILER	PAC	PRESSURIZATION AIR COMPRESSOR
BRP	BOILER RECIRCULATION PUMP	PCP	POLYMER CIRCULATION PUMP
BSC	BAR SCREEN	PF	PROCESS FAN
CCT	CHLORINE CONTACT TANK	PFP	POLYMER FEED PUMP
CP	AIR COMPRESSOR	PFT	POLYMER FEED TANK
DAFT	DISSOLVED AIR FLOATION THICKENER	PTK	PRESSURIZATION TANK
DGB	DIGESTER WASTE GAS BURNER (FLARE)	PWP	PLANT WATER PUMP
DIG	DIGESTER	RSP	RAS PUMP
DRP	DAF RECYCLE PUMP	SCC	SCREENINGS COMPACTOR
DSP	DRAINAGE SUMP PUMP	SDG	STANDBY DIESEL POWER GENERATOR
GP	GRIT PUMP	SG	SLUICE GATE
GRP	GREASE PUMP	SGR	SLUDGE GRINDER
GRT	GRIT REMOVAL TANK	SLG	SLIDE GATE
HEX	HEAT EXCHANGER	SMX	STATIC MIXER
HPT	HYDRO-PNEUMATIC TANK	SSP	SECONDARY SCUM PUMP
HWP	HOT WATER PUMP	TSP	TWAS PUMP
IGR	IN-LINE GRINDER	UCP	UNIT CONTROL PANEL
IP	INFLUENT PUMP	WSP	WAS PUMP

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REV.	DATE	DESCRIPTION

DESIGNED BY: DRAWN BY: CHECKED BY: APPROVED BY:

STATUS: PRELIMINARY

PLOT DATE: 7/9/2024 4:19 PM

CLIENT: CITY OF BANNING
99 E. RAMSEY STREET
BANNING, CA 92220

PROJECT: BANNING WWTP
2242 CHARLES STREET
BANNING, CA 92220

TITLE: SYMBOLS AND ABBREVIATIONS II

PROJECT NO: 105-0002

ORIGINAL SHEET SIZE: ANSI-D

SHEET: G-104

FILE: C:\USERS\JRS JIMENEZ\N2W ENGINEERING\N2W SERVER - SERVER (1)\PROJECTS\105-CITY OF BANNING\105-0002 OWNER ADVISOR W&WWTP\6. PROJECT ENGINEERING AND DESIGN\06.01_PRELIMINARY DESIGN\DESIGN DRAWING\105-0002 G 03 19 2024_RECOVER.DWG

DESIGN INFLUENT WASTEWATER FLOW

ITEM	UNIT	EXISTING	UPGRADE
AVERAGE DAILY FLOW	MGD	3.6	
MAX DAY FLOW	MGD	7.2	
INFLUENT WASTEWATER CHARACTERISTICS			
BOD	MG/L	317	
TSS	MG/L	318	
TOTAL NITROGEN	MG/L	>60	

DESIGN EFFLUENT QUALITY

ITEM	UNIT	EXISTING	UPGRADE
BOD	MG/L	30	<5
TOTAL INORGANIC NITROGEN	MG/L	22	<7.5
TSS	MG/L	30	<5

PRIMARY TREATMENT

ITEM	UNIT	EXISTING	UPGRADE
HEADWORKS			
MECHANICAL BAR SCREEN	NUMBER	1	
CAPACITY	MGD	5	
OPENING SIZE	IN.	0.25	
MANUAL BAR SCREEN	NUMBER	1	
OPENING SIZE	IN.	1.5	
COMPACTOR	NUMBER	1	
CAPACITY	CU. FT/HR	133	
GRIT BASIN	NUMBER	1	
DIAMETER	FT	18	
GRIT WASHER/CYCLONE	NUMBER	1	
CAPACITY, EACH	MGD	3.6	
FERRIC SULFATE FEED PUMP	NUMBER	2	
CAPACITY, EACH	GPH	28	
MOTOR, EACH	HP	0.5	
HEAD, EACH	PSI	150	
STORAGE CAPACITY	GAL	2000	
PRIMARY CLARIFIERS	NUMBER	2	1 (OPTIONAL)
WEST TANK			
DESIGN FLOW RATE	MGD	1.6	
DIAMETER	FT	45	
SIDE WATER DEPTH	FT	6.5	
EAST TANK			
DESIGN FLOW RATE	MGD	2	
DIAMETER	FT	50	
SIDE WATER DEPTH	FT	7	
NEW TANK			
DESIGN FLOW RATE	MGD		2
DIAMETER	FT		50
SIDE WATER DEPTH	FT		7
EQ BASIN STATION PUMPS (BY OTHERS)	NUMBER		3
CAPACITY, EACH	MGD		3.6
MOTOR, EACH	HP		70
EQ BASIN VOLUME	MG		2.1

NOTE:
(1) TO BE USED FOR MBR SYSTEM AND CHLORINE CONTACT TANK
(2) CONVERT EXISTING SECONDARY DIGESTER TO PRIMARY DIGESTER
(3) ALL DRAWINGS ARE CONCEPTUAL AND SUBJECT TO CHANGE BY THE DESIGN BUILD ENTITY.

SECONDARY TREATMENT

ITEM	UNIT	EXISTING	EXPANSION
MECHANICAL FINE SCREEN	NUMBER		2+1
CAPACITY, EACH	MGD		3.6
OPENING SIZE	MM		2
MEMBRANE BIOREACTOR (MBR) UNIT			
AERATION BASIN, EACH (L, W, D)	FT		120, 30, 18
NO. OF BASINS	NUMBER		4 (3+1)
MEMBRANE TANK, EACH (L, W, H)	FT		45, 13, 10
NO. OF TRAINS	NUMBER		4
DESIGN MLSS	MG/L		6,000 – 8,000
DESIGN SYSTEM SRT	DAY		20
MBR FEED PUMPS	NUMBER		3+1
CAPACITY, EACH	GPM		4,200
MOTOR, EACH	HP		40
PERMEATE/BACKPULSE PUMPS	NUMBER		3+1
CAPACITY, EACH	GPM		840
MOTOR, EACH	HP		10
WAS PUMPS	NUMBER		1+1
CAPACITY, EACH	GPM		50
MOTOR, EACH	HP		5
MBR CHEMICAL FEED SYSTEM			
CITRIC ACID PUMP	NUMBER		1+1
CAPACITY, EACH	GPH		6
MOTOR, EACH	HP		1
HEAD, EACH	PSIG		60
SODIUM HYPO PUMP (NOTE 1)	NUMBER		2+1
CAPACITY, EACH	GPH		6
MOTOR, EACH	HP		1
HEAD, EACH	PSIG		60
STORAGE CAPACITY	GAL		2500
AERATION BLOWERS	NUMBER		3+1
CAPACITY, EACH	SCFM		1,400
MOTOR, EACH	HP		100
AIR SCOUR BLOWERS	NUMBER		3+1
CAPACITY, EACH	SCFM		800
MOTOR, EACH	HP		40
AIR COMPRESSOR	NUMBER		2
CAPACITY, EACH	SCFM		26
MOTOR, EACH	HP		7.5
HEAD, EACH	PSIG		125

DISINFECTION

ITEM	UNIT	EXISTING	EXPANSION
CHLORINE CONTACK TANK	NUMBER	1	3
NUMBER OF PASSES	NUMBER	5	3
DIMENSIONS OF EACH TANK (L, W, D)	FT	60x20x12	96x20x9
CHLORINE CONTACT TANK EFFLUENT PUMP	NUMBER		1+1
CAPACITY, EACH	GPM		694
MOTOR, EACH	HP		15
HEAD, EACH	FT		50

FILTRATION

ITEM	UNIT	EXISTING	EXPANSION
REVERSE OSMOSIS (RO) UNIT (OPTIONAL)	NUMBER		4+1
PERMEATE CAPACITY, EACH	MGD		0.4
RECOVERY	%		93

BIOSOLIDS PROCESSING

ITEM	UNIT	EXISTING	EXPANSION
MECHANICAL THICKENER	NUMBER	1	1
INFLUENT SLUDGE FLOW, EACH	GPM		50
DAILY SLUDGE GENERATION	LBS/DAY		8,000
NEAT POLYMER 40% FEED PUMP	NUMBER	2	1+1
CAPACITY, EACH	GPH	0–25	1
MOTOR, EACH	HP		0.5
HEAD, EACH	PSI		60
ANAEROBIC PRIMARY DIGESTERS	NUMBER	2	1 (NOTE 2)
DIAMETER	FT	35	35
SIDE WATER DEPTH	FT	26	21
WATER SURFACE ELEVATION	FT	24	19
TOTAL VOLUME	GAL	172,718	136,735
SOLIDS RETENTION	DAYS	20	20
HEAT EXCHANGER	NUMBER		1
CAPACITY, EACH	GPM		100
MOTOR, EACH	HP		10
HEAD, EACH	FT		173
HOT WATER BOILER*	NUMBER	1	
CAPACITY, EACH	BTU/HR.	640,000	
HOT WATER CIRCULATION PUMPS	NUMBER	2	
CAPACITY, EACH	GPM	90	
HEAD, EACH	FT	90	
MOTOR, EACH	HP	–	
HEAT EXCHANGER	NUMBER	1	1
CAPACITY, EACH	BTU/HR.	300,000	415,000
SLUDGE DRYING BEDS	NUMBER	12	
DIMENSIONS OF EACH BED (L, W)	FT	135x25	

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CLIENT: CITY OF BANNING
99 E. RAMSEY STREET
BANNING, CA 92220

PROJECT: BANNING WWTP
2242 CHARLES STREET
BANNING, CA 92220

TITLE: DESIGN CRITERIA

PROJECT NO. 105-0002

ORIGINAL SHEET SIZE ANSI-D

SHEET: G-105

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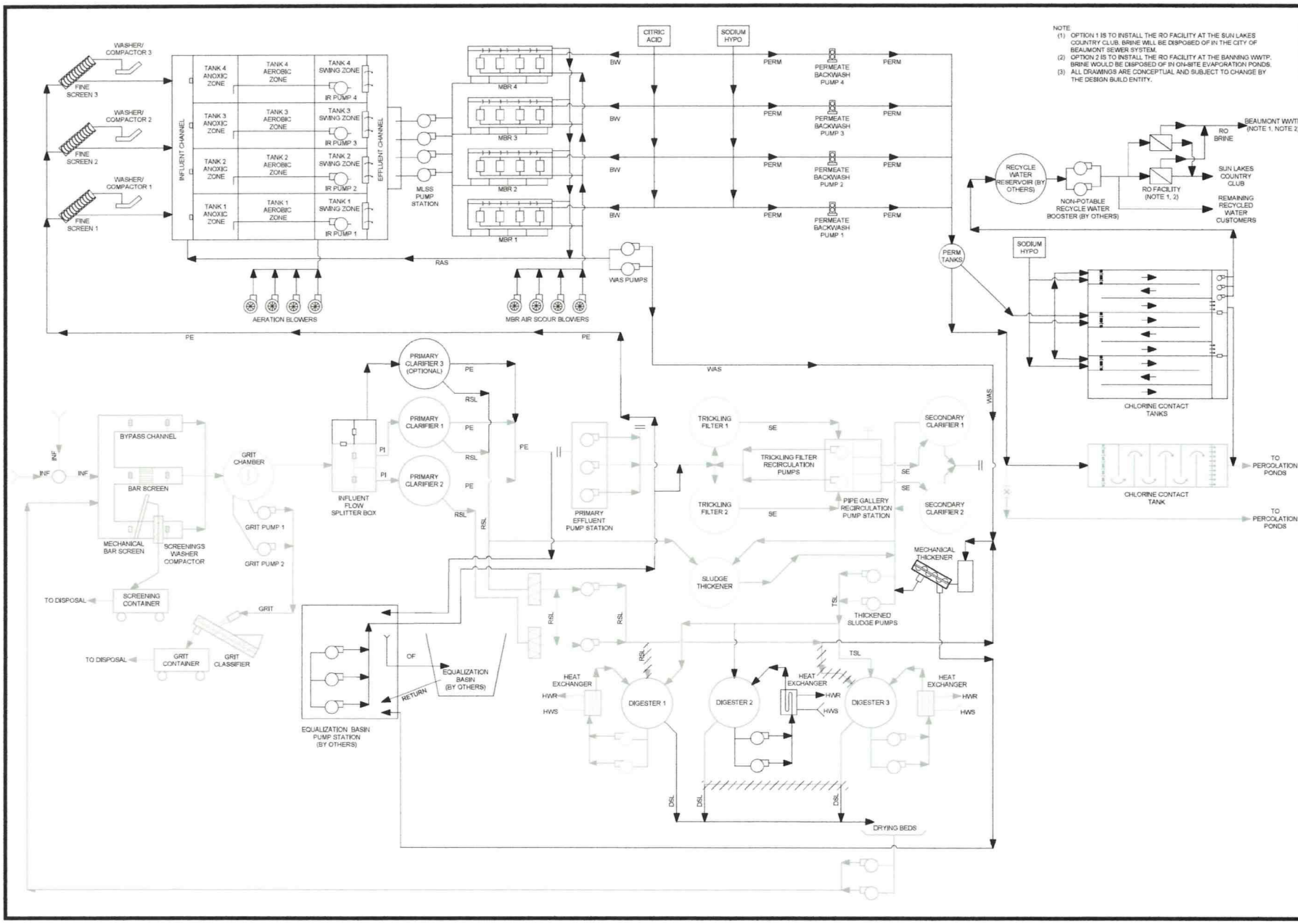

NOTE:
(1) OPTION 1 IS TO INSTALL THE RO FACILITY AT THE SUN LAKES COUNTRY CLUB. BRINE WILL BE DISPOSED OF IN THE CITY OF BEAUMONT SEWER SYSTEM.
(2) OPTION 2 IS TO INSTALL THE RO FACILITY AT THE BANNING WWTP. BRINE WOULD BE DISPOSED OF IN ON-SITE EVAPORATION PONDS.
(3) ALL DRAWINGS ARE CONCEPTUAL AND SUBJECT TO CHANGE BY THE DESIGN BUILD ENTITY.

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99 E. RAMSEY STREET
BANNING, CA 92220

PROJECT: BANNING WWTP
2242 CHARLES STREET
BANNING, CA 92220

TITLE: PROCESS FLOW DIAGRAM

PROJECT NO. 105-0002

ORIGINAL SHEET SIZE ANSI-D

SHEET: G-106

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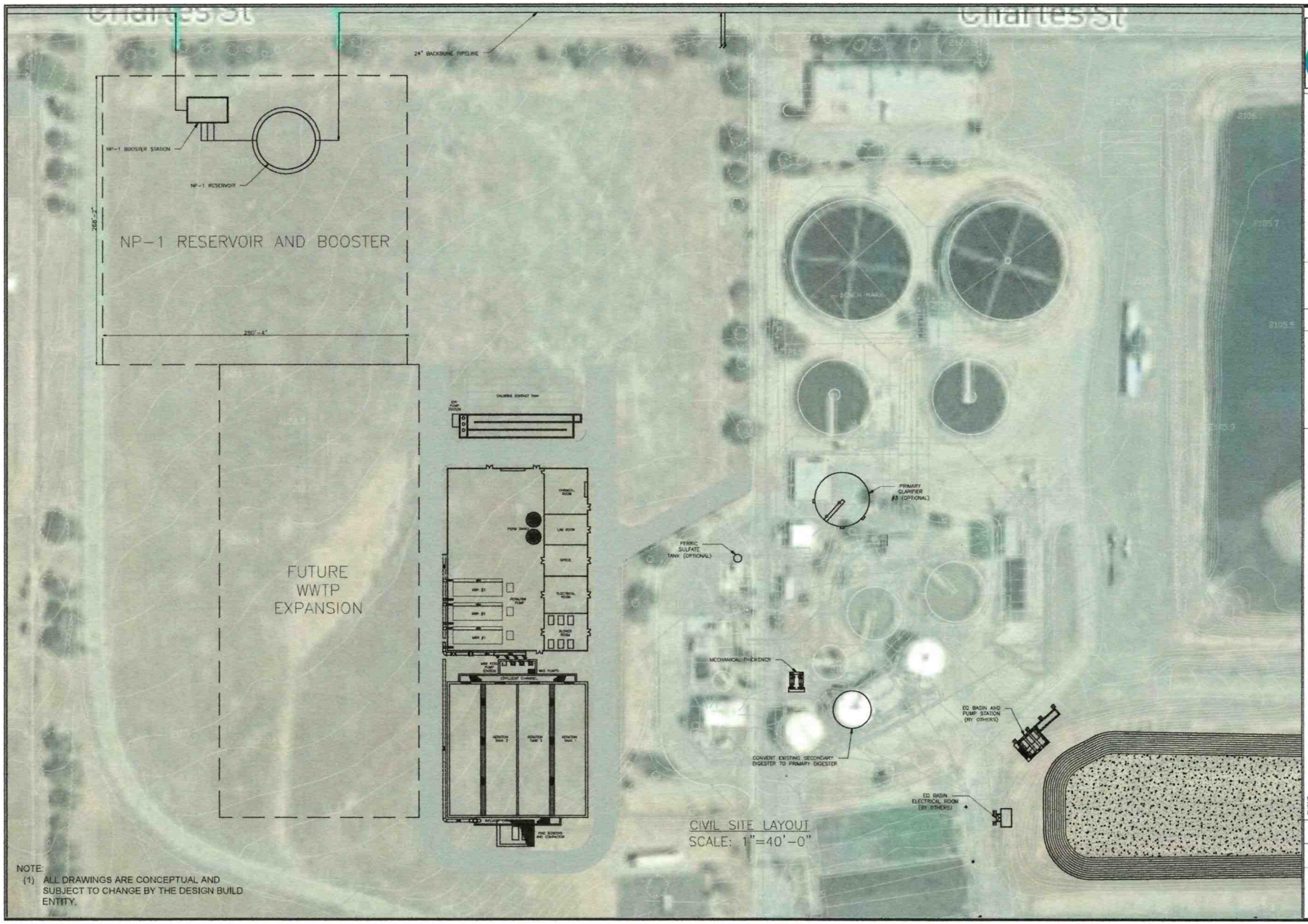

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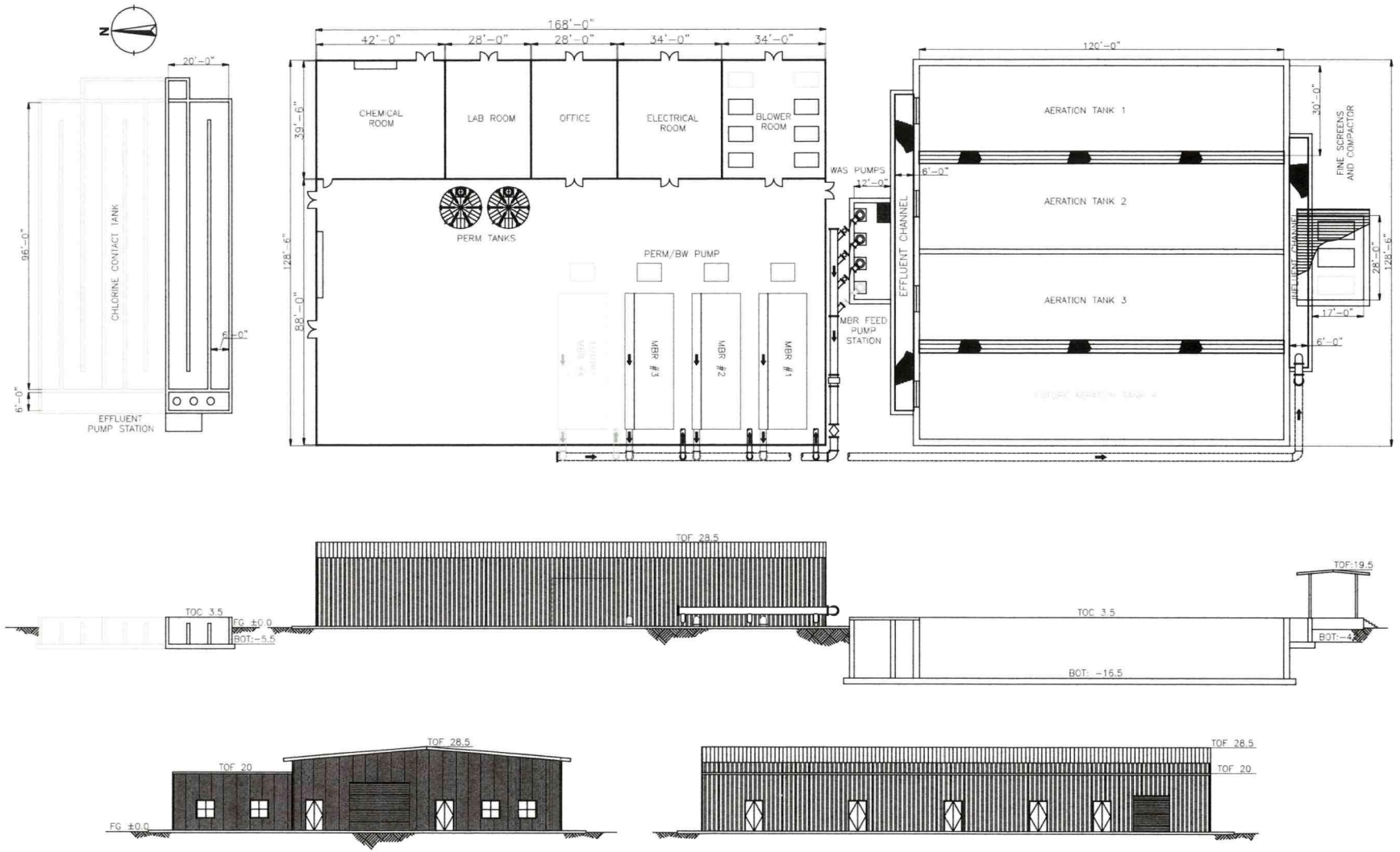
CLIENT: CITY OF BANNING
99 E. RAMSEY STREET
BANNING, CA 92220

PROJECT: BANNING WWTP
2241 CHARLES STREET
BANNING, CA 92220

TITLE: CIVIL SITE PLAN

PROJECT NO. 105-0002
ORIGINAL SHEET SIZE ANSI-D
SHEET: C-101

FILE: C:\USERS\RIS.JIMENEZ\N2W ENGINEERING\N2W SERVER - SERVER (J)\PROJECTS\105-CITY OF BANNING\105-002 OWNER ADVISOR W&WWTP\6. PROJECT ENGINEERING AND DESIGN\06.01_PRELIMINARY DESIGN\DESIGN DRAWINGS\BMI SITE PLAN JAMES WANG 02.28.2024.DWG



MECHANICAL PLAN AND SECTION
SCALE: 1/16"=1'-0"

NOTE:
(1) ALL DRAWINGS ARE CONCEPTUAL AND SUBJECT TO CHANGE BY THE DESIGN BUILD ENTITY.

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CLIENT: CITY OF BANNING
99 E. RAMSEY STREET
BANNING, CA 92220

PROJECT: BANNING WWTP
2242 CHARLES STREET
BANNING, CA 92220

TITLE: MECAHNICAL PLAN AND SECTION

PROJECT NO: 105-0002

ORIGINAL SHEET SIZE: ANSI-D

SHEET: M-101

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ABBREVIATIONS

@	AT	IN	INLET
APPROX	APPROXIMATELY	INFL	INFLUENT
ARV	AIR RELEASE VALVE	INV	INVERT
BF	BUTTERFLY VALVE	KV	KNIFE GATE VALVE
BLDG	BUILDING		
BLW	BLOWER	LF	LINEAR FEET
BOC	BOTTOM OF CONCRETE	LAM	LAMELLA CLARIFIER
BPR	BELT FILTER PRESS		
BPV	BACK PRESSURE VALVE	MAX	MAXIMUM
BV	BALL VALVE	MGD	MILLION GALLONS PER DAY
BW	BACKWASH	MFGR	MANUFACTURER
BWW	BACKWASH WATER	MH	MANHOLE
		MIN	MINIMUM
CB	CATCH BASIN	MJ	MECHANICAL JOINT
CEN	CENTRATE	MMC	MEMBRANE MODULE CASSETTE
CL	CENTERLINE	MO	MOTOR OPERATED
CML	CEMENT MORTAR LINED		
CML & EC	CEMENT MORTAR LINED AND EPOXY COATED	N	NORTH
CMLC	CEMENT MORTAR LINED AND COATED	NE	NORTHEAST
CONC	CONCRETE	NO.#	NUMBER
CONT	CONTINUATION	NTS	NOT TO SCALE
CPVC	CHLORINATED POLYVINYL CHLORIDE	NW	NORTHWEST
CS	CARBON STEEL		
CTRL	CONTROL CHECK VALVE	OD	OUTER DIAMETER
		OF	OVERFLOW
DC	DISK CHECK VALVE		
DIA, Ø	DIAMETER	PDS	DIFFERENTIAL PRESSURE SWITCH
DIM	DIMENSION	PG	PRESSURE GAUGE
DISCH	DISCHARGE	PI	PRESSURE INDICATOR
DR	DRAIN	PP	POLYPROPYLENE
DWG	DRAWING	PVC	POLYVINYL CHLORIDE
DV	DIAPHRAGM VALVE		
		RED	REDUCER
E	EAST	REINF	REINFORCED
EC	EPOXY COATED	REQ'D	REQUIRED
ECC	ECCENTRIC		
EFF	EFFLUENT	S	SOUTH
EJ	EXPANSION JOINT	SD	STORM DRAIN
ELEC	ELECTRICAL	SE	SOUTHEAST
EPC	EPOXY COATED	SH	SODIUM HYPOCHLORITE
EPL	EPOXY LINED	SLU	SLUDGE
EPLC	EPOXY LINED AND COATED	SP	SAMPLE PORT
EXIST	EXISTING	SS	STAINLESS STEEL
		ST	STREET
FAB	FABRICATED	STD	STANDARD
FF	FINISHED FLOOR	STL	STEEL
FG	FINISHED GRADE	STR	STRAINER
FIN	FINISH	SW	SOUTHWEST
FL	FLOOR		
FLG	FLANGE	TC	TOP OF CURB
FLT	FILTRATE	THK	THICKNESS
FRP	FIBER REINFORCED PLASTIC	TOC	TOP OF CONCRETE
FS	FINISHED SURFACE	TURB	TURBIDITY ANALYZER
		TW	TREATED WATER
GR	GRADE	TYP	TYPICAL
GV	GATE VALVE		
GW	GROUNDWATER	UW	UTILITY WATER
		US	ULTRASONIC
HDPE	HIGH DENSITY POLYETHYLENE		
HS	HYDROGEN SULFIDE	W	WEST
HYDRO	HYDROSTATIC	WT	WEIGHT
		WTR	WATER
		WS	WATER SURFACE
		WW	WASTE WATER

LABELING

REVISION VERSION

TW SCOPE OF SUPPLY, SUPPLIED AS PACKAGE AND/OR SKID.

TW SCOPE OF SUPPLY, LOOSE SUPPLY UNLESS OTHERWISE NOTED.

EQUIPMENT

CENTRIFUGAL PUMP

PROGRESSIVE CAVITY PUMP

ROTARY LOBE PUMP

PERISTALTIC PUMP

METERING PUMP

SUMP PUMP (BY OTHERS)

DIAPHRAGM PUMP

BOOSTER PUMP

MEMBRANE MODULE CASSETTE

CALIBRATION COULMN

PRESSURE DAMPENER

MECHANICAL/PIPING SYMBOLOGY

PIPING

SINGLE LINE	DOUBLE LINE	DESCRIPTION
		NEW PIPE
		ELBOW
		TEE
		CROSS
		REDUCER
		ECCENTRIC REDUCER
		FLANGED JOINT
		BLIND FLANGE
		MECHANICAL COUPLING
		GROOVED COUPLING

PIPE SIZING

MAXIMUM VELOCITY

AIR: 300 FT/MIN FORCE MAIN: 7 FT/S
SUCTION PIPING: 4 FT/S GRAVITY PIPE: 4 FT/S
DISCHARGE: 7 FT/S

VALVES

SINGLE LINE	DOUBLE LINE	DESCRIPTION
		BALL VALVE
		BUTTERFLY VALVE
		DIAPHRAGM VALVE
		GATE VALVE
		GLOBE VALVE
		KNIFE GATE VALVE
		NEEDLE VALVE
		PINCH VALVE
		PLUG VALVE
		THREE WAY BALL VALVE
		THREE WAY PLUG VALVE
		BALL CHECK VALVE
		CHECK VALVE
		DISC CHECK VALVE
		CONE VALVE
OR	OR	PRESSURE RELIEF VALVE
		PRESSURE REDUCING VALVE
		AIR RELEASE/VACUUM VALVE A = AIR RELEASE V = VACUUM
		PRESSURE REGULATING VALVE
S	S	SOLENOID VALVE
M	M	MOTOR OPERATED VALVE
		PNEUMATIC VALVE

MISCELLANEOUS

BACKFLOW PREVENTER

RESTRICTION ORIFICE PLATE

WYE STRAINER

FLEXIBLE HOSE OR TUBING

FLEXIBLE PIPING CONNECTION

LINE TURNING DOWN

LINE TURNING UP

BLIND FLANGE

PIPE BREAK

QUICK DISCONNECT CAM & GROOVE COUPLING

QUICK CONNECT FITTING

CAP OR PLUG

CLEANOUT

FLEXIBLE CONNECTOR

PRESSURE SAFETY ELEMENT

DIAPHRAGM

DRAIN

EJECTOR

SILENCER

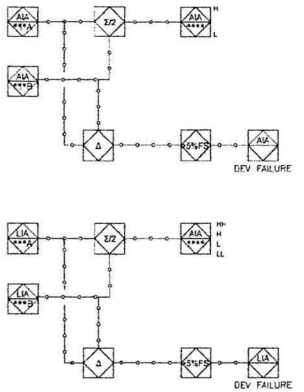
INLINE SILENCER

MAGNETIC FLOW METER

INLINE ROTAMETER

CONTAINMENT LEVEL SWITCH

REDUNDANT INSTRUMENT LOGIC



SIGNALING

ELECTRICAL LINE

DATA LINE

PNEUMATIC LINE

INTERLOCK

SUMMATION

DIFFERENCE

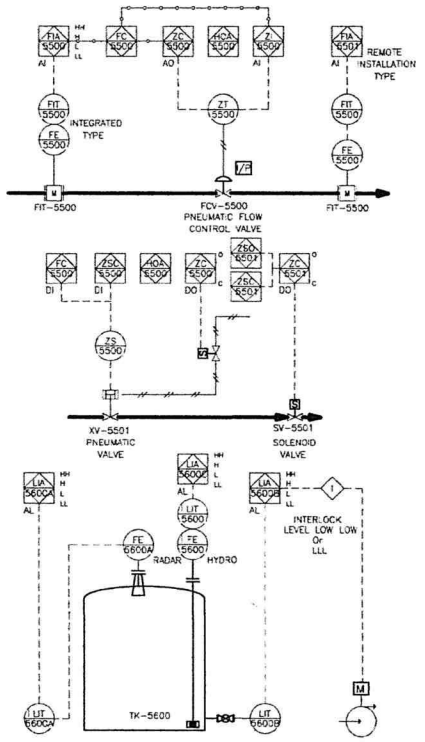
RADAR

NON CONTACTING RADAR LIT

ROTATING DEVICES:
TYPE 1: PUMP, DOL
TYPE 2 PUMP, VFD
TYPE 3 CHEMICAL PUMP, DOL
TYPE 4 CHEMICAL PUMP, STROKE CONTROLLER
TYPE 5 MIXER, DOL
TYPE 6 MIXER, VFD

ENCLOSURE:
JUCTION BOX (JB)
SOLENOID BOX (SB)
LOCAL OPERATION PANEL (LOP)
LOCAL CONTROL PANEL(LCP)
MAIN CONTROL PANEL (MCP)
POWER DISTRIBUTION PANEL (PDP)
ANALYZER INDICATOR CONTROLLER (AIC)
AIR MANIFOLD

AUTOMATIC VALVE:
XV-#### PNEUMATIC VALVE, ON/OFF VALVE
SV-#### SOLENOID VALVE, ON/OFF VALVE
MV-#### MOTORIZED VALVE, ON/OFF VALVE
FCV-#### FLOW CONTROL VALVE, MODULATING
PCV-#### PRESSURE CONTROL VALVE, MODULATING



GENERAL NOTES

NZW ENGINEERING, INC.
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		DESIGNED BY: FL DRAWN BY: FL CHECKED BY: JW APPROVED BY: JW

STATUS:

PLOT DATE: 03.19.2024

CITY OF BANNING
99 E. RAMSEY STREET
BANNING, CA 92220

BANNING WWTP
2242 CHARLES STREET
BANNING, CA 92220

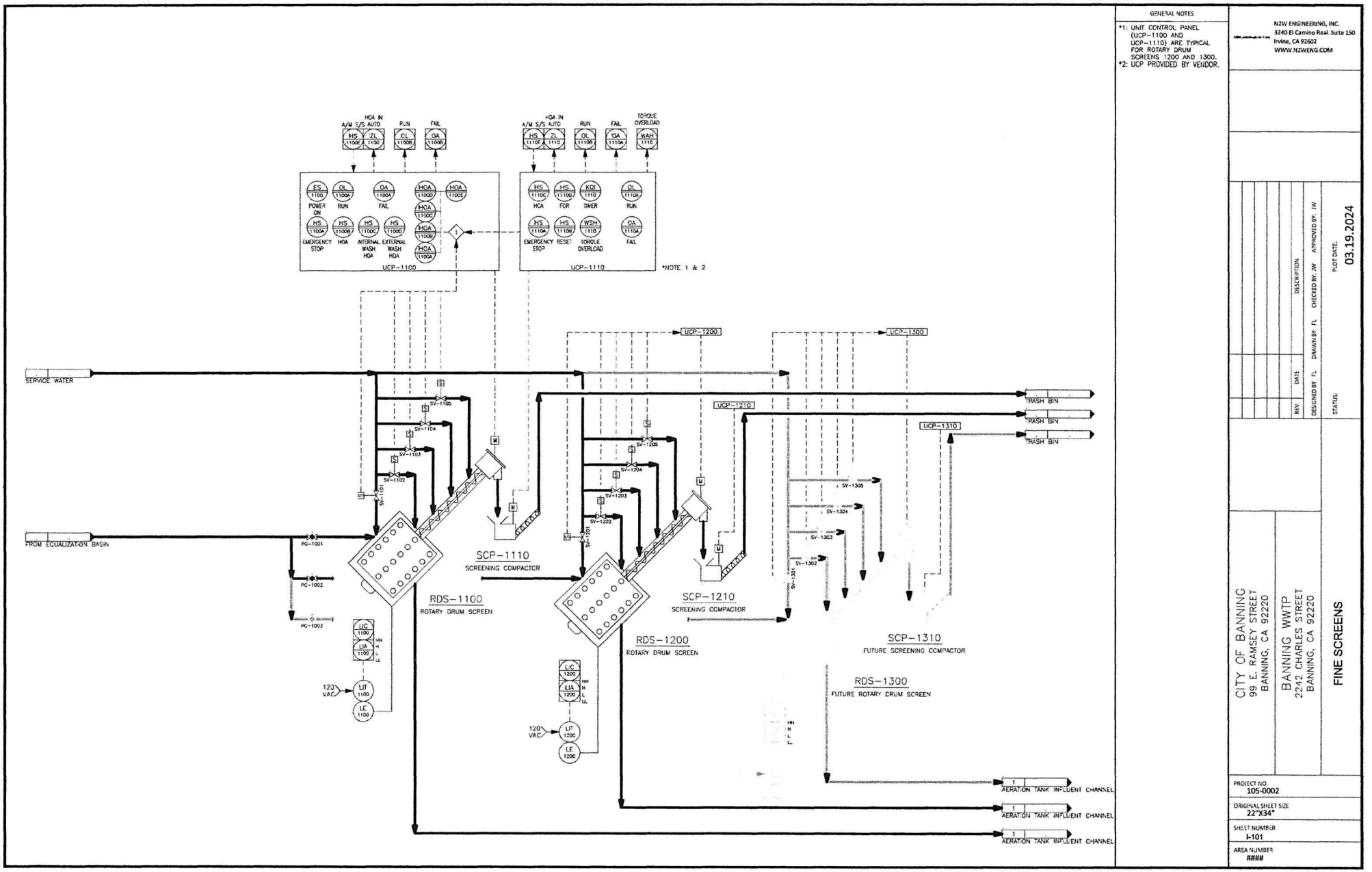
LEGEND

PROJECT NO.
105-0002

ORIGINAL SHEET SIZE
22"X34"

SHEET NUMBER
I-100

AREA NUMBER
####



GENERAL NOTES

*1: UNIT CONTROL PANEL (UCP-1100 AND UCP-1110) ARE TYPICAL FOR ROTARY DRUM SCREENS 1200 AND 1300.
*2: UCP PROVIDED BY VENDOR.

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BANNING WWTP
2242 CHARLES STREET
BANNING, CA 92220

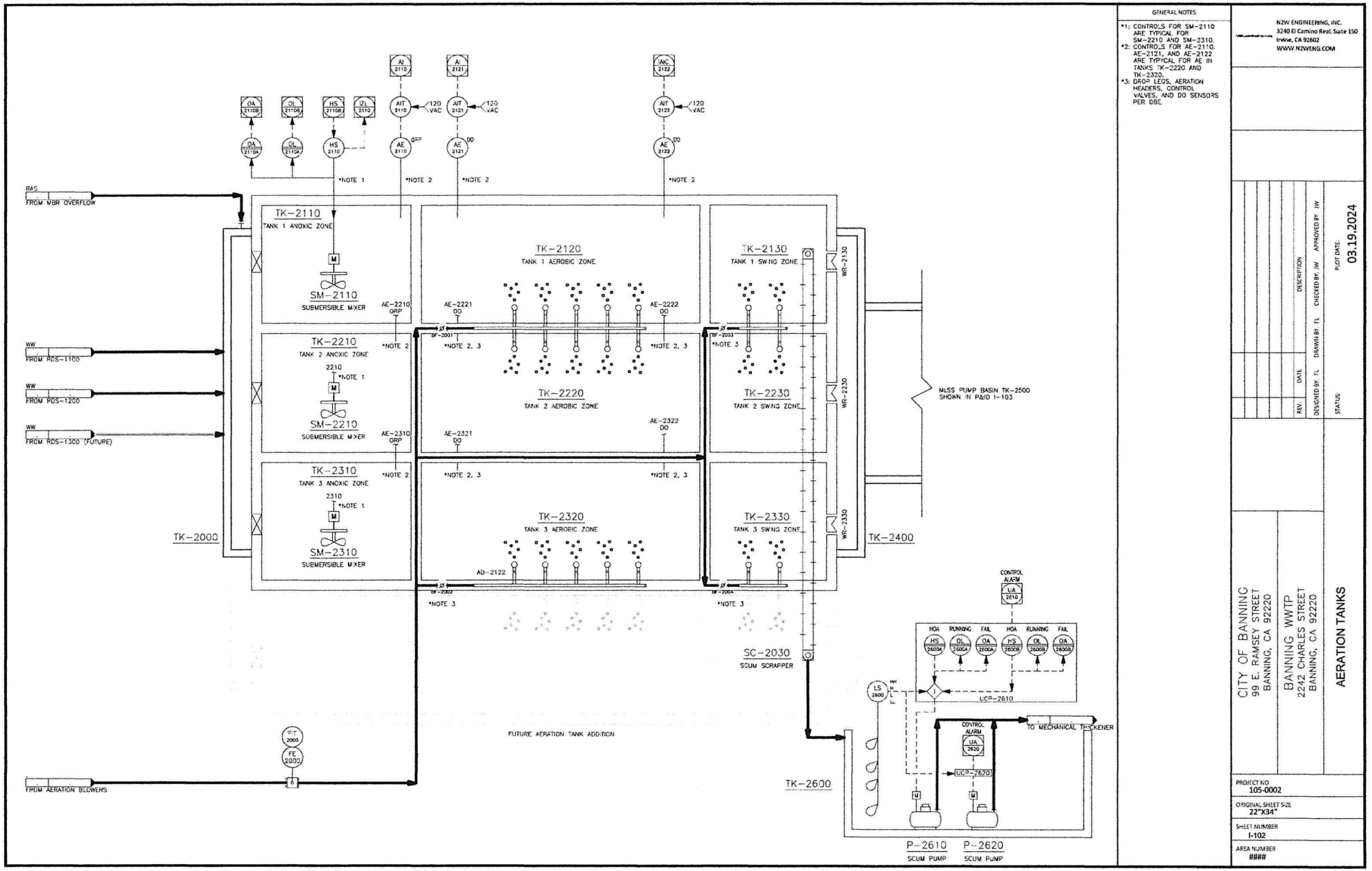
FINE SCREENS

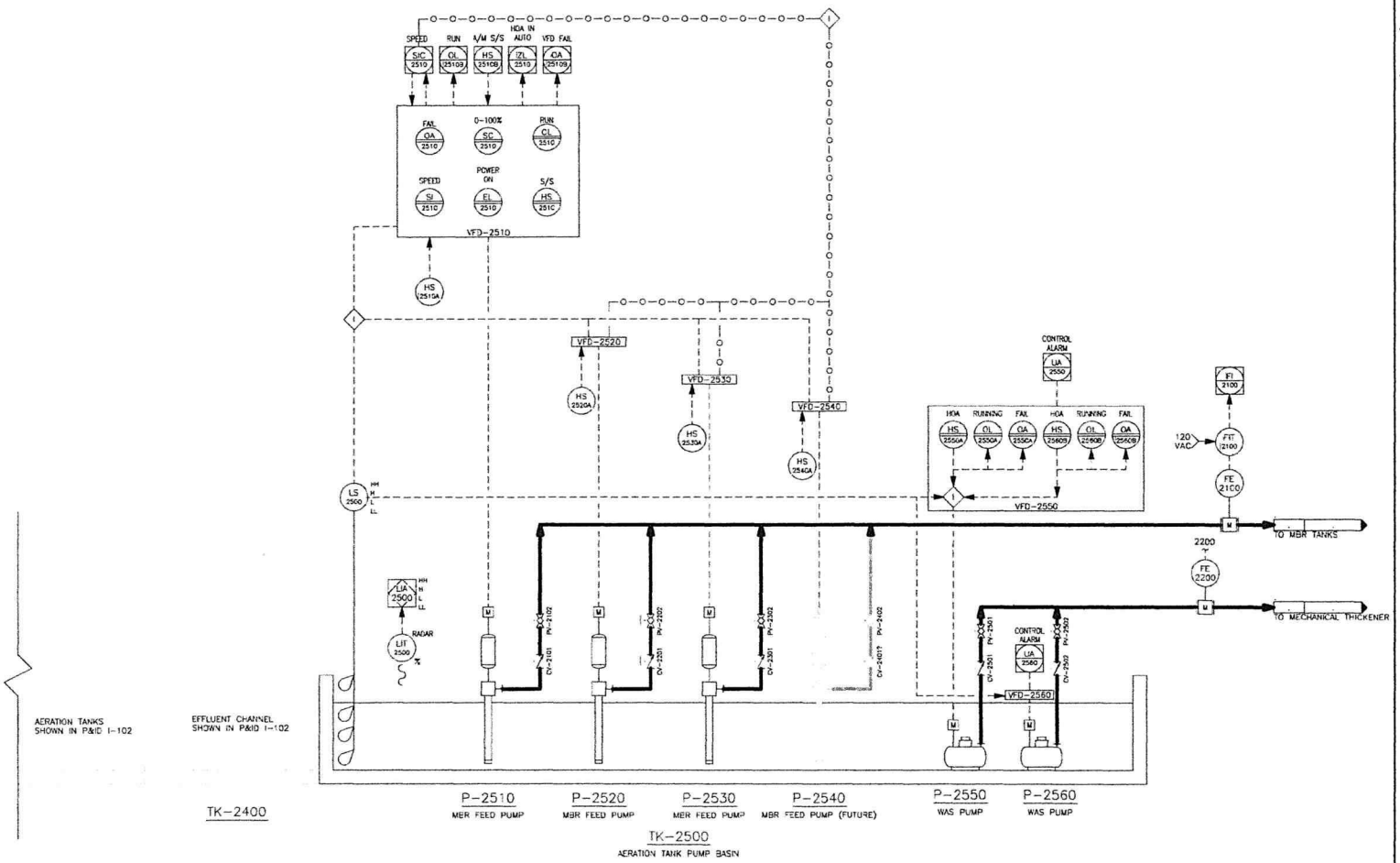
PROJECT NO.
105-0002

ORIGINAL SHEET SIZE
22"X34"

SHEET NUMBER
I-101

AREA NUMBER
####


GENERAL NOTES
*1: CONTROLS FOR SM-2110 ARE TYPICAL FOR SM-2210 AND SM-2310.
*2: CONTROLS FOR AE-2110, AE-2121, AND AE-2122 ARE TYPICAL FOR AE IN TANKS TK-2220 AND TK-2320.
*3: DROP LEGS, AERATION HEADERS, CONTROL VALVES, AND DO SENSORS PER DBE.
N2W ENGINEERING, INC.
3240 El Camino Real, Suite 150
Irvine, CA 92602
WWW.N2WENG.COM
RAS FROM MBR OVERFLOW
WW FROM PDS-1100
WW FROM PDS-1200
WW FROM PDS-1300 (FUTURE)
FROM AERATION BLOWERS
TK-2000
TK-2110 TANK 1 ANOXIC ZONE
SM-2110 SUBMERSIBLE MIXER
TK-2210 TANK 2 ANOXIC ZONE
SM-2210 SUBMERSIBLE MIXER
TK-2310 TANK 3 ANOXIC ZONE
SM-2310 SUBMERSIBLE MIXER
TK-2120 TANK 1 AEROBIC ZONE
TK-2220 TANK 2 AEROBIC ZONE
TK-2320 TANK 3 AEROBIC ZONE
TK-2130 TANK 1 SWING ZONE
TK-2230 TANK 2 SWING ZONE
TK-2330 TANK 3 SWING ZONE
TK-2400
MLSS PUMP BASIN TK-2500 SHOWN IN P&ID I-103
SC-2030 SCUM SCRAPPER
TK-2600
FUTURE AERATION TANK ADDITION
TO MECHANICAL THICKENER
P-2610 SCUM PUMP
P-2620 SCUM PUMP
UCP-2610
UCP-2620
CITY OF BANNING
99 E. RAMSEY STREET
BANNING, CA 92220
BANNING WWTP
2242 CHARLES STREET
BANNING, CA 92220
AERATION TANKS
PROJECT NO 105-0002
ORIGINAL SHEET SIZE 22"X34"
SHEET NUMBER I-102
AREA NUMBER ####
PLOT DATE: 03.19.2024
STATUS:
DESCRIPTION
DRAWN BY: FL
CHECKED BY: JW
APPROVED BY: JW
DESIGNED BY: FL
DATE
REV.



GENERAL NOTES

*1: EQUIPMENT CONTROLS AND INSTRUMENTS SHOWN ON THIS P&ID ARE CONNECTED TO PLC. EQUIPMENT CONTROLS SHOWN FOR MBR FEED PUMP P-2510 ARE TYPICAL FOR PUMPS P-2520, P-2530, AND P-2540.

*2: EQUIPMENT CONTROLS SHOWN FOR SUBMERSIBLE WAS PUMP P-2550 ARE TYPICAL FOR PUMP P-2560.

*3: FE/FIT 2000 SHALL TRANSMIT POSITIVE FLOW VALUES TO PLC.

N2W ENGINEERING, INC.
3240 El Camino Real, Suite 150
Irvine, CA 92602
WWW.N2WENG.COM

REV.	DATE	DESCRIPTION

DESIGNED BY: FL DRAWN BY: FL CHECKED BY: JW APPROVED BY: JW

STATUS:

PLOT DATE: 03.19.2024

CITY OF BANNING
99 E. RAMSEY STREET
BANNING, CA 92220

BANNING WWTP
2242 CHARLES STREET
BANNING, CA 92220

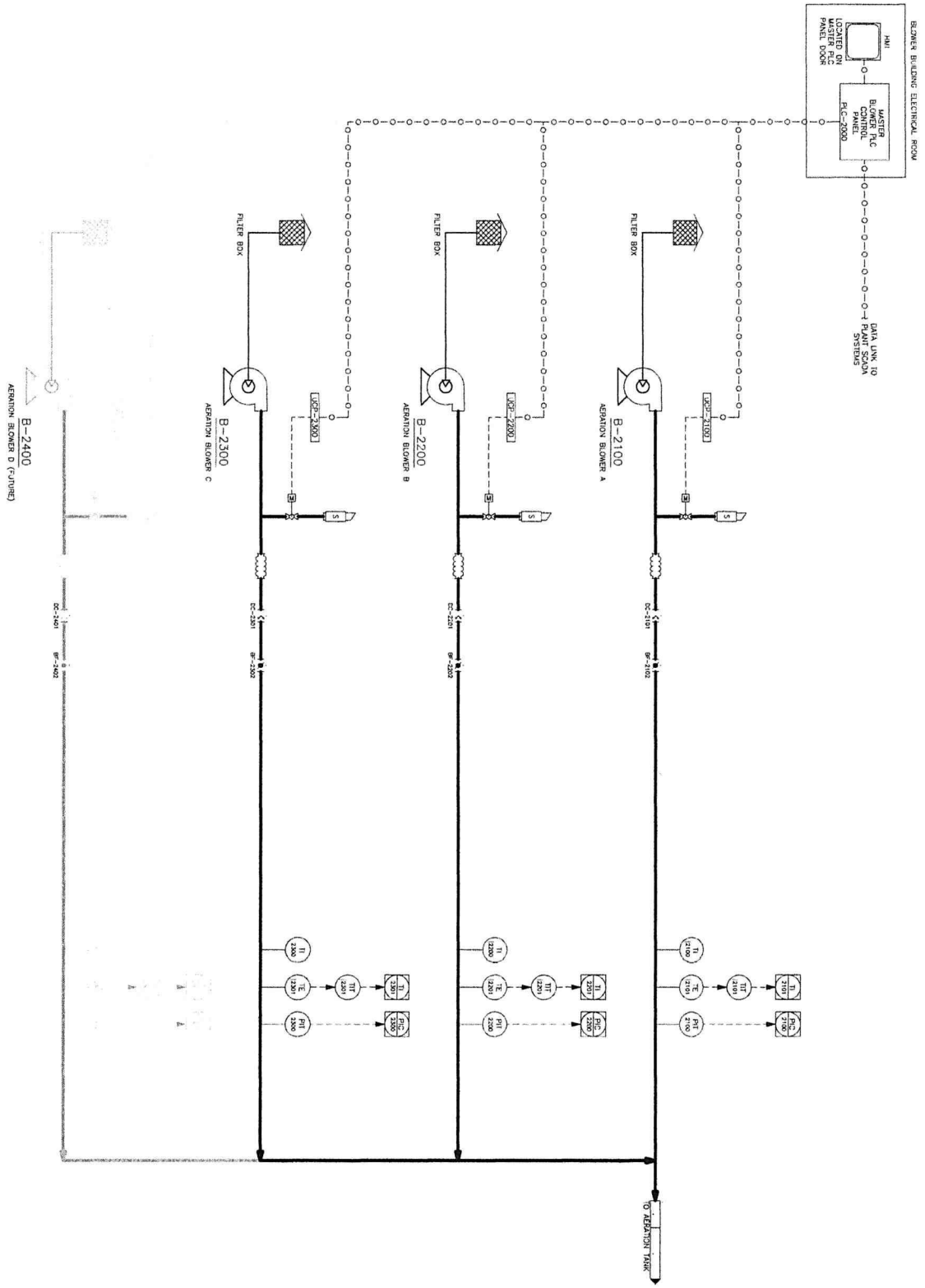
MBR FEED PUMPS

PROJECT NO.
105-0002

ORIGINAL SHEET SIZE
22"X34"

SHEET NUMBER
I-103

AREA NUMBER
####



GENERAL NOTES

CITY OF BANNING
99 E. RAMSEY STREET
BANNING, CA 92220

BANNING WWTP
2242 CHARLES STREET
BANNING, CA 92220

REV.	DATE	DESCRIPTION

DESIGNED BY: FL DRAWN BY: FL CHECKED BY: JW APPROVED BY: JW

AERATION BLOWERS

STATUS:

PLOT DATE: 03.19.2024

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Irvine, CA 92602
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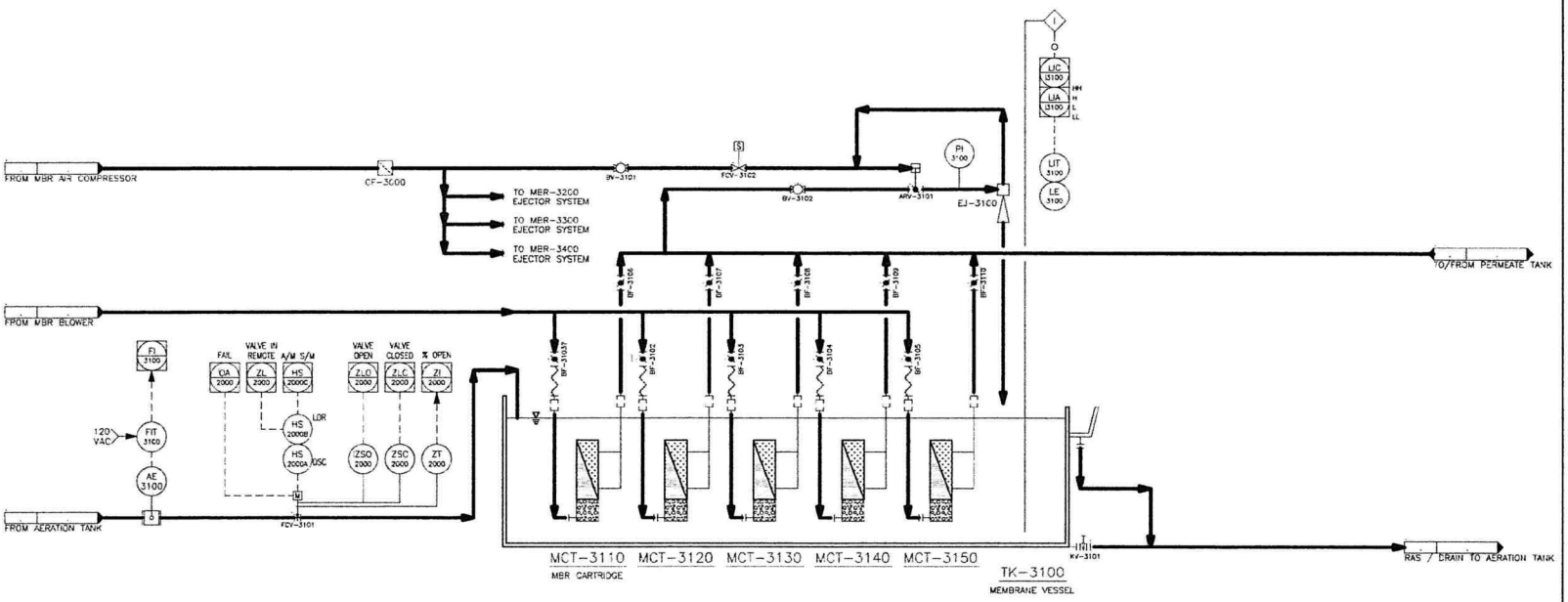
PROJECT NO: 105-0002
ORIGINAL SHEET SIZE: 22"X34"
SHEET NUMBER: I-104
AREA NUMBER: ####



MBR TANKS 3100-3400 INSTRUMENT TAG NUMBERS				
DESCRIPTION	MBR TANK 3100	MBR TANK 3200	MBR TANK 3300	MBR TANK 3400 (FUTURE)
MBR INLET FLOWMETER	FE/FIT-3100	FE/FIT-3200	FE/FIT-3300	FE/FIT-3400
MBR TANK LEVEL TRANSMITTER	LE/LIT-3100	LE/LIT-3200	LE/LIT-3300	LE/LIT-3400
MBR TANK INLET CONTROL VALVE	FCV-3101	FCV-3201	FCV-3301	FCV-3401
MBR TANK DRAIN VALVE	KV-3101	KV-3201	KV-3301	KV-3401
CASSETTE ISOLATION VALVES	BF-3106 BF-3107 BF-3108 BF-3109 BF-3110	BF-3206 BF-3207 BF-3208 BF-3209 BF-3210	BF-3306 BF-3307 BF-3308 BF-3309 BF-3310	BF-3406 BF-3407 BF-3408 BF-3409 BF-3410
PERMEATE HEADER ARV	ARV-3101	ARV-3102	ARV-3103	ARV-3104
AIR HEADER ISOLATION VALVES	BF-3101 BF-3102 BF-3103 BF-3104 BF-3105	BF-3201 BF-3202 BF-3203 BF-3204 BF-3205	BF-3301 BF-3302 BF-3303 BF-3304 BF-3305	BF-3401 BF-3402 BF-3403 BF-3404 BF-3405
COMPRESSED AIR HEAD HAND VALVE	BV-3101	BV-3201	BV-3301	BV-3401
COMPRESSED AIR HEAD SOLENOID VALVE	FCV-3102	FCV-3202	FCV-3302	FCV-3402
PERMEATE HEADER PRESSURE GAUGE	PI-3100	PI-3200	PI-3300	PI-3400
PERMEATE HEADER HAND VALVE	BV-3102	BV-3202	BV-3302	BV-3402
VACUUM EJECTOR	EJC-3100	EJC-3200	EJC-3300	EJC-3400

GENERAL NOTES

*1: P&ID SHOWN FOR MBR VESSEL TK-3100 IS TYPICAL FOR VESSELS TK-3200, TK-3300, AND TK-3400.

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REV. | DATE: | DESCRIPTION

PLOT DATE: 03.19.2024

STATUS:

CITY OF BANNING
99 E. RAMSEY STREET
BANNING, CA 92220

BANNING WWTP
2242 CHARLES STREET
BANNING, CA 92220

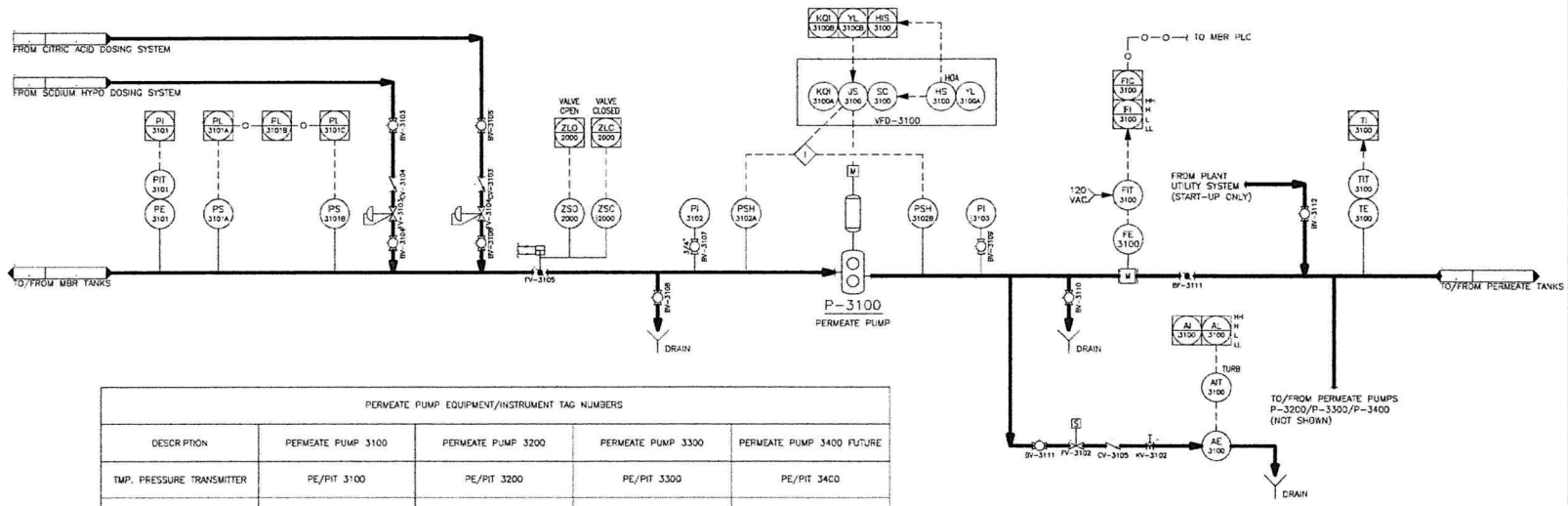
MEMBRANE BIOREACTORS

PROJECT NO.
105-0002

ORIGINAL SHEET SIZE
22"X34"

SHEET NUMBER
I-105

AREA NUMBER
####



PERMEATE PUMP EQUIPMENT/INSTRUMENT TAG NUMBERS

DESCRIPTION	PERMEATE PUMP 3100	PERMEATE PUMP 3200	PERMEATE PUMP 3300	PERMEATE PUMP 3400 FUTURE
TMP. PRESSURE TRANSMITTER	PE/PIT 3100	PE/PIT 3200	PE/PIT 3300	PE/PIT 3400
PRESSURE SWITCH 1	PSH-3101A	PSH-3201A	PSH-3301A	PSH-3401A
PRESSURE SWITCH 2	PSH-3101B	PSH-3201B	PSH-3301B	PSH-3401B
PERMEATE SUCTION ISOLATION VALVE	FV-3101	FV-3201	FV-3301	FV-3401
PERMEATE PUMP INLET PRESSURE INDICATOR	PI-3102	PI-3202	PI-3302	PI-3402
PERMEATE PUMP INLET PRESSURE SWITCH	PSH-3102A	PSH-3202A	PSH-3302A	PSH-3402A
PEARMEATE PUMP DISCHARGE PRESSURE SWITCH	PSH-3102B	PSH-3202B	PSH-3302B	PSH-3402B
PERMEATE PUMP DISCHARGE PRESSURE INDICATOR	PI-3103	PI-3203	PI-3303	PI-3403
PERMEATE MAG FLOW METER	FE/FIT-3100	FE/FIT-3200	FE/FIT-3300	FE/FIT-3400
PERMEATE PUMP INLET SAMPLE VALVE	BV-3108	BV-3208	BV-3308	BV-3408
PERMEATE PUMP DISCHARGE SAMPLE VALVE	BV-3110	BV-3210	BV-3310	BV-3410
PERMEATE PUMP DISCHARGE ISOLATION VALVE	BV-3111	BV-3211	BV-3311	BV-3411
TURBIDMETER INLET ISOLATION VALVE	BV-3111	BV-3211	BV-3311	BV-3411
TURBIDMETER INLET SOLENOID VALVE	FV-3102	FV-3202	FV-3302	FV-3402
TURBIDMETER INLET CHECK VALVE	CV-3105	CV-3205	CV-3305	CV-3405
TURBIDMETER HAND CONTROL VALVE	KV-3102	KV-3202	KV-3302	KV-3402
TURBIDMETER	AE/AIT-3100	AE/AIT-3200	AE/AIT-3300	AE/AIT-3400

GENERAL NOTES

*1: EQUIPMENT CONTROLS AN INSTRUMENTS SHOWN ON THIS P&ID ARE CONNECTED TO MBR VENDOR PLC.
*2: EQUIPMENT CONTROLS AND INSTRUMENTS SHOWN FOR PERMEATE PUMP P-3100 ARE TYPICAL FOR PERMEATE PUMPS P-3200, P-3300, AND P-3400.
*3: EQUIPMENT CONTROLS, INSTRUMENTS, AND VALVES SHOWN ON THIS P&ID ARE FURNISHED BY MBR VENDOR.
*4: PERMEATE PUMP VFD-3100, VFD-3200, VFD-3300, AND VFD-3400 ARE TO BE FURNISHED BY CONTRACTOR.
*5: FE/FIT 3100-3400 SHALL TRANSMIT POSITIVE FLOW VALUES TO PLC.

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REV.	DATE	DESCRIPTION
	DESIGNED BY: FL	DRAWN BY: FL CHECKED BY: JW APPROVED BY: JW

PLOT DATE: 03.19.2024
STATUS:

CITY OF BANNING
99 E. RAMSEY STREET
BANNING, CA 92220

BANNING WWTP
2242 CHARLES STREET
BANNING, CA 92220

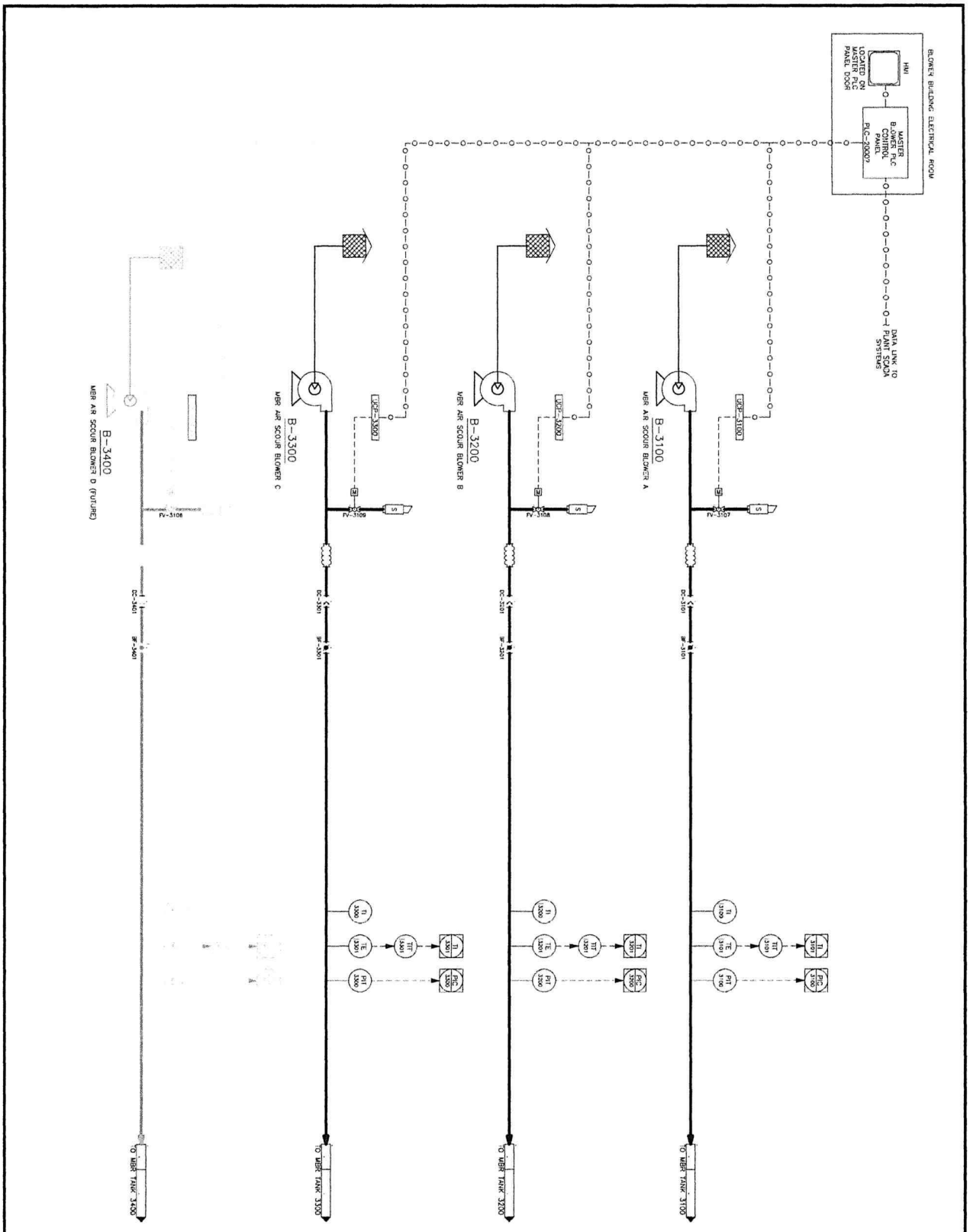
MBR PERMEATE PUMPS

PROJECT NO.
105-0002

ORIGINAL SHEET SIZE
22"X34"

SHEET NUMBER
I-106

AREA NUMBER
####



GENERAL NOTES

PROJECT NO.	105-0002
ORIGINAL SHEET SIZE	22"X34"
SHEET NUMBER	I-107
AREA NUMBER	####

CITY OF BANNING
99 E. RAMSEY STREET
BANNING, CA 92220

BANNING WWTP
2242 CHARLES STREET
BANNING, CA 92220

MBR BLOWERS

REV.	DATE	DESCRIPTION

DESIGNED BY: FL DRAWN BY: FL CHECKED BY: JW APPROVED BY: JW

STATUS: PLOT DATE: 03.19.2024

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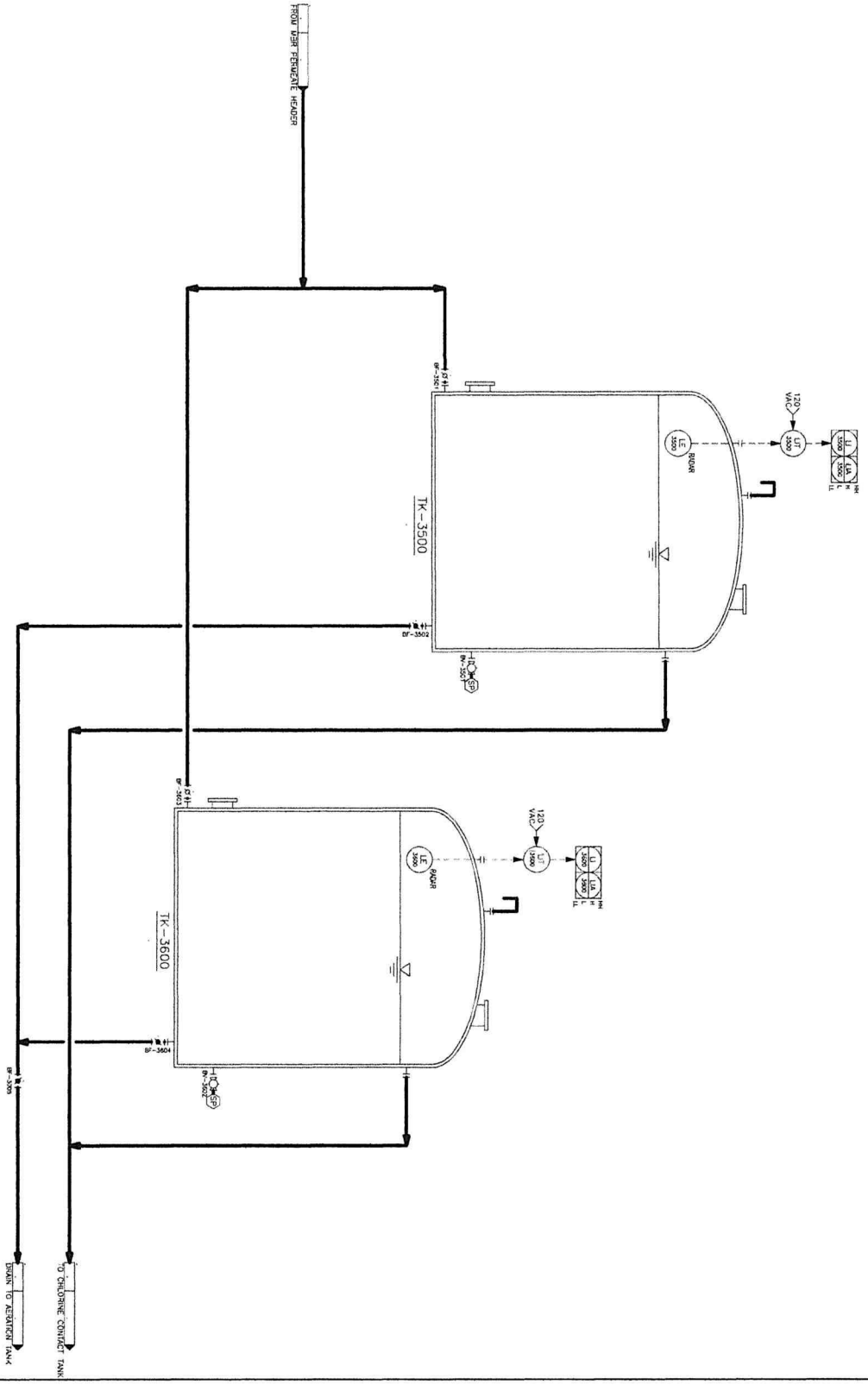

GENERAL NOTES

CITY OF BANNING 99 E. RAMSEY STREET BANNING, CA 92220	
BANNING WWTP 2242 CHARLES STREET BANNING, CA 92220	
MBR PERMEATE TANKS	STATUS: PLOT DATE: 03.19.2024

REV.	DATE	DESCRIPTION

DESIGNED BY: FL DRAWN BY: FL CHECKED BY: JW APPROVED BY: JW

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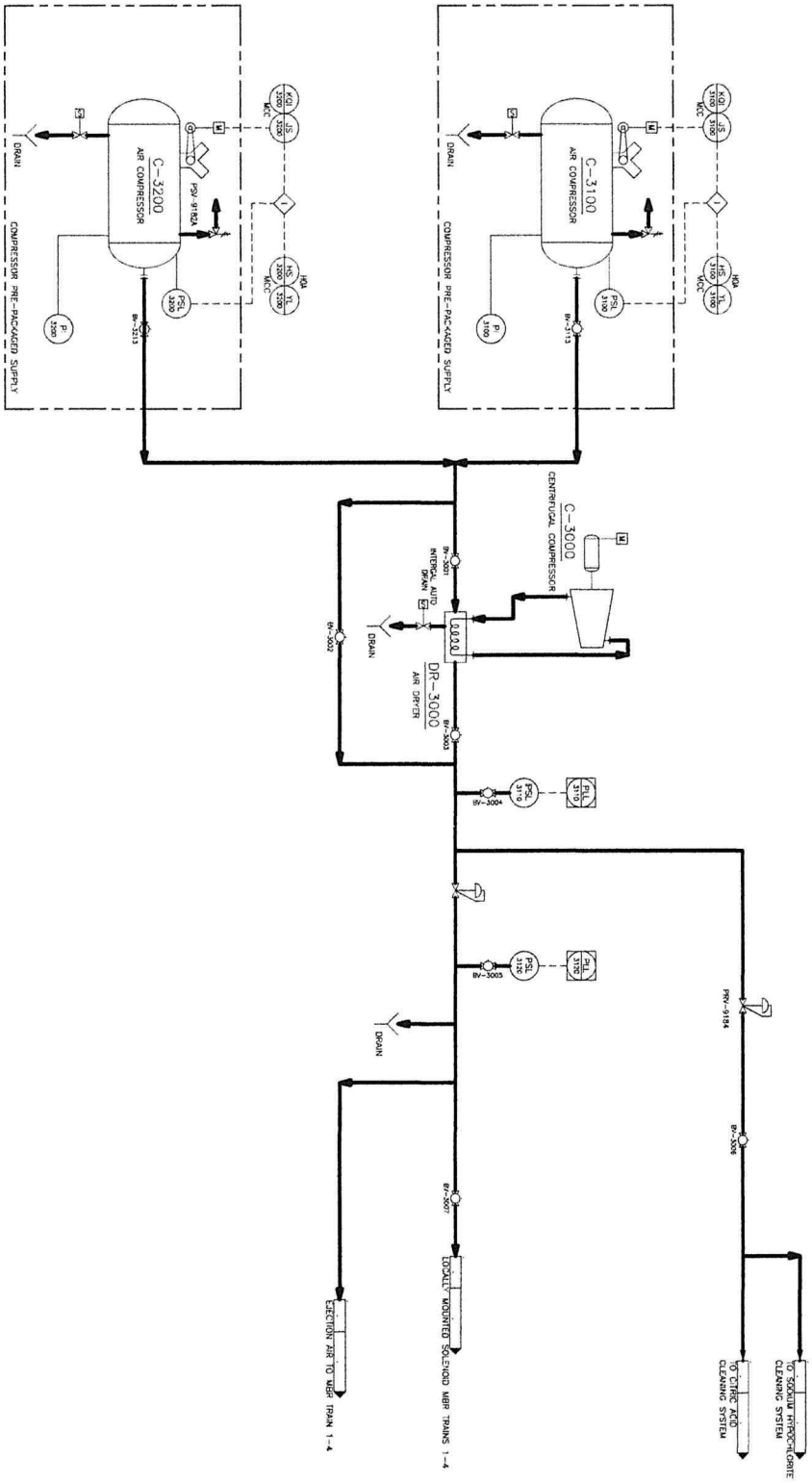
PROJECT NO: 105-0002
ORIGINAL SHEET SIZE: 22"X34"
SHEET NUMBER: I-108
AREA NUMBER: ####



GENERAL NOTES

CITY OF BANNING
99 E. RAMSEY STREET
BANNING, CA 92220

BANNING WWTP
2242 CHARLES STREET
BANNING, CA 92220

PLANT AIR COMPRESSORS

REV.	DATE	DESCRIPTION

DESIGNED BY: FL DRAWN BY: FL CHECKED BY: JW APPROVED BY: JW

STATUS:

PLOT DATE: 03.19.2024

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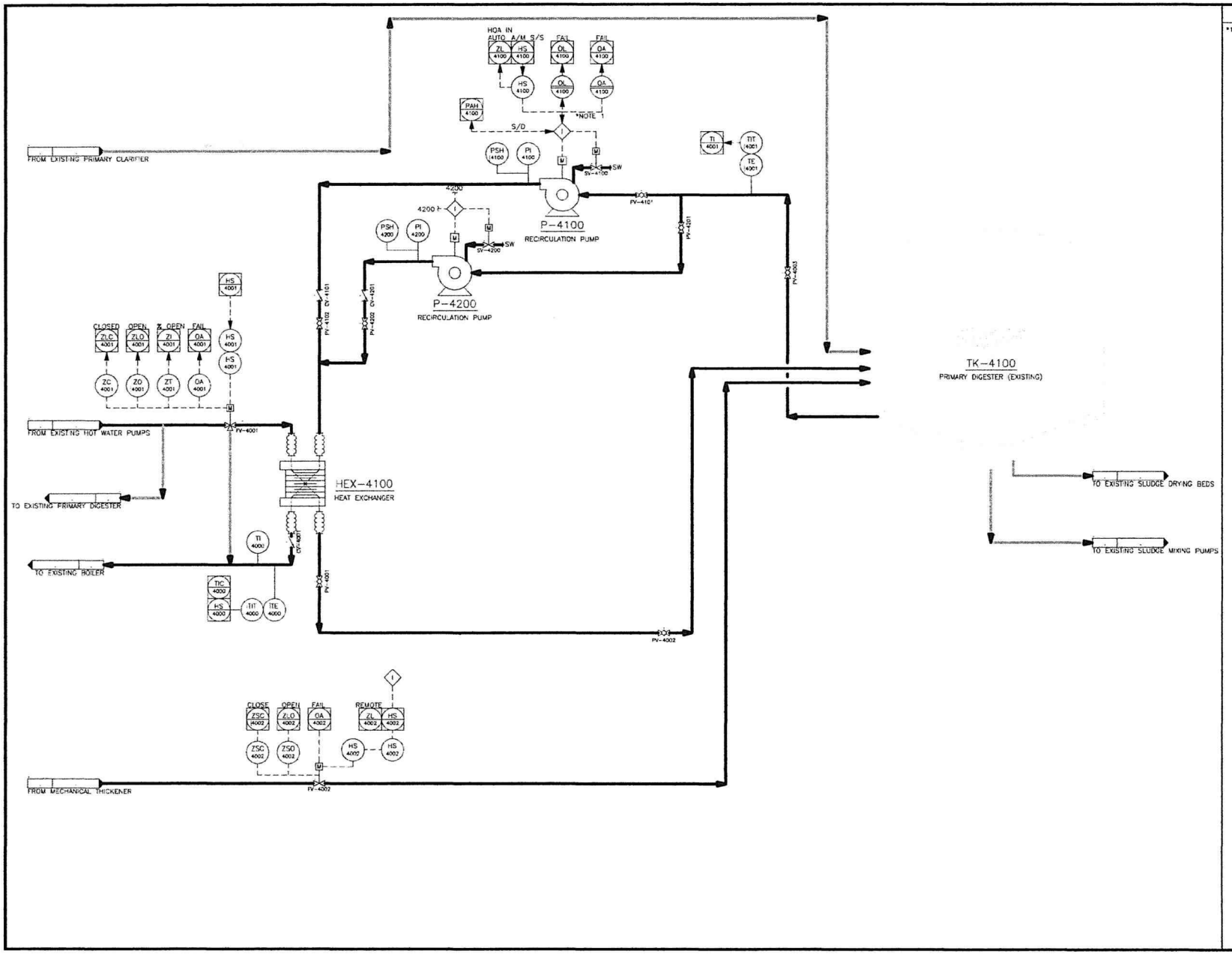
PROJECT NO.
105-0002

ORIGINAL SHEET SIZE
22"X34"

SHEET NUMBER
I-109

AREA NUMBER
####



GENERAL NOTES

*1: PUMP CONTROLS ARE TYPICAL FOR P-4100 AND P-4200.

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DESIGNED BY: FL	DRAWN BY: FL	CHECKED BY: JW	APPROVED BY: JW

PLOT DATE: 03.19.2024

STATUS:

CITY OF BANNING
99 E. RAMSEY STREET
BANNING, CA 92220

BANNING WWTP
2242 CHARLES STREET
BANNING, CA 92220

DIGESTER

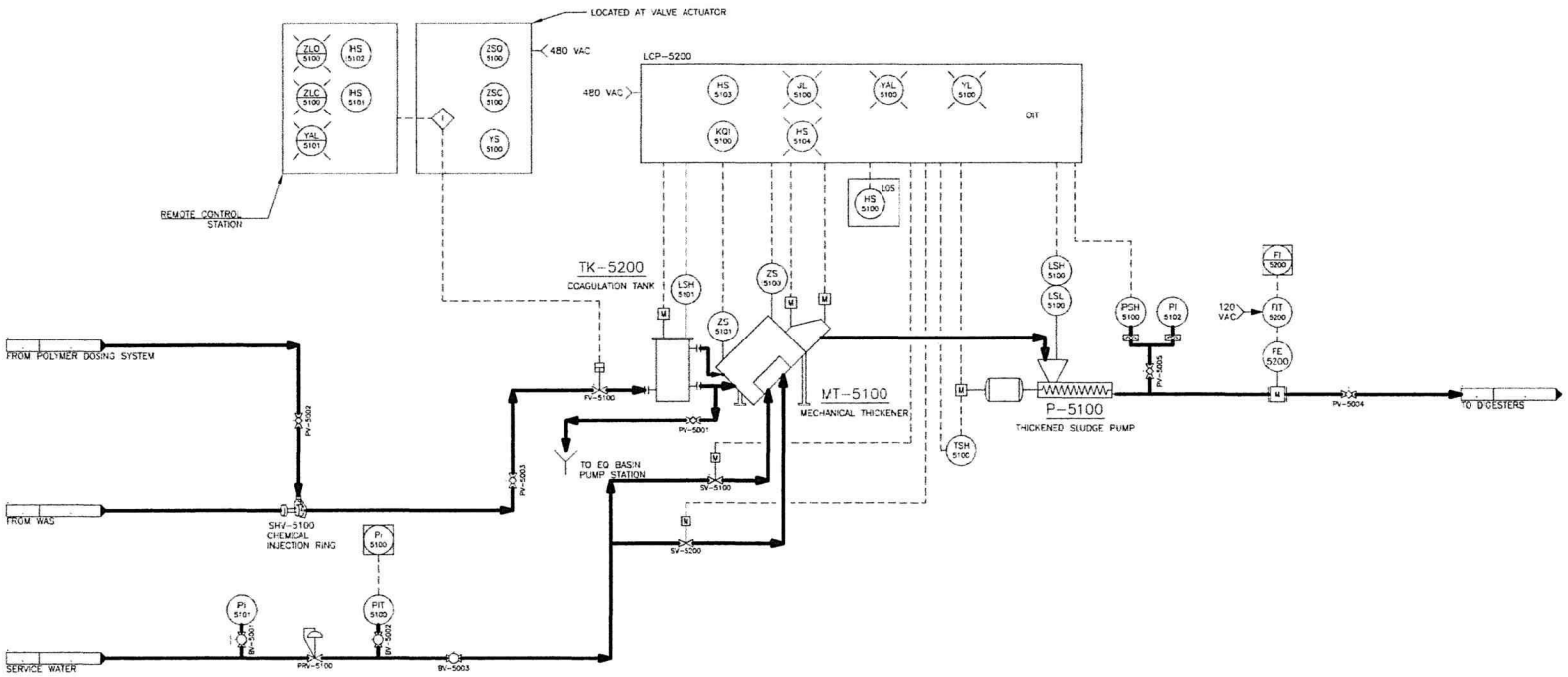
PROJECT NO
105-0002

ORIGINAL SHEET SIZE
22"X34"

SHEET NUMBER
I-110

AREA NUMBER
####

1100



GENERAL NOTES

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REV.	DATE	DESCRIPTION
		DESIGNED BY: FL DRAWN BY: FL CHECKED BY: JW APPROVED BY: JW

PLOT DATE: 03.19.2024

STATUS:

CITY OF BANNING
99 E. RAMSEY STREET
BANNING, CA 92220

BANNING WWTP
2242 CHARLES STREET
BANNING, CA 92220

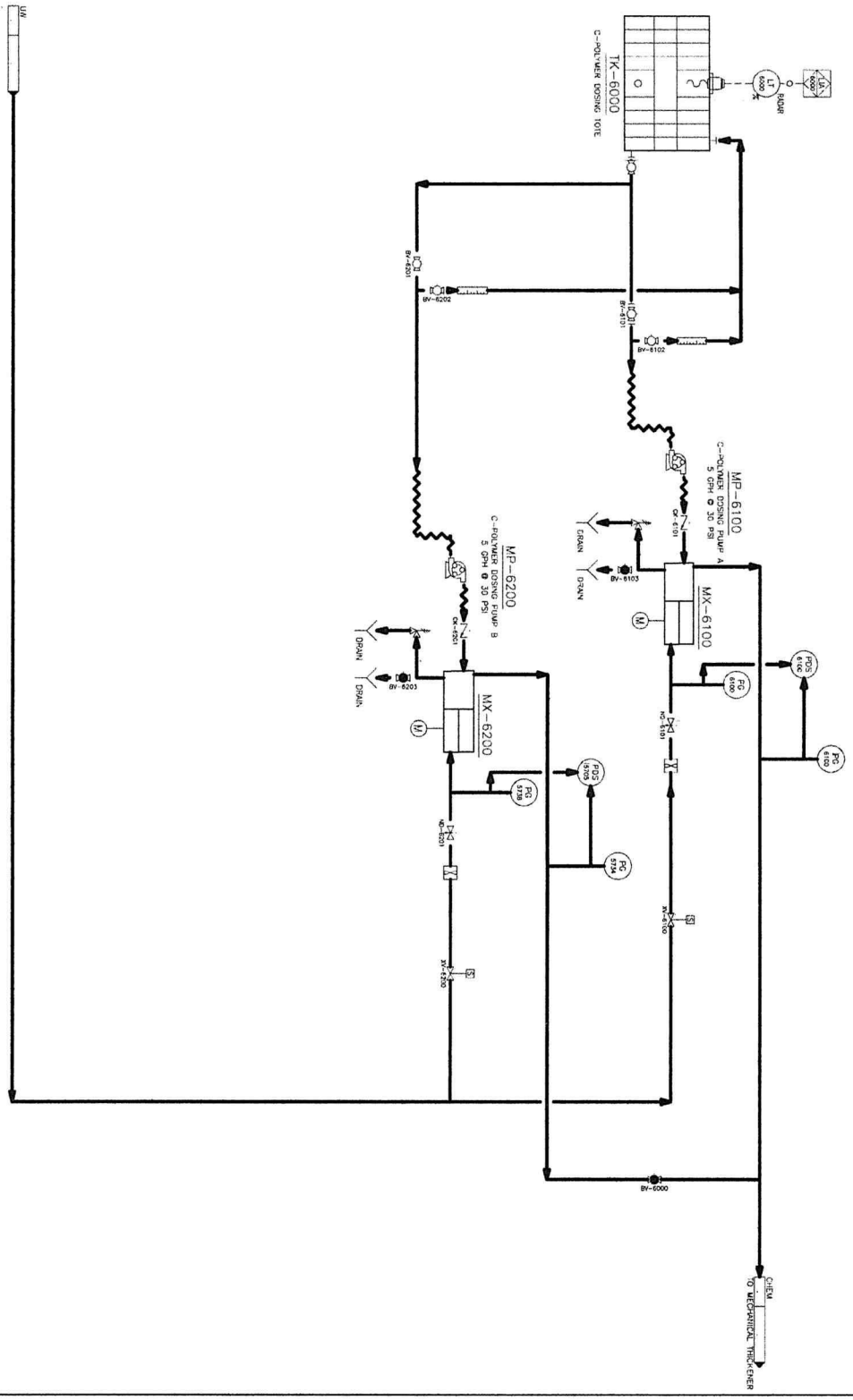
MECHANICAL THICKENER

PROJECT NO
105-0002

ORIGINAL SHEET SIZE
22"X34"

SHEET NUMBER
I-111

AREA NUMBER
####



GENERAL NOTES

CITY OF BANNING
99 E. RAMSEY STREET
BANNING, CA 92220

BANNING WWTP
2242 CHARLES STREET
BANNING, CA 92220

CATIONIC POLYMER DOSING SYSTEM

REV.	DATE	DESCRIPTION

DESIGNED BY: FL DRAWN BY: FL CHECKED BY: JW APPROVED BY: JW

STATUS:

PLOT DATE: 03.19.2024

PROJECT NO. 105-0002

ORIGINAL SHEET SIZE 22"X34"

SHEET NUMBER I-112

AREA NUMBER ####

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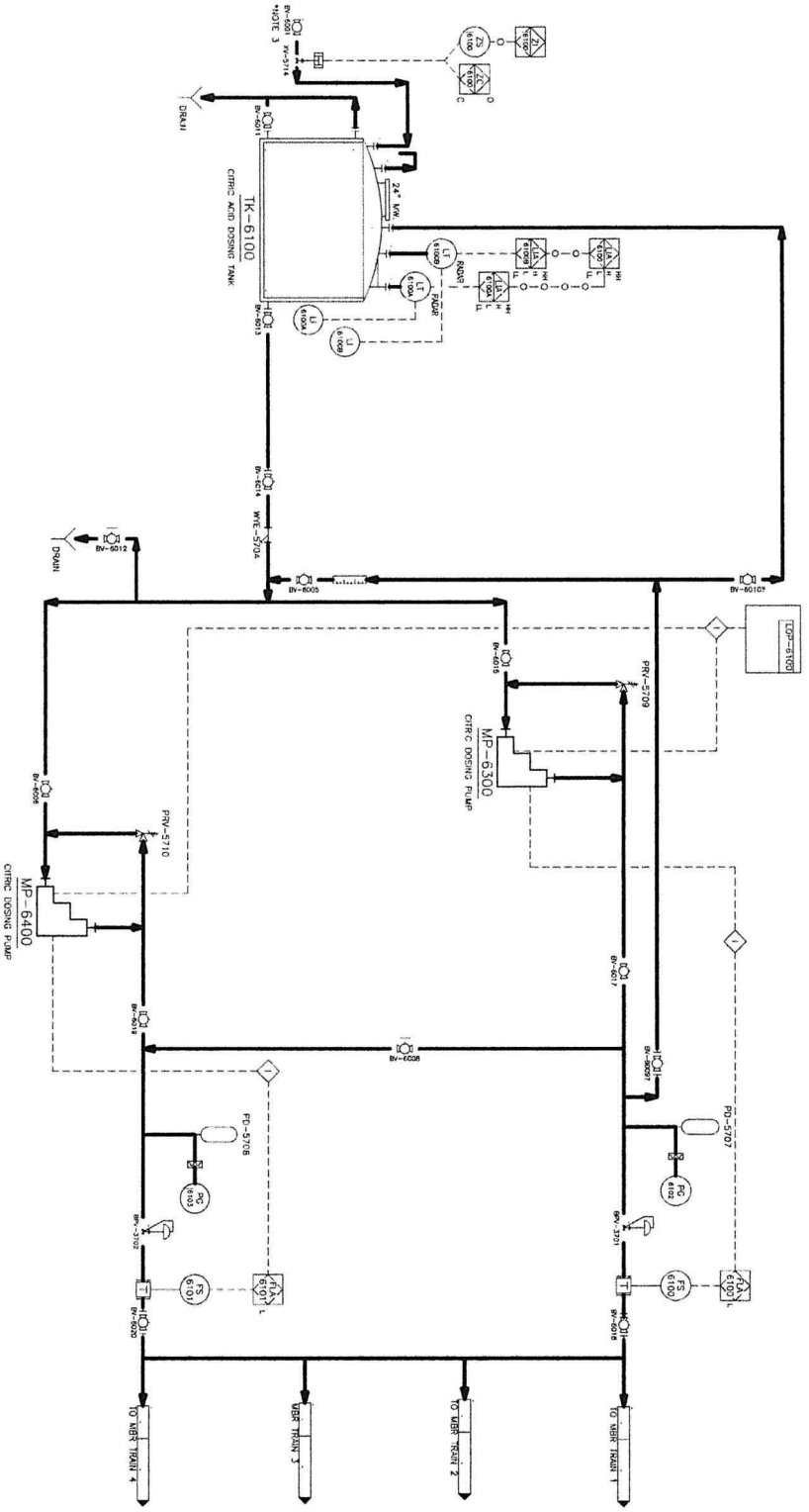

GENERAL NOTES

CITY OF BANNING
99 E. RAMSEY STREET
BANNING, CA 92220

BANNING WWTP
2242 CHARLES STREET
BANNING, CA 92220

CITRIC ACID DOSING SYSTEM

REV.	DATE	DESCRIPTION

DESIGNED BY: FL DRAWN BY: FL CHECKED BY: JW APPROVED BY: JW

STATUS:

PLOT DATE: 03.19.2024

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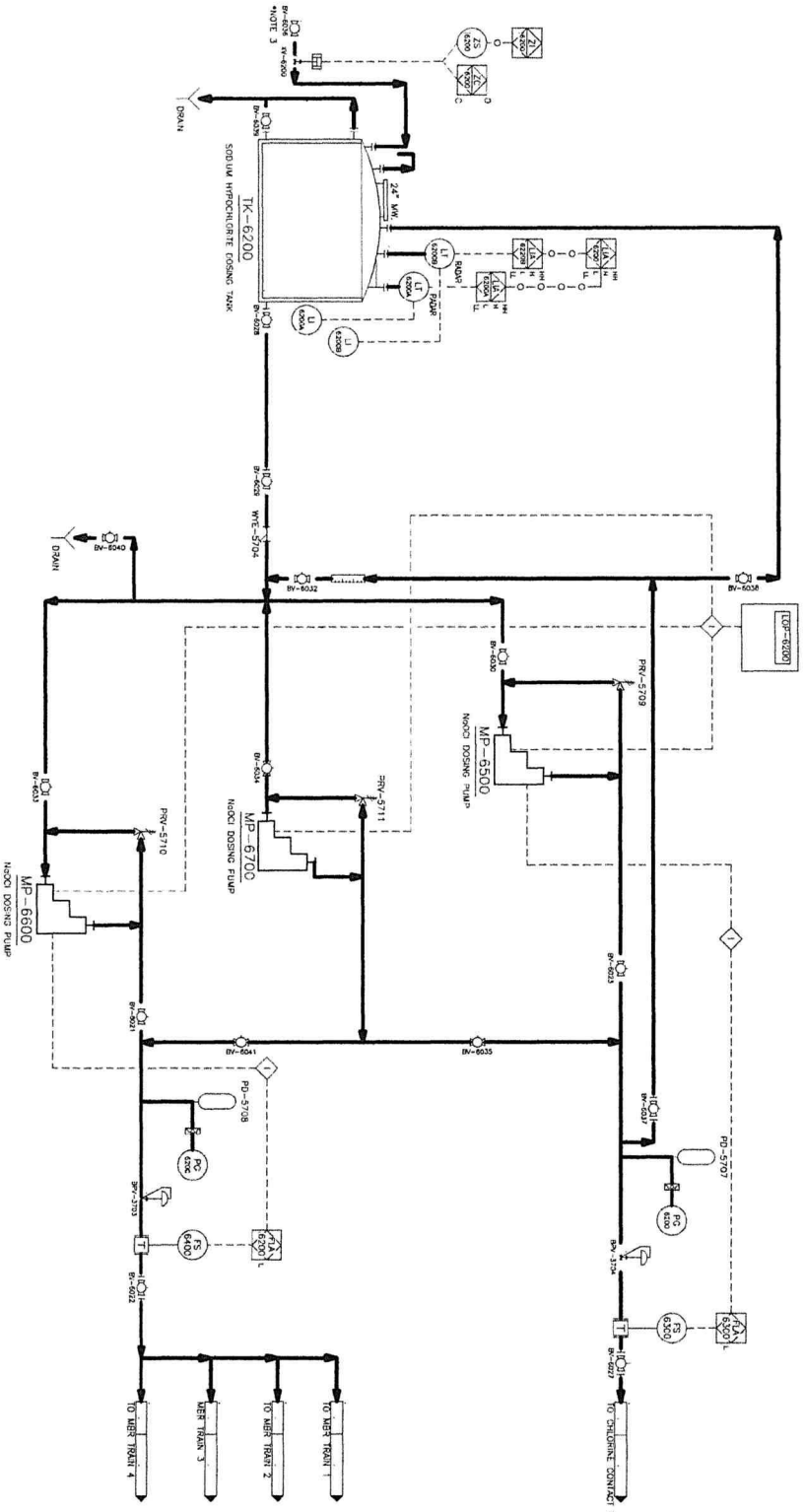
PROJECT NO. 105-0002
ORIGINAL SHEET SIZE 22"X34"
SHEET NUMBER I-13
AREA NUMBER ####



GENERAL NOTES

CITY OF BANNING
99 E. RAMSEY STREET
BANNING, CA 92220

BANNING WWTP
2242 CHARLES STREET
BANNING, CA 92220

SODIUM HYPOCHLORITE DOSING SYSTEM

REV.	DATE	DESCRIPTION

DESIGNED BY: FL DRAWN BY: FL CHECKED BY: JW APPROVED BY: JW

STATUS:

PLOT DATE: 03.19.2024

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3240 E Camino Real, Suite 150
Irvine, CA 92602
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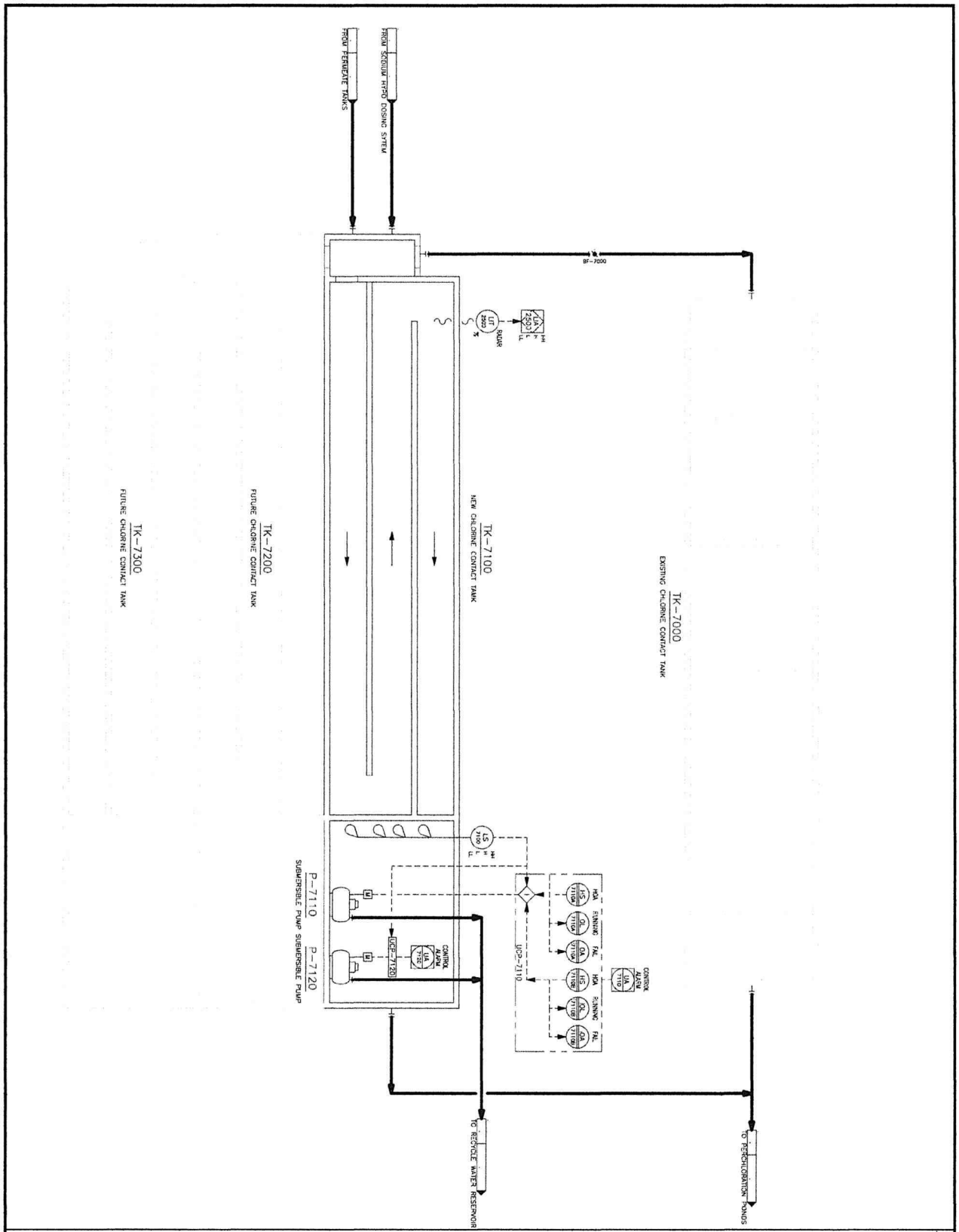
PROJECT NO.
105-0002

ORIGINAL SHEET SIZE
22"X34"

SHEET NUMBER
I-114

AREA NUMBER
####



GENERAL NOTES

CITY OF BANNING
99 E. RAMSEY STREET
BANNING, CA 92220

BANNING WWTP
2242 CHARLES STREET
BANNING, CA 92220

CHLORINE CONTACT TANKS

REV.	DATE	DESCRIPTION

DESIGNED BY: FL DRAWN BY: FL CHECKED BY: JW APPROVED BY: JW

STATUS:

PLOT DATE: 03.19.2024

NZW ENGINEERING, INC.
3240 El Camino Real, Suite 150
Irvine, CA 92602
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PROJECT NO. 105-0002
ORIGINAL SHEET SIZE 22"X34"
SHEET NUMBER I-115
AREA NUMBER ####

Exhibit B

Scope of Work and Schedule

AECOM
W. M. LYLES CO.
a joint venture

Proposal submitted to
City of Banning
December 2024

City of Banning CA
Wastewater Treatment Plant and Recycled Water Upgrades Project
Progressive Design–Build Services, Phase 1 Scope of Work

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AECOM W. M. LYLES CO. a joint venture

City of Banning
Progressive Design–Build Services
Wastewater Treatment Plant and Recycled
Water Upgrades Project
Phase 1 Scope of Work (FINAL)

Introduction

As requested by the City of Banning (City), AECOM/W. M. LYLES JOINT VENTURE (AECOM/WML) has developed a scope of services and preliminary schedule for Phase 1 of the progressive design-build services for the Wastewater Treatment Plant and Recycled Water Upgrades Project (Project).

Background

The City of Banning is responsible for the collection, conveyance, treatment, and disposal of wastewater generated within its service area. The local collector sewers discharge into larger sewer trunk mains, then to the Banning WWTP, located in the southeast corner of the City.

The existing WWTP has a current capacity of 3.6 million gallons per day (MGD) and is designed to treat wastewater to secondary standards. The WWTP consists of preliminary treatment, primary treatment, secondary treatment, solids handling, disinfection (currently not in use), and evaporation/percolation ponds. The preliminary treatment system consists of a mechanical bar screen, compactor, grit removal system, and cyclone separator. Effluent from the preliminary treatment system is gravity fed to two primary clarifiers. Primary effluent is pumped to two Trickling Filters, each rated for 1.8 MGD. The Trickling Filter effluent is sent to two secondary clarifiers.

Secondary effluent flows through a chlorine contact chamber and is then discharged to 10 unlined evaporation/percolation ponds which recharges the Cabazon Groundwater Basin. This recharge is provided only through surface percolation, and no injection wells are used by the City.

Primary and secondary sludge is processed via two primary anaerobic digesters. A second-stage digester is currently used as a sludge holding tank before thickened sludge is sent to the sludge drying beds. Sludge is allowed to dry and then is hauled offsite for final disposal. A gravity thickener was used to thicken secondary sludge but is currently not in service.

At this time, effluent from the WWTP is in compliance with effluent water quality discharge requirements. However, the WWTP will not be able to meet the impending discharge limits proposed by the Colorado River Basin Regional Water Quality Control Boad (RWQCB). In addition, many treatment facilities at the plant, including the two Trickling Filters, have reached the end of their useful life.

Project Description

The Project involves upgrading the Banning WWTP to Title 22 standards for recycled water use.

The existing Trickling Filters and secondary clarifiers will be abandoned, and a new MBR facility and UV disinfection system will be installed to meet Title 22 recycled water standards. Other miscellaneous upgrades of the WWTP, including fine screening upstream of the aeration tanks, modifications to digester facilities, dewatering, chemical systems, and ancillary facilities (office, electrical and control systems including new SCADA, plant water, potable water, stormwater, etc.) will also be implemented as part of the project. An RO system and associated evaporations ponds may be needed as well and is included in this scope of services, if confirmed.

Progressive Design Build Approach Implementation

In accordance with the RFP, AECOM/WML proposes to implement the project on a progressive design-build basis. This approach involves bringing design and construction resources together in an integrated team to

manage the project in a competitive manner but with a single source of responsibility and accountability. This approach is broken down into two distinct phases:

Phase 1 Services – Planning, Design Development, Permitting and Preparation of the Design-Build Price. This phase includes all the planning, engineering, and permitting to prepare a complete design to develop a Guaranteed Maximum Price (GMP) and schedule for Phase 2.

Phase 2 Services– Project Execution. Upon agreement on the GMP for the project and the release of required approvals, AECOM/WML will proceed with Phase 2 for equipment and material procurement, construction, engineering design support during construction, construction management, start-up, and acceptance testing.

Phase 1 – Scope of Work

AECOM/WML will provide Phase 1 engineering services including the preparation of a Preliminary Design Report (PDR) and a complete design to develop the Phase 2 Proposal, including a GMP for the construction of the Project.

The scope of work for Phase 1 has been organized into four interrelated tasks as follows:

- Task 1- Design
- Task 2- Cost Estimating
- Task 3- Meetings & Reports
- Task 4 – Investigations / Support

A detailed description of these tasks is provided in the following subsections.

Task 1 - Design

Sub Task 1.1 – Preliminary Design Report

Objective: Further develop design concepts and formally document project scope and rationale in a Preliminary Design Report (PDR).

AECOM/WML Activities: Prepare a PDR incorporating the results of kick-off and progress meetings, technical collaboration sessions, and workshops with the City conducted to date. A draft PDR will document these results and describe the proposed scope of work for new facilities. The final PDR will document the rationale for all design decisions and will present the initial scope of work for design and GMP development.

The PDR for the WWTP will define the overall project goals and design intent and the detailed design criteria for all project components, systems and subsystems such as:

- Design criteria for flows and loads.
- Anticipated unit process flow rates and chemical use and storage requirements.
- Wastewater treatment process design, including mass balances, equipment capacities and related design criteria.
- Geotechnical data and design criteria (Geotechnical Report).
- Base Map from topographic survey.
- Civil concepts and design criteria. Including facilities planning in regard to location and orientation of proposed facilities and relation to existing facilities and hydraulic profile.

AECOM W. M. LYLES CO. a joint venture

City of Banning
Progressive Design–Build Services
Wastewater Treatment Plant and Recycled Water Upgrades Project
Phase 1 Scope of Work (FINAL)

- Foundation, structural and architectural concepts and design criteria.
- Architectural concepts and design criteria.
- Process mechanical concepts and design criteria.
- HVAC concepts and design criteria.
- Plumbing concepts and design criteria.
- Fire protection design criteria.
- SCADA system architecture and outline process control descriptions for critical unit operations and draft P&IDs.
- Physical and electronic security/surveillance systems.
- Electrical power supply and distribution strategy.
- Permitting requirements.
- Potholing/utility searches

Deliverables:

- Draft PDR including Geotechnical Report and Base map.
- Updated List of drawings and specifications
- Preliminary drawings including process flow diagrams, hydraulic profile, mass balances, conceptual site plans; major process general arrangement plans and sections (fine screens, MBR, UV disinfection, dewatering);
- Final PDR incorporating City comments.
- Deliverables will be provided in electronic format (PDF)

Key Understanding: The main purpose of preparing the draft PDR is to further develop the design while formally documenting project scope and rationale. This document will provide the basis for the Initial Cost Baseline.

Drawings for all design phases will be prepared with AutoCAD or Revit, and in accordance with the United States National CAD Standard® (NCS). Design plans will be developed utilizing industry standard scales, in English (not metric) engineering units. Attachment A (Draft Index of Drawings and Specifications) shows a list of drawings and specifications anticipated for the Project and at what stage they will be provided.

Specifications for all design phases will be prepared in Microsoft Word using the industry standard. AECOM/WML's budget for this task assumes no Division 0 and Division 1 specifications will be required to be prepared by AECOM/WML, and that AECOM/WML's Design-Build specifications (16 Divisions format) will be used as a basis for the technical provisions.

Meetings/Travel: Refer to Task 3 – Meetings and Reports for planned meetings and workshops. Ad-hoc calls may be needed to coordinate and discuss emerging technical issues.

Information and Services Provided by Others: As-builts of existing facilities, available geotechnical reports and data, City's input on the design concepts and alternatives. City to provide comments in spreadsheet for tracking and disposition purposes.

City's operations staff to provide additional sampling and sample analysis as part of routine monthly efforts and as may be needed by MBR and RO equipment manufacturers to size their equipment and provide performance warranties.

Sub Task 1.2 – 30 Percent Design Phase

Objective: Preparation of 30 Percent Design.

AECOM/WML Activities: Develop initial discipline design drawings and specifications for City review. A preliminary list of the anticipated drawings and specifications included in this submittal is detailed in the Draft

Index of Drawing List and Specifications included in Appendix A. The proposed number of drawings and level of details in each drawing are consistent with a 30 percent design level.

Deliverables:

- 30 percent Design drawings and major equipment specifications and draft hydraulic profile
- Deliverables will be provided in electronic format (PDF)

Key Understanding: The main purpose of the 30 percent design package is to incorporate design requirements and develop the design sufficiently so that a cost estimate can be prepared. The 30 percent design will set the stage for subsequent design phases and development of the GMP and will be the basis for the Cost Update No. 1. The overall scope for the Project will be fixed after the City comments on the 30 percent design are addressed.

Meetings/Travel: Refer to Task 3 – Meetings and Reports for planned meetings and workshops.

Information and Services Provided by Others: City's input on PDR and technical collaboration sessions. City to provide comments in spreadsheet for tracking and disposition purposes.

Sub Task 1.3 – 60 Percent Design Phase

Objective: Preparation of 60 Percent Design.

AECOM/WML Activities:

Advance individual disciplines design for City review. A preliminary list of the anticipated drawings and specifications is included in this submittal is detailed in the Draft List of Drawing List and Specifications included in Appendix A. The proposed number of drawings and level of details in each drawing are consistent with a 60 percent design level.

Finalize 60 percent design package and update cost estimate based on City comments.

Deliverables:

- 60 percent Design drawings and specifications and final hydraulic profile calculations.
- Deliverables will be provided in electronic format (PDF)

Key Understanding: The main purpose of the 60 percent design package is to progress the develop the design from the 30 percent design package sufficiently to develop the Draft GMP and ultimately the Final GMP as well as setting the stage for the final design package.

Included in the 60 percent design will be markups of as-built drawings and specifications developed for in-kind replacement of the equipment listed below to include in the GMP. No drawings will be developed for the replacement of equipment and construction will be performed from the shop drawings supplied by the equipment suppliers:

- Upgrade Ferric Sulfate Feed/Storage System
- Digester Coating
- Replace Piping in Grit Chamber
- Replace East Primary Clarifier Center Drive
- Replace Existing PVC Digester Gas Piping

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- Replace Digester Hot Water Boiler
- Replace Grit/Cyclone Unit
- Replace Two Old Grit Pumps

Title 24 analysis to comply with CalGreen regulations is included and will be provided after the 60 percent design review is provided by the City.

Meetings/Travel: Refer to Task 3 – Meetings and Reports for planned meetings and workshops.

Information and Services Provided by Others: City's input from review of the 30 Percent Design and technical collaboration sessions. City to provide comments in spreadsheet for tracking and disposition purposes.

Sub Task 1.4 – Hydraulic Profile Modeling

Objective: For the selected process configuration, develop and revise hydraulic profile for the proposed facility expansion.

AECOM/WML Activities: Use existing drawings and conceptual design information on the proposed expansion to develop a hydraulic model of the new and existing infrastructure. Model to be developed in AECOM's plant hydraulic profile (PHP) program.

Deliverables: None. All information collected in this task will be incorporated into the PDR and design drawings.

Key Understanding: The goal of the modeling will be to minimize inter-process pumping after, as well as set elevations of major new facilities.

Meetings/Travel: None.

Information and Services Provided by Others: City to provide any hydraulic profile information for the existing plant including the condition of existing pipelines or facility modifications. City to provide comments in spreadsheet for tracking and disposition purposes.

Sub Task 1.5 – Final Design Phase

Objective: Preparation of Final Design to issue for Construction pending Phase 2 notice to proceed.

AECOM/WML Activities:

Address the City comments on the complete design provided in the 60 Percent Design Submittal and provide a Final Design for the Project. A preliminary list of the anticipated drawings and specifications included in this submittal is detailed in the Draft List of Drawing List and Specifications in Appendix A. Proposed number of drawings and level of details in each drawing are consistent with a Final Design ready to be issued for construction.

Deliverables:

- Final Design (Sealed and Signed by Engineer-of- Record for each discipline) drawings and specifications.
- Deliverables will be provided in electronic format (PDF).

Key Understanding: The Final Design will be the basis for the final cost update (Cost Update No. 4). The Final Design package will set the stage for the preparation of the GMP submittal and the overall scope for Phase 2 of this Project. Any modifications by the City to this design will be handled as design change notices in Phase 2.

Meetings/Travel: Refer to Task 3 – Meetings and Reports for planned meetings and workshops.

Information and Services Provided by Others: City's input on 60 percent design packages. City to provide comments in spreadsheet for tracking and disposition purposes.

Task 2 - Cost Estimating

Sub Task 2.1. – Initial Baseline Cost Model and Updates

Objective: Preparation of initial baseline cost model and one cost update and draft and final GMP.

AECOM/WML Activities: Provide cost estimates tracking different stages of design as follows:

- Initial Baseline Cost Estimate – After submittal of Draft PDR Report
- Cost Update No. 1 – After 30% Design Submittal
- Draft GMP – After 60% Design Submittal
- Final GMP – After Draft GMP Submittal and reconciliation of 60% Design Submittal comments

Deliverables:

- Initial Baseline Cost Estimate, Cost Update, Draft GMP, and Final GMP.
- Initial Draft Phase 2 CPM Schedule, Schedule Update, Draft Phase 2 Baseline Schedule, and Final Phase 2 Baseline Schedule
- Deliverables will be provided in electronic format (PDF).

Key Understanding: The main purpose of the baseline cost estimate is to incorporate confirmation of concept design and establish the format and base for cost updates through design development. The baseline cost estimate and subsequent cost updates will set the stage for development of the GMP. This will allow the City and AECOM/WML to ensure the Project is being designed to budget.

Meetings/Travel: Virtual meetings will be held to present the Initial Baseline Cost Estimate and up to four Cost Updates. These meetings will be held as part of the technical collaboration portion of the Project Progress Meetings.

Information and Services Provided by Others: City's input on design concepts and input on potential value engineering ideas.

Sub Task 2.2. – GMP Development

Objective: Complete a Phase 2 proposal including development of a guaranteed maximum price (GMP) based on a combination of competitive bidding and self-performing construction work based on final design documents.

AECOM/WML Activities: Using the Phase 1 work products, the AECOM/WML team will obtain pricing for equipment and materials and solicit bids for construction of the proposed project. The AECOM/WML will then prepare and submit a detailed Phase 2 proposal for City review. The Phase 2 Proposal will detail all the necessary services for permitting, equipment and materials procurement, physical construction of the Project, engineering design support during construction, construction management, quality control activities, start-up, commissioning and acceptance testing, O&M manual and record drawings, training and any additional contracted

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services for the duration of the Project. It shall contain a construction schedule, Substantial and Final Completion dates, and a Startup, Commissioning and Acceptance Testing Plan.

Alternative approaches and materials of construction will be evaluated using bidding or through in-house cost estimates and final recommendations will be made to the City. After completion of bidding and pricing efforts, the Phase 2 proposal will be updated to summarize a description of the recommended project approach and the details of the GMP estimate.

Deliverables: Phase 2 proposal (Draft and Final) documenting the design-build project scope of work, design drawings and detailed cost estimate including the following:

- Contract amendment (general conditions)
- Final design including drawings and specifications.
- GMP, including recommended Design-Builder contingency, process guarantee, assumptions, clarifications, and exceptions.
- Org Chart for Phase 2
- Phase 2 schedule
- Draft Quality Management Plan
- Draft Startup, Commissioning and Training Plan (Final needs to be done in Phase 2 in coordination with vendors)
- Risk Register

Key Understanding: The AECOM/WML team will provide GMP for the project using an open book bidding process. Certain portions of the work such as concrete work, installation of process equipment and process piping will be self-performed by the AECOM/WML team. Items such as unforeseen site conditions and scope additions are not to be carried in the Design-Builder contingency and should be managed as change orders.

AECOM/WML will provide a Draft Phase 2 Proposal followed by a Final Phase 2 Proposal incorporating the results and agreements of the negotiations with the City.

Meetings/Travel: One full day meeting to review draft Phase 2 Proposal

Information and Services Provided by Others: Input from City on draft Phase 2 Proposal.

Task 3 - Meetings & Reports

Sub Task 3.1 – Kick-off Meeting/Workshop

Objective: Discuss project expectations with the City including project scope and execution, roles and responsibilities, quality control, progress reporting, schedule, and deliverables. Review concept design and discuss major unit process treatment that will meet the project performance goals.

AECOM/WML Activities: Prior to the workshop, AECOM/WML will prepare an agenda and PowerPoint presentation all the items described in the objective. Also, AECOM/WML will prepare a data request to gather all information available that can assist in the development of the activities scoped in Phase 1.

Deliverables: Workshop agenda and data request will be issued at least three days before the meeting. A summary of workshop findings will be issued after the meeting. A Project Quality Plan and Project Execution Plan will be developed for discussion in the kick-off meeting.

Key Understanding: The main purpose of the Kick-off / Workshop is to set project expectations and facilitate effective collaboration between the City and AECOM/WML and to plan the specifics of the next steps for Phase 1.

Meetings/Travel: A 4-hour workshop will be held to kick-off the Project at a location chosen by the City. The PM, DM, Process Lead, and Preconstruction Manager will attend in person.

Information and Services Provided by Others: City to attend workshop with key staff and provide a venue.

Sub Task 3.2 – Progress Meetings and Reports

Objective: The overall objective of this task is to ensure on-time and on-budget project progression according to the scope, fluid and coordinated communication with City staff, adequate project controls and quality of all deliverables. Included in this task are 16 Progress Meetings. Progress Meetings will be broken down into a Project Management Segment, to discuss overall project progression and issues, followed by a Technical Collaboration Segment. Technical Collaboration Segments will be used to discuss specific technical items, such as process options or preferences, or to review design submittals for the different design phases after the City has provided their comments.

The following Technical Collaboration Segments are included:

- MBR and Disinfection Technical Collaboration
- Site Layout Technical Collaboration
- Permitting Technical Collaboration
- Other Emerging Topics for Technical Collaboration
- Draft PDR Review
- 30 Percent Design / VE Review
- 60 Percent Design Review
- 100 Percent Design Review

Progress Meetings and Reports

AECOM/WML Activities: Schedule and conduct 16 Progress Meetings with City and City's representatives at City offices or by video conference calls.

Deliverables: Meeting agendas prior to each meeting date. Other relevant documents requiring City review prior to the meeting will be submitted in advance.

Key Understanding: Half-day Progress Meetings will be held. It is envisioned that, typically, the Project Management portion of the Progress Meetings will last one hour and will be attended by the DB project manager, design manager and process lead. The Technical Collaboration Portion of the Progress Meeting will be attended by the same team members plus additional discipline leads as needed to cover the selected technical item.

Meetings/Travel: Meetings will be held with a combination of in person and video conference calls as needed.

Information and Services Provided by Others: City to attend meetings with key staff to provide input on overall Project progress and performance as well as ensuring that appropriate key technical staff participates in the Technical Collaboration segments.

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Sub Task 3.3 – Project Status Reports & Monthly Invoices

AECOM/WML Activities: Prepare monthly invoices in accordance with actual progress and a monthly progress report to accompany each invoice for the previous month's work. Progress reports will review major work activities and budget and schedule status by task, summarizing work hours by task and job title and person assigned for the invoice period, and document progress made during the past month, accomplishments, and a look-ahead to the next month's progress goals. Update Phase 1 schedule periodically, comparing actual progress to the originally proposed schedule and identifying any necessary corrective measures.

Deliverables: PDF of monthly invoices and monthly progress reports.

Meetings/Travel: None.

Information and Services Provided by Others: None.

Sub Task 3.4 – Risk Management Workshop

AECOM/WML Activities: AECOM/WML will develop and maintain a risk log. The risk log is the key document used in managing risk. The log records risks identified during proposal and work plan development; workshops, technical reviews, and monthly project meetings; and through other events that occur during the project. Initially the log will be populated with generic risks and those captured through past experience on similar projects. Each identified event is assigned a score based on one of three probability ratings and one of five impact (cost or schedule) severity ratings. This allows a semi-quantitative approach for prioritizing the various risks and to calculate and assign values for the important risks.

A workshop will be used to discuss this risk register and build consensus among stakeholders and as a means to bring the Project together to identify and evaluate potential risks.

The workshop will be held after the 30 Percent Design Submittal and will focus on design and procurement risks, especially those areas indicated in the proposal analysis. After the risk register is developed, it will be maintained through the end of Phase 1 and submitted as part of the Phase 2 Proposal.

Deliverables: Develop and maintain risk log. For workshop, PDF of workshop agenda and risk register will be issued before the workshop. A summary of workshop findings issued after the meeting.

Meetings/Travel: None.

Information and Services Provided by Others: City's input on additional risks and valuation of identified risks.

Sub Task 3.5 – Constructability Review Workshops

Objective: Conduct constructability reviews as a tool to plan and sequence the construction and identify potential capital cost savings for the Project

AECOM/WML Activities:
AECOM/WML technical, construction, and operations specialists will perform constructability reviews to evaluate constructability and potential for less-costly means of achieving City's project value objectives. The constructability review team will conduct reviews of the 30 Percent and 60 Percent Designs. Findings will be presented in a workshop format to promote collaboration between the Design-build team and City staff. Two workshops are planned.

Deliverables:

- PowerPoint presentation for each workshop with agenda and constructability analysis and results. Meeting minutes after each workshop.

Key Understanding: City to provide input during workshop on constructability preferences and constrains.

Meetings/Travel: Constructability Workshops will be conducted in person or virtually. It is anticipated that each workshop will last 2-3 hours.

Information and Services Provided by Others: City's input on the constructability information provided.

Sub Task 3.6 –SCADA Development and Scoping Workshops

Objective: Interact with City staff to analyze and collaborate on electrical, instrumentation, and SCADA needs for the Project

AECOM/WML Activities: Four workshops are planned to discuss electrical, instrumentation, and SCADA needs for the Project.

Prior to the initial Workshop (SCADA Workshop No. 1), prepare a summary of proposed electrical, instrumentation, and SCADA components (including SCADA architecture) of the Project to be presented during the initial workshop to receive input and exchange ideas with City staff and validate project scope and preferences. This will include input from the City on equipment preferences, controls, including automated and fail-safe control, and any SCADA system hardware, software, and programming requirements, including quantity and location of SCADA Human Machine Interfaces (HMIs).

SCADA Workshops No. 2 and 3 will focus on reviewing the conceptual control narratives (control philosophies) developed as part of the design to *ensure obtain* the City's agrees with *input on* the control philosophies being proposed for the different processes.

SCADA Workshop No. 4 will focus on how the input received in the previous workshops were addressed as well as other topics such as *site-wide* communications, security, cybersecurity, SCADA screens planning for Phase 2, etc.

Deliverables: PowerPoint presentation for each workshop with agenda and technical content. Meeting minutes after each workshop.

Key Understanding: These workshops will provide the basis for the electrical, instrumentation, and SCADA concepts for design and cost estimate. The conceptual control narratives developed in the design phase are preliminary in nature and will have to be adjusted during Phase 2 after the submittals for the equipment are available. However, they will have enough information to provide an understanding to the City how the equipment will be controlled and their level of automation. Equipment and Instrumentation tagging nomenclature will be established in the first workshop and will adhere by all parties.

Meetings/Travel: Four SCADA Workshops will be conducted in person or virtually. It is anticipated that each workshop will last 4 hours. AECOM/WML team members, including design manager, preconstruction manager, *programming lead,* process lead, electrical lead, and I&C lead, will attend in person or virtually.

Information and Services Provided by Others: City to attend workshops with key facility staff to provide input on electrical, instrumentation, and SCADA.

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Task 4 – Preliminary Investigations & Support

Sub Task 4.1 – Potholing

AECOM/WML Activities: Potholing activities will be conducted if necessary to locate buried infrastructure, verify as-built locations, and determine utility locations throughout the project site.

Deliverables: None. All information collected in this task will be incorporated into the PDR or design drawings

Key Understanding: A budget of $15k is being carried for potholing and ground radar penetration (GPR) for utility investigation. It is our understanding that the existing plant and the area allocated for the new plant does not have any cultural significance and no special cultural monitoring provisions are required.

Meetings/Travel: It is assumed that the field activities associated with this task will be conducted in a period of two days.

Sub Task 4.2 – Topographic Survey

Objective: Provide a Boundary and Topographic Survey for the WWTP to supplement existing available information and fill information gaps to assist on further development of concept layout, detail design activities, and construction cost estimates.

AECOM/WML Activities: Perform boundary and topographic survey including the existing WWTP and areas of the proposed expanded plant to the west of the existing plant as shown in red in the figure below.



Surveying activities include the following:

Aerial Topographic Survey

- Field locate and recover an existing benchmark and establish survey datum for the project. Vertical datum shall be based on the North America Vertical Datum of 1988 (NAVD88), and Horizontal control will be North American Datum of 1983 (NAD83) State Plan Coordinates, Zone VI.
- Set ground control and aerial targets for aerial topographic mapping of the project limits by aerial subconsultant.
- Fly overall site and process aerial imagery and control.

- Map existing ground surface elevations and identify surface features within the project limits, including curb, gutter, pavement areas, sidewalk, utility appurtenances, structures, fence lines, and other existing visible features for the West and East limits of the project, depicted in Figure 1.
- Provide a 1" = 40' scale digital aerial topographic survey of property with one-foot contour, for the project limits.

Title Report

- Obtain and furnish one Title Report from a title company for APNs: 532-180-008, -009. The Title report will be used to verify legal ownership, legal description of the property, along with easements/encumbrances on the property that may impact the project design and/or property rights.

Boundary Survey

- Utilizing the obtained title report, together with available public records tools, research and compile all appropriate reference materials pertaining to the property, including reference Record Maps, Corner Records, Tie Sheets, Vesting Deeds, Right-of-Way Deeds and Easement Documents.
- Perform field survey to locate and recover existing survey monuments and establish survey control for the project. Horizontal control datum and basis of bearings shall be based on the California State Plane Coordinate System, North American Datum of 1983 (NAD83), Zone VI.
- Map existing property lines, easements, right-of-way, and street centerlines, based on public records research data and items noted in the obtained title report.
- Prepare a boundary survey to show the existing property lines, easements, right-of-way, and street centerlines, for APNs: 532-180-008, -009.

Deliverables:
Digital color orthorectified photo (1" = 40' scale).

Electronic PDF & CAD of Aerial Topographic Survey from Aerial.

Title Report for APNs: 532-180-008, -009

Electronic PDF of Boundary Survey, signed & stamped by a Licensed Land Surveyor.

AutoCAD file with 2D linework for the existing property lines, easements, right-of-way, and

street centerlines to be used and referenced for design.

Information and Services Provided by Others: City to provide any past survey data, location of historical benchmarks, property survey of newly acquired land to the north of the main plant area, right of ways, easements, etc.

Sub Task 4.3 – Environmental Support

Objective: Identify necessary environmental support and scope of work to be provided as an allowance of $30,000.

AECOM/WML Activities: AECOM/WML will support the update of the previous IS-MND (included as an attachment to the RFP). The City is in the process of updating this IS-MND to include new CEQA and NEPA requirements; the completion of the update is anticipated in Q1 of 2025.

Deliverables: As required to support the update of the IS-MND. It is anticipated that this may include narratives, figures, and other supporting documentation to describe the Project.

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Key Understanding: The City will lead this effort and request support to AECOM/WML as needed.

Meetings/Travel: None. Except phone calls as needed as part of the normal communication for the Project.

Information and Services Provided by Others: Preparation of IS-MND

Sub Task 4.4 – Geotechnical Investigation

Objective: Collect subsurface information to determine soil and groundwater conditions as well as corrosivity potential to assist on the development of alternative analyses, detail design activities, and construction cost estimates.

AECOM/WML Activities: The AECOM/WML team will conduct subsurface investigations to supplement the existing information from the previous investigations at the site. The geotechnical investigation includes approximately 4-acres in the area of the proposed WWTP expansion west of the existing WWTP. This task includes the following:

Document Review and Field Preparation
- Review available geotechnical maps and documents to evaluate the subsurface conditions prior to performing field investigation.
- Obtain boring permits.
- Site reconnaissance
- Call Dig Alert and mark out borings.

Geotechnical Investigation
- 8 borings (1 to 100 feet, 5 to 30 feet and 2 to 50')
- Install groundwater monitoring well in the 100' boring (This may be changed to a shorter boring depending on where groundwater is encountered
- Mud rotary drilling methods for two 50' borings and the 100' boring.
- Hollow stem auger drilling methods for other borings
- Drum and dispose of cuttings for mud rotary borings, including analytical testing.
- Assumed thin spread other soil cuttings on site.

Laboratory Testing
- Based on soil conditions encountered, perform collapse potential as well as other lab tests, including moisture and density, grain size distribution, Atterberg limits, corrosion potential, and direct shear tests.

Analyses
- Perform engineering analyses to evaluate the foundation bearing and settlement for the structures, lateral loading conditions, foundation types, groundwater and uplift conditions, as applicable.
- Evaluate the seismic conditions based on the California Building Code.

Report
- Geotechnical report with results of the field investigation and laboratory testing.
- Geotechnical engineering recommendations for the seismic design (code-based parameters), foundations, slope stability, and earthwork for the project.

Deliverables: A draft Geotechnical Report, including corrosion analysis and mitigations, will be included as appendices in the PDR.

Key Understanding: The location and extent of the field investigations will be further refined based on revisions to the proposed site plan and associated facilities.

Meetings/Travel: A representative from AECOM/WML's will travel to the site to supervise the geotechnical investigations.

Information and Services Provided by Others: City to provide any available past geotechnical data, including subsurface investigations and analyses conducted at the site prior to the beginning of the field investigations.

Sub Task 4.5 – Permitting Support

Objective: Provide support for permit review and issuance, as well as compliance and verification, coordinating with regulatory agencies. Develop a plan to be implemented to timely obtain all permits necessary to build and operate the proposed improvements at the WWTP.

AECOM/WML Activities:

The following agencies have jurisdiction over the Banning WWTP in relation to the proposed Project improvements, and the City of Banning will need to coordinate with multiple agencies regarding the review and approval of permit applications to construct and commission the proposed improvements. Permitting support will include regional, state, and federal levels include approvals from and coordination with the following:

- City of Banning (CEQA Lead Agency)
  - Community Development
    - Building Permit
  - Public Works
    - Encroachment Permit
- County of Riverside
  - Department of Environmental Health
    - Solid Waste Facility Requirements
  - Fire Department – Hazardous Materials Division
    - Hazardous Material Business Plan
- California State Waterboard Region 7: Colorado River
  - Stormwater Pollution Prevention Plan (SWPPP) Updates - Proposed changes to the facility that may affect the existing National Pollution Discharge Elimination System (NPDES) General Permit (for stormwater discharges associated with industrial activities) requirements and/or stormwater monitoring, the existing SWPPP must be updated.
  - Salinity and Nitrogen Technical Memorandum
  - Title 22 Engineering Report for the Production, Distribution, and Use of Recycled Water
  - Title 27 Permit
- South Coast Air Quality Management District
  - Authority to Construct Permit
  - Permit to Operate

Key Understanding: AECOM/WML will provide preliminary preparation of all necessary permit applications and facilitation of regulatory agency approval of all permits that are Contractor's responsibility. City will maintain a lead role with the permitting agencies. It is understood that applying and securing these permits will be part of Phase 2 of this Project. Includes permitting new backup generator.

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Meetings/Travel: AECOM/WML permitting lead to attend up to 4 meetings and conference calls as needed.

Information and Services Provided by Others: City will sign permit applications, furnish permit application fees, and attend permitting coordination and review meetings with regulatory agencies as necessary. City to provide copies of all relevant existing permits, plus relevant communications with permitting agencies. City staff or consultant will assist in timely contacting regulatory agencies to gather information to prepare schedule and action plan for permitting.

Deliverables: Permitting Plan and submissions will include a draft for City review and final for submittal to agencies.

Sub Task 4.6 – Energy Tax Credits / Incentives

Objective: Explore Federal and State tax credits for energy generating and storage facilities and other incentives related to facilities such as energy savings equipment and electrical vehicles charging stations.

AECOM/WML Activities: AECOM/WML will explore the feasibility of the City obtaining funding from the following:

Solar Incentives (Federal ITC):
The Federal Investment Tax Credit (ITC) allows the water treatment facility to claim 30% of the total cost of their solar installation. This includes solar panels, inverters, labor, and other associated costs like permitting fees. The ITC applies to projects completed between now and 2032, providing significant tax savings. For instance, a $100,000 solar installation would result in a $30,000 tax credit, reducing upfront expenses. If the facility's tax liability is less than the credit, the remaining amount can be carried over into future years. This makes solar installation more affordable and offers a quicker return on investment.

Battery Energy Storage Incentives (SGIP):
The California Self-Generation Incentive Program (SGIP) provides rebates for battery energy storage systems (BESS). The rebate starts at $150 per kilowatt-hour (kWh) of installed battery capacity. After the SGIP rebate is applied, the federal Investment Tax Credit (ITC) allows you to claim 30% of the remaining project cost. For example, if a battery system costs $100,000 and qualifies for a $15,000 SGIP rebate, the ITC would then apply to the remaining $85,000. This combined approach can significantly reduce the overall cost.

Direct Pay Provision:
For tax-exempt entities like nonprofits or government-run facilities, Direct Pay allows them to receive the full value of the ITC as a direct payment instead of a tax credit. This ensures that even entities without tax liabilities can fully benefit from both the ITC and any bonus credits.

Deliverables: PowerPoint presentation for workshop with agenda and technical content. Meeting minutes after workshop.

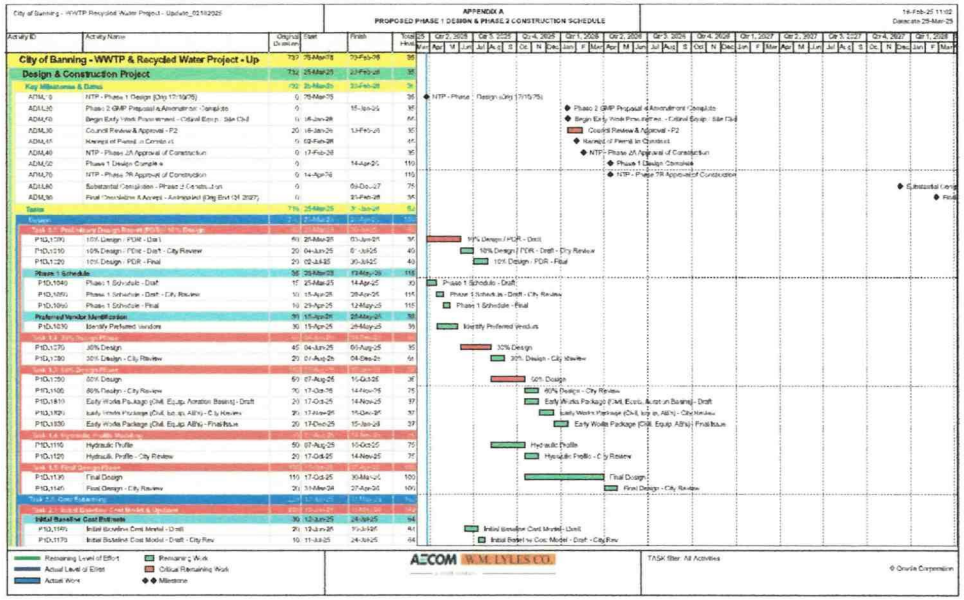
Key Understanding: This effort is limited to the identification of the programs that the City qualifies for and does not include planning and designing a renewable energy facilities.

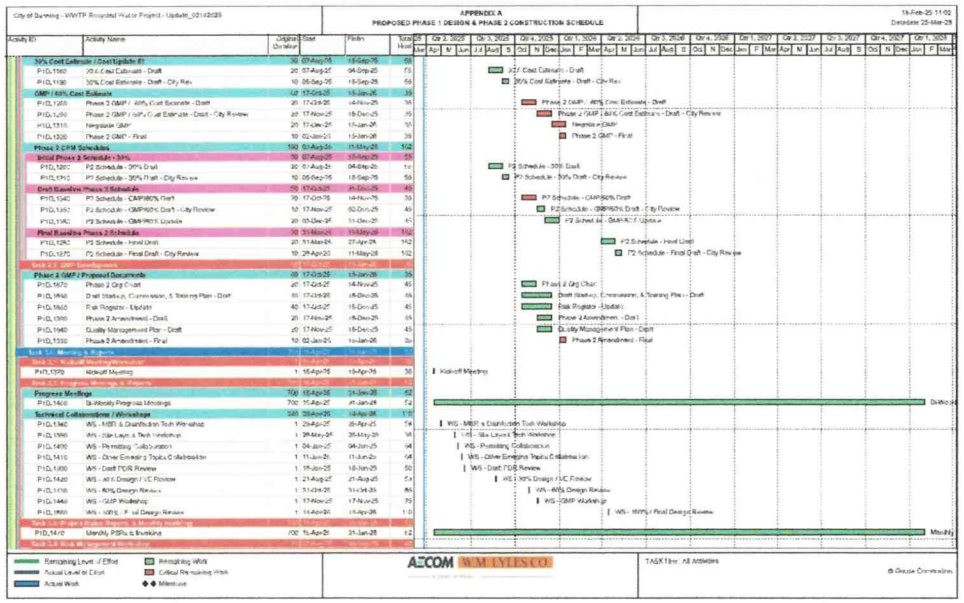
Meetings/Travel: PowerPoint presentation will be delivered virtually.

Information and Services Provided by Others: City to provide type of energy generating and storage facilities is targeting.

Scope Clarifications, Assumptions, and Exclusions

- Our Phase 1 Services are based on the technical approach and concepts presented in our Technical Proposal (Section 3).
- No CCTV or other video surveillance systems are included in the Phase 1 Services.
- We have assumed a 2-week City review time for each submittal.
- The facility sizing is based on information provided in the concept documents and discussions with the City. Key assumptions include a Maximum Month Flow rate of 3.6 mgd, BOD of 317 mg/l, TSS of 318 mg/l and total Nitrogen of 58 mg/l.
- The extent of SCADA integration of existing facilities will be determined during Phase 1.
- Our Phase 1 scope of services does not include any services related to asbestos or hazardous or toxic materials, paint, etc.
- Costs for unplanned upgrades to existing structures or buildings to comply with National Fire Protection Agency, ADA, or building code requirements triggered by electrical or renovation work in existing facilities is not included.
- The requested and provided Bid Bond (20% of the Phase 1 Cost) will be deemed satisfied and no longer in effect upon the execution of a Phase 1 contract. It will not be carried forward to Phase 2.
- Performance and Payment Bonds for the PDB Basis of Design Services are not included in the Pricing Information Form PDB Basis of Design Services. Cost of Payment and Performance bonds for the full value of the contract will be provided upon execution of the GMP and Phase 2 contract amendment.
- The Phase 1 Baseline Preliminary services follow the schedule and timeline presented as part of this proposal submission.
- We assume progress meetings will be conducted via video conference using Microsoft Teams.
- Cost for phase 1 will be managed as a whole and not by individual tasks requested to be provided in the cost forms on a time and material basis. The Design Build team will have the ability to move funds as needed between tasks to complete the Phase 1 activities without exceeding the total contract value. The price breakdown presented in the Proposal Forms is provided for reference only and does not represent the cost to perform individual items of work separately.
- Electrical design will be limited to all new facilities and not inclusive of the design of a facility-wide upgrade and/or replacement of the existing electrical infrastructure.




City of Banning - WWTP Recycled Water Project - Update_021812025
APPENDIX A
PROPOSED PHASE 1 DESIGN & PHASE 2 CONSTRUCTION SCHEDULE
16-Feb-26 11:02
Datadate 25-Mar-25
Activity ID
Activity Name
Original Duration
Start
Finish
Total Float
Qtr 2, 2025
Qtr 3, 2025
Qtr 4, 2025
Qtr 1, 2026
Qtr 2, 2026
Qtr 3, 2026
Qtr 4, 2026
Qtr 1, 2027
Qtr 2, 2027
Qtr 3, 2027
Qtr 4, 2027
Qtr 1, 2028
30% Cost Estimate / Cost Update #1
P1D.1160
30% Cost Estimate - Draft
07-Aug-25
04-Sep-25
P1D.1130
30% Cost Estimate - Draft - City Rev.
05-Sep-25
18-Sep-25
GMP / 40% Cost Estimate
P1D.1200
Phase 2 GMP / 40% Cost Estimate - Draft
17-Nov-25
P1D.1210
Phase 2 GMP / 40% Cost Estimate - Draft - City Review
17-Nov-25
16-Dec-25
P1D.1310
Negotiate GMP
17-Dec-25
P1D.1320
Phase 2 GMP - Final
02-Jan-26
19-Jan-26
Phase 2 CPM Schedules
P1D.1290
P2 Schedule - 30% Draft
07-Aug-25
04-Sep-25
P1D.1310
P2 Schedule - 30% Draft - City Review
05-Sep-25
18-Sep-25
Draft Baseline Phase 2 Schedule
P1D.1340
P2 Schedule - GMP/60% Draft
17-Oct-25
14-Nov-25
P1D.1350
P2 Schedule - GMP/60% Draft - City Review
17-Nov-25
02-Dec-25
P1D.1360
P2 Schedule - GMP/90% Update
03-Dec-25
31-Dec-25
Final Baseline Phase 2 Schedule
P1D.1290
P2 Schedule - Final Limit
31-Mar-26
27-Apr-26
P1D.1370
P2 Schedule - Final Draft - City Review
28-Apr-26
11-May-26
Task 2.0 - GMP Development
Phase 2 GMP / Proposed Documents
P1D.1670
Phase 2 Org Chart
17-Oct-25
14-Nov-25
P1D.1660
Draft Water, Conversion, & Training Plan - Draft
17-Oct-25
16-Dec-25
P1D.1650
Risk Register - Update
17-Oct-25
15-Dec-25
P1D.1580
Phase 2 Amendment - Draft
17-Nov-25
16-Dec-25
P1D.1590
Quality Management Plan - Draft
17-Nov-25
15-Dec-25
P1D.1330
Phase 2 Amendment - Final
02-Jan-26
Task 3.0 - Meetings & Reports
Task 3.1 - Kickoff Meeting/Workshop
P1D.1570
Kickoff Meeting
16-Sep-25
Task 3.2 - Progress Meetings & Reports
Progress Meetings
P1D.1400
Bi-Weekly Progress Meetings
16-Sep-25
Technical Collaborative / Workshops
P1D.1340
WS - MBR & Disinfection Tech Workshop
29-Apr-25
P1D.1380
WS - Site Layout & Tech Workshop
29-May-25
P1D.1400
WS - Permitting Collaboration
04-Jun-25
P1D.1410
WS - Other Emerging Topics Collaboration
11-Jun-25
P1D.1420
WS - Draft TOR Review
18-Jun-25
P1D.1430
WS - 30% Design / VE Review
21-Aug-25
P1D.1110
WS - 60% Design Review
P1D.1440
WS - 90% Workshop
17-Nov-25
P1D.1450
WS - WWTP Final Design Review
Task 3.3 - Project Progress Reports & Monthly Invoicing
P1D.1410
Monthly PSRs & Invoicing
31-Jan-26
Task 3.4 - Risk Management Workshop
Remaining Level of Effort
Actual Level of Effort
Actual Work
Remaining Work
Critical Remaining Work
Milestone
AECOM W.M. LYLES CO.
TASK filter: All Activities
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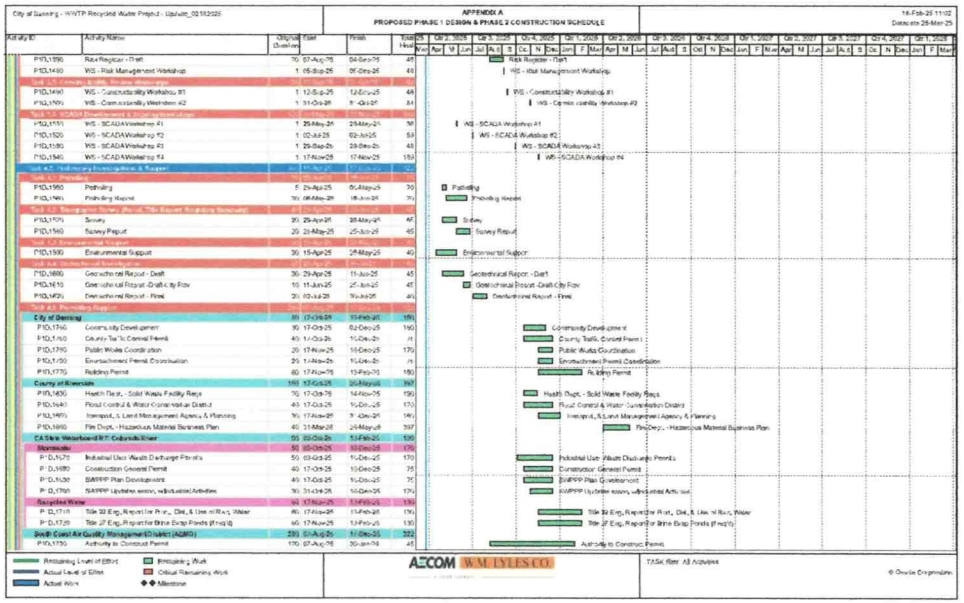
City of Banning - WWTP Recycled Water Project - Update_021812025
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16-Feb-26 11:02
Datadate 25-Mar-25
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Finish
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Qtr 4, 2025
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Qtr 2, 2026
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Qtr 4, 2026
Qtr 1, 2027
Qtr 2, 2027
Qtr 3, 2027
Qtr 4, 2027
Qtr 1, 2028
P1D.1890
Risk Register - Draft
07-Aug-25
04-Sep-25
P1D.1480
WS - Risk Management Workshop
05-Sep-25
P1D.1490
WS - Constructability Workshop #1
12-Sep-25
P1D.1500
WS - Constructability Workshop #2
31-Oct-25
Task 3.5 - SCADA Development & Implementation
P1D.1530
WS - SCADA Workshop #1
29-May-25
P1D.1520
WS - SCADA Workshop #2
02-Jul-25
P1D.1530
WS - SCADA Workshop #3
29-Sep-25
P1D.1540
WS - SCADA Workshop #4
17-Nov-25
Task 4.0 - Preliminary Investigations & Support
Task 4.1 - Potholing
P1D.1900
Potholing
29-Apr-25
P1D.1940
Potholing Report
Task 4.2 - Geological Survey (Part of "City Report Regarding Boreholes")
P1D.1570
Survey
29-Apr-25
P1D.1560
Survey Report
20-Apr-25
Task 4.3 - Environmental Support
P1D.1930
Environmental Support
15-Apr-25
Task 4.4 - Geotechnical Investigation
P1D.1600
Geotechnical Report - Draft
29-Apr-25
P1D.1610
Geotechnical Report - Draft - City Rev
11-Jun-25
P1D.1620
Geotechnical Report - Final
Task 4.5 - Permitting Support
City of Banning
17-Oct-25
P1D.1790
Community Development
17-Oct-25
P1D.1760
County Traffic Control Permit
P1D.1780
Public Works Coordination
17-Nov-25
P1D.1790
Encroachment Permit Coordination
P1D.1770
Building Permit
17-Nov-25
County of Riverside
17-Oct-25
P1D.1450
Health Dept. - Solid Waste Facility Recp
17-Oct-25
P1D.1640
Flood Control & Water Conservation Distric
P1D.1460
Transport. & Land Management Agency & Planning
17-Nov-25
P1D.1660
Fire Dept. - Hazardous Material Business Plan
31-Mar-26
CA State Waterboard RT: Colorado River
17-Oct-25
Stormwater
17-Oct-25
P1D.1670
Industrial User Waste Discharge Permits
P1D.1680
Construction General Permit
P1D.1690
SWPPP Plan Development
P1D.1700
SWPPP Updates based on Activities
Recycled Water
17-Nov-25
P1D.1710
Title 22 Eng. Report for Prod., Dist., & Use of Rec. Water
17-Nov-25
P1D.1720
Title 22 Eng. Report for Brine Disp. Ponds (if req'd)
17-Nov-25
South Coast Air Quality Management District (AQMD)
17-Oct-25
P1D.1750
Authority to Construct Permit
07-Aug-25
Remaining Level of Effort
Actual Level of Effort
Actual Work
Remaining Work
Critical Remaining Work
Milestone
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TASK filter: All Activities
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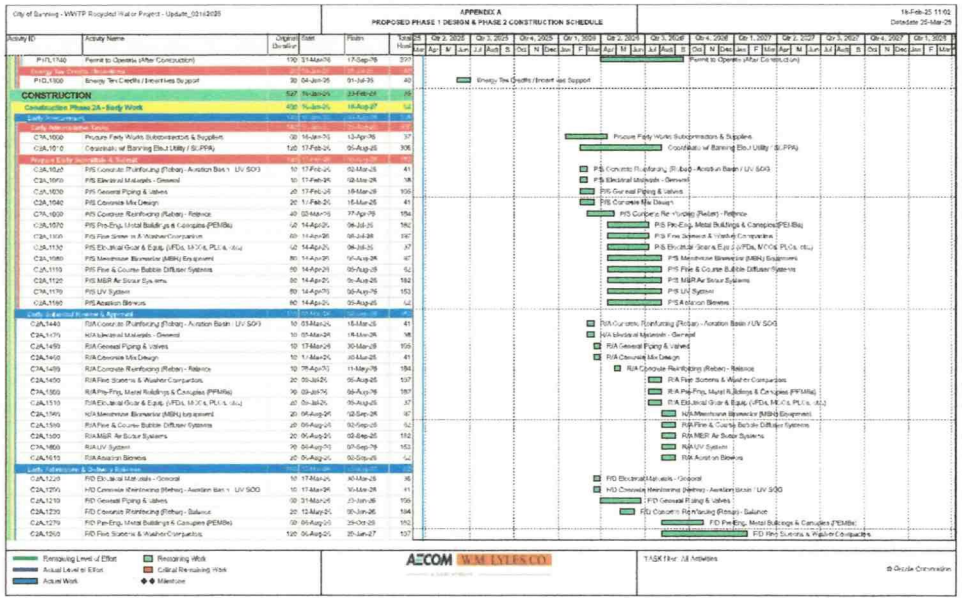
City of Banning - WWTP Recycled Water Project - Update_02182025
APPENDIX A
PROPOSED PHASE 1 DESIGN & PHASE 2 CONSTRUCTION SCHEDULE
18-Feb-25 11:02
Data date 25-Mar-25
Activity ID
Activity Name
Original Duration
Start
Finish
Total Float
PHS.1100 Permit to Operate (After Construction)
Energy Tax Credits / Incentives Support
CONSTRUCTION
Construction Phase 2A - Early Work
Early Procurement
C1A.1000 Procure Early Works Subcontractors & Suppliers
C2A.1010 Coordinate w/ Banning Elec.Utility / SCPPA
Early Site Improvements & Demo
C2A.1020 PIS Concrete Plumbing (Rebar) - Aeration Basin / UV SOG
C2A.1030 PIS Electrical Materials - General
C2A.1040 PIS General Piping & Valves
C2A.1050 PIS Concrete Mix Design
C1A.1030 PIS Concrete Reinforcing (Rebar) - Balance
C2A.1070 PIS Pre-Eng. Metal Buildings & Canopies (PEMBs)
C2A.1100 PIS Fine Screen & Washer Compactors
C2A.1130 PIS Electrical Gear & Equip. (VFDs, MCCs, PLCs, etc.)
C2A.1080 PIS Membrane Bioreactor (MBR) Equipment
C2A.1110 PIS Fine & Course Bubble Diffuser Systems
C2A.1120 PIS MBR Air Scour Systems
C1A.1170 PIS UV System
C2A.1160 PIS Aeration Blowers
Early Electrical Material Approval
C2A.1440 RIA Concrete Plumbing (Rebar) - Aeration Basin / UV SOG
C2A.1470 RIA Material Materials - General
C2A.1460 RIA General Piping & Valves
C2A.1450 RIA Concrete Mix Design
C2A.1400 RIA Concrete Reinforcing (Rebar) - Balance
C2A.1430 RIA Fine Screens & Washer Compactors
C2A.1360 RIA Pre-Eng. Metal Buildings & Canopies (PEMBs)
C2A.1510 RIA Electrical Gear & Equip. (VFDs, MCCs, PLCs, etc.)
C2A.1340 RIA Membrane Bioreactor (MBR) Equipment
C2A.1500 RIA Fine & Course Bubble Diffuser Systems
C2A.1350 RIA MBR Air Scour Systems
C2A.1460 RIA UV System
C2A.1410 RIA Aeration Blowers
Early Tablework & Grade Improvements
C2A.1220 RID Electrical Materials - General
C2A.1270 HID Concrete Reinforcing (Rebar) - Aeration Basin + UV SOG
C2A.1210 RID General Piping & Valves
C2A.1230 RID Concrete Reinforcing (Rebar) - Balance
C2A.1270 RID Pre-Eng. Metal Buildings & Canopies (PEMBs)
C2A.1260 RID Fine Screens & Washer Compactors
Qtr 2, 2026
Qtr 3, 2026
Qtr 4, 2026
Qtr 1, 2027
Qtr 2, 2027
Qtr 3, 2027
Qtr 4, 2027
Qtr 1, 2028
Remaining Level of Effort
Actual Level of Effort
Actual Work
Remaining Work
Critical Remaining Work
Milestone
AECOM W.M. LYLES CO.
TASK filter: All Activities
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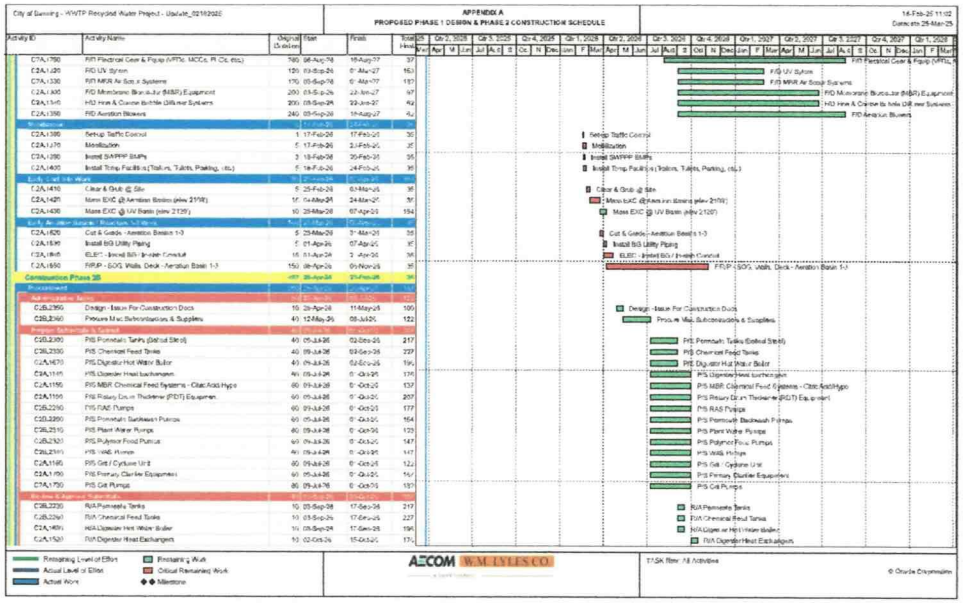
City of Banning - WWTP Recycled Water Project - Update_02182025
APPENDIX A
PROPOSED PHASE 1 DESIGN & PHASE 2 CONSTRUCTION SCHEDULE
18-Feb-25 11:02
Data date 25-Mar-25
Activity ID
Activity Name
Original Duration
Start
Finish
Total Float
C1A.1750 FID Electrical Gear & Equip (VFDs, MCCs, PLCs, etc.)
C2A.1420 FID UV System
C1A.1330 FID MBR Air Scour Systems
C2A.1300 FID Membrane Bioreactor (MBR) Equipment
C2A.1345 HID Fine & Course Bubble Diffuser Systems
C2A.1390 FID Aeration Blowers
Mobilization
C2A.1380 Setup Traffic Control
C2A.1370 Mobilization
C2A.1390 Install SWPPP BMPs
C2A.1400 Install Temp Facilities (Trailers, Toilets, Parking, etc.)
Early Site Improvements & Demo
C2A.1410 Clear & Grub @ Site
C2A.1420 Mass EXC @ Aeration Basins (elev 2159')
C2A.1430 Mass EXC @ UV Basin (elev 2120')
Early Aeration Basin / Structure Materials
C2A.1620 Cut & Grade - Aeration Basin 1-3
C2A.1630 Install BID Utility Piping
C2A.1645 ELECT - Install BID / Switch Conduit
C2A.1650 FRUP - SOG, Walls, Deck - Aeration Basin 1-3
Construction Phase 2B
Procurement
C2B.2350 Design - Issue For Construction Docs
C2B.2360 Procure Misc Subcontractors & Suppliers
Process Equipment & Startup
C2B.2200 PIS Primetank Tanks (Bolted Steel)
C2B.2330 PIS Chemical Feed Tanks
C2A.1470 PIS Digester Hot Water Boiler
C3A.1145 PIS Digester Heat Exchangers
C2A.1150 PIS MBR Chemical Feed Systems - Citric Acid/Hypo
C2A.1160 PIS Rotary Drum Thickener (RDT) Equipment
C2B.2290 PIS RAS Pumps
C2B.2260 PIS Primetank Backwash Pumps
C2B.2310 PIS Plant Water Pumps
C2B.2320 PIS Polymer Feed Pumps
C2B.2340 PIS WAS Pumps
C2A.1165 PIS Grit / Cyclone Unit
C2A.1150 PIS Primary Clarifier Equipment
C1A.1750 PIS Grit Pumps
Pre-Eng. Metal Buildings & Canopies (PEMBs)
C2B.2230 RIA Permeate Tanks
C2B.2240 RIA Chemical Feed Tanks
C2A.1490 RIA Digester Hot Water Boiler
C2A.1520 RIA Digester Heat Exchangers
Qtr 2, 2026
Qtr 3, 2026
Qtr 4, 2026
Qtr 1, 2027
Qtr 2, 2027
Qtr 3, 2027
Qtr 4, 2027
Qtr 1, 2028
Remaining Level of Effort
Actual Level of Effort
Actual Work
Remaining Work
Critical Remaining Work
Milestone
AECOM W.M. LYLES CO.
TASK filter: All Activities
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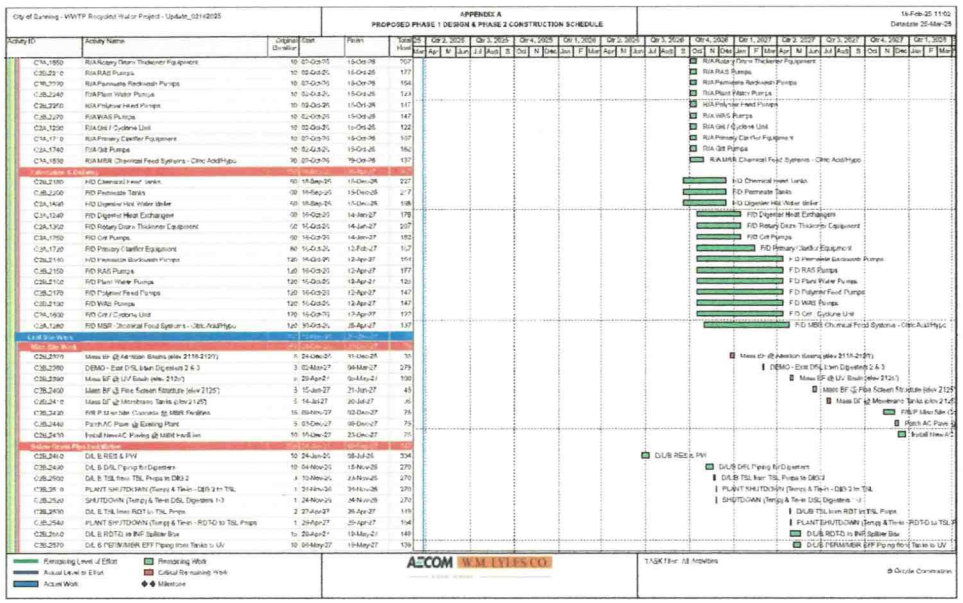
City of Sarnia - WWTP Recycled Water Project - Update_02102025
APPENDIX A
PROPOSED PHASE 1 DESIGN & PHASE 2 CONSTRUCTION SCHEDULE
16-Feb-26 11:02
Datedate 25-Mar-25
Activity ID
Activity Name
Original Duration
Start
Finish
Total Float
Qtr 2, 2025
Qtr 3, 2025
Qtr 4, 2025
Qtr 1, 2026
Qtr 2, 2026
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Qtr 4, 2026
Qtr 1, 2027
Qtr 2, 2027
Qtr 3, 2027
Qtr 4, 2027
Qtr 1, 2028
RIA Rotary Drum Thickener Equipment
RIA RAS Pumps
RIA Permeate Backwash Pumps
RIA Plant Water Pumps
RIA Polymer Feed Pumps
RIA WAS Pumps
RIA Grit / Cyclone Unit
RIA Primary Clarifier Equipment
RIA Grit Pumps
RIA MBR Chemical Feed Systems - Citric Acid/Hypo
Demolition & Civil Work
HD Chemical Inert Tanks
FD Permeate Tanks
HD Digester Hot Water Boiler
FD Digester Heat Exchanger
FD Rotary Drum Thickener Equipment
FD Grit Pumps
FD Primary Clarifier Equipment
FD Permeate Backwash Pumps
FD RAS Pumps
FD Plant Water Pumps
FD Polymer Feed Pumps
FD WAS Pumps
FD Grit / Cyclone Unit
FD MBR Chemical Feed Systems - Citric Acid/Hypo
Civil Site Work
Mass Str @ Aeration Basins (elev 211ft-212ft)
DEMO - East DIS Drum Digesters 2 & 3
Mass EF @ UV Basin (elev. 212ft)
Mass BF @ Final Settling Structure (elev 212ft)
Mass Str @ Membrane Tanks (elev 212ft)
Install New AC Paving @ MBR Facilities
Patch AC Pave @ Existing Plant
Install New AC Paving @ MBR Facilities
Yellow Book Pipe Installation
D/L B RES & PW
D/L B DIS Piping to Digesters
D/L B TSL from TSL Pumps to DB3.2
PLANT SHUTDOWN (Temp) & Tie-in DB3.2 to TSL
SHUTDOWN (Temp) & Tie-in DSL Digesters 1-3
D/L B TSL from RDTO to TSL Pumps
PLANT SHUTDOWN (Temp & Tie-in - RDTO to TSL Pumps
D/L B RDTO to INF Splitter Box
D/L B PERM/MBR EFF Piping from Tanks to UV
Remaining Level of Effort
Actual Level of Effort
Actual Work
Remaining Work
Critical Remaining Work
Milestone
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TASK filter: All Activities
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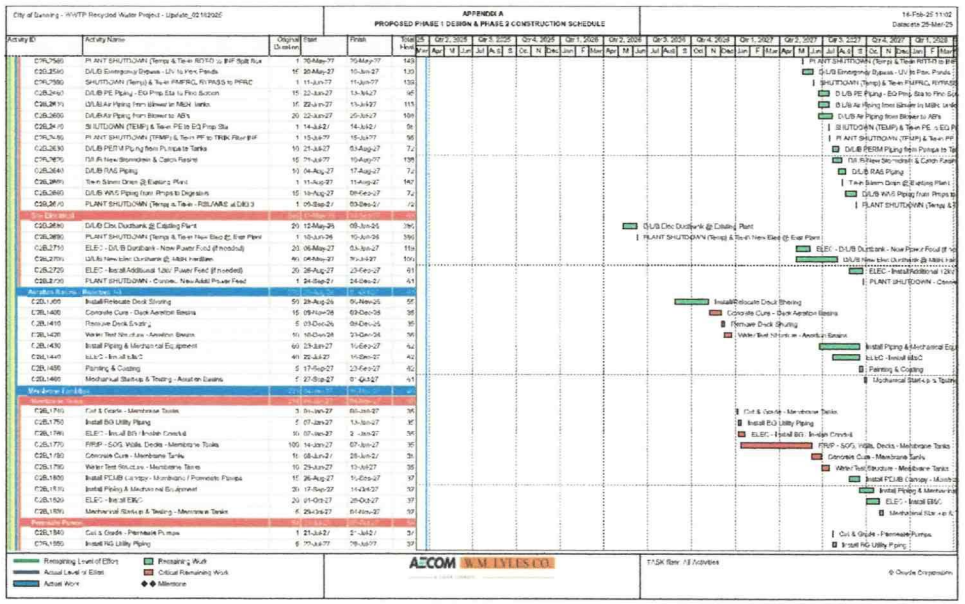
City of Sarnia - WWTP Recycled Water Project - Update_02102025
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Qtr 2, 2026
Qtr 3, 2026
Qtr 4, 2026
Qtr 1, 2027
Qtr 2, 2027
Qtr 3, 2027
Qtr 4, 2027
Qtr 1, 2028
PLANT SHUTDOWN (Temp & Tie-in RDTO to INF Split Box
D/L B Emergency Bypass - UV to Hex Ponds
SHUTDOWN (Temp) & Tie-in PMPRC, RWPASS to PMRC
D/L B PE Piping - EQ Pmp Sta to Pmp Station
D/L B Air Piping from Blower to MBR Tanks
D/L B Air Piping from Blower to ABTs
SHUTDOWN (TEMP) & Tie-in PE to EQ Pmp Sta
PLANT SHUTDOWN (TEMP) & Tie-in PE to TRBK Filter INF
D/L B PERM Piping from Pumps to Tanks
Tie-in New Stormdrain & Catch Basins
D/L B RAS Piping
Twin Storm Drain @ Existing Plant
D/L B WAS Piping from Pmps to Digesters
PLANT SHUTDOWN (Temp & Tie-in - RSL/WAS at DB3.3
Civil Site Work
D/L B Dist Duct bank @ Existing Plant
PLANT SHUTDOWN (Temp) & Tie-in New Elec @ Exist Plant
ELEC - D/L B Duct bank - New Power Feed (if needed)
D/L B New Inter Duct bank @ MBR Facilities
ELEC - Install Additional 12kV Power Feed (if needed)
PLANT SHUTDOWN - Comm., New Addit Power Feed
Aeration Basins - Reactors A3
Install Relocate Deck Shoring
Concrete Cure - Deck Aeration Basins
Remove Deck Shoring
Water Test Structure - Aeration Basins
Install Piping & Mechanical Equipment
Install Piping & Mechanical Equipment
Install BSC
Painting & Coating
Mechanical Start-up & Testing - Aeration Basins
Membrane Tanks
Membrane Tanks
Cut & Grade - Membrane Tanks
Install EQ Utility Piping
Install EQ Utility Piping
ELEC - Install BSI - Inside Crawls
FRP - SOG, Walls, Decks - Membrane Tanks
Concrete Cure - Membrane Tanks
Water Test Structure - Membrane Tanks
Install PCMB Canopy - Membrane / Permeate Pumps
Install Piping & Mechanical Equipment
ELEC - Install BSC
Mechanical Start-up & Testing - Membrane Tanks
Permeate Pumps
Cut & Grade - Permeate Pumps
Install NG Utility Piping
Remaining Level of Effort
Actual Level of Effort
Actual Work
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Critical Remaining Work
Milestone
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TASK filter: All Activities
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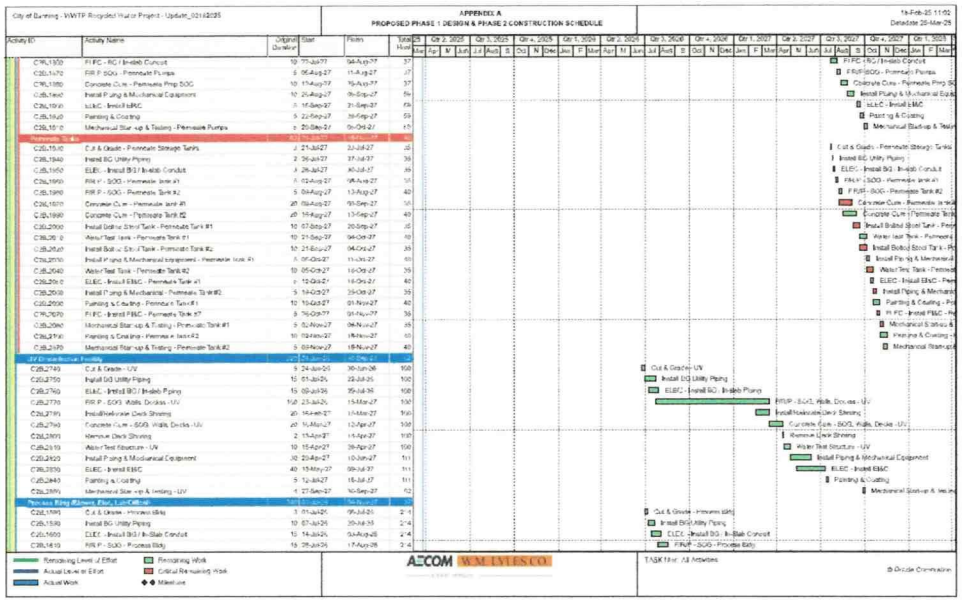
City of Banning - WWTP Recycled Water Project - Update_02182025
APPENDIX A
PROPOSED PHASE 1 DESIGN & PHASE 2 CONSTRUCTION SCHEDULE
18-Feb-25 11:02
Datadate 28-Mar-25
Activity ID
Activity Name
Original Duration
Start
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Total Float
AECOM
W.M. LYLES CO.
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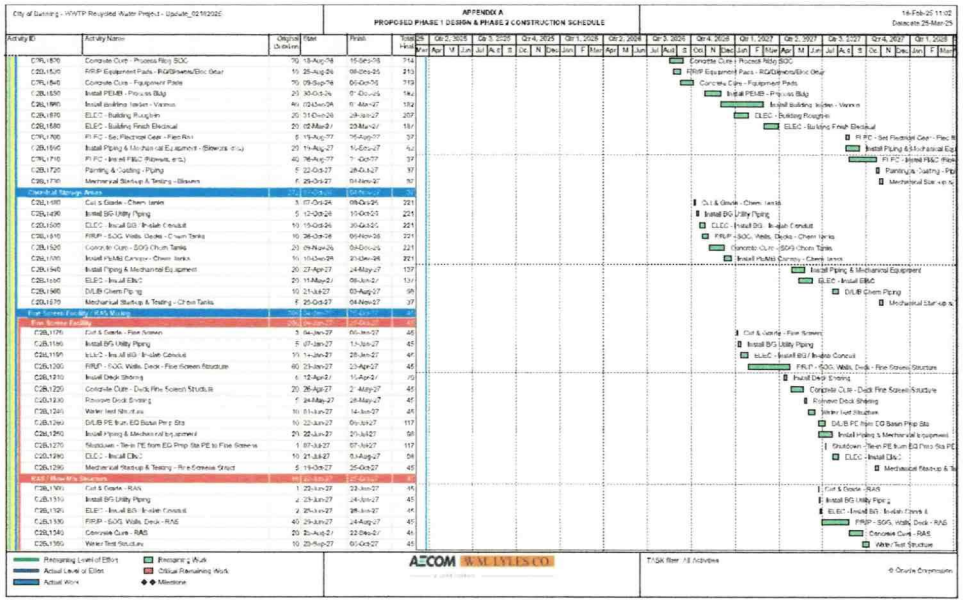
Remaining Work
Critical Remaining Work
Milestone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W.M. LYLES CO.
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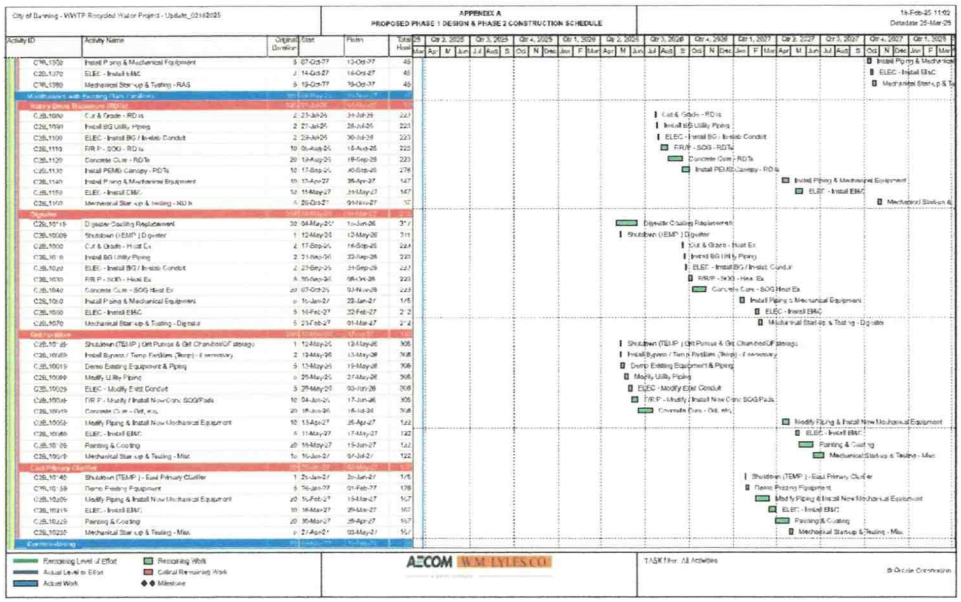
Remaining Level of Effort
Actual Level of Effort
Actual Work
Remaining Work
Critical Remaining Work
Milestone


City of Banning - WWTP Recycled Water Project - Update_02102025
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PROPOSED PHASE 1 DESIGN & PHASE 2 CONSTRUCTION SCHEDULE
14-Feb-25 11:02
Datadate 25-Mar-25
Remaining Level of Effort
Actual Level of Effort
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Critical Remaining Work
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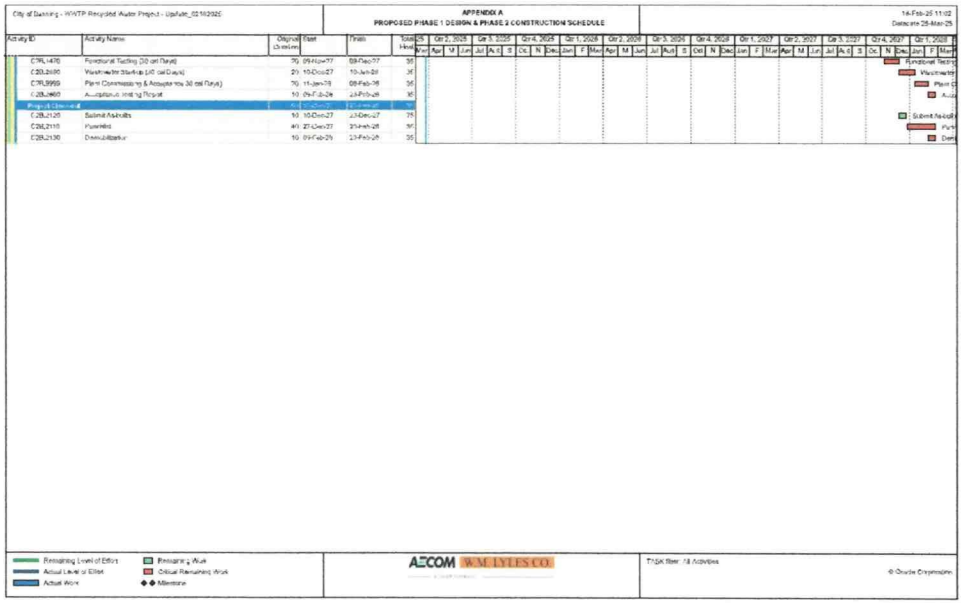
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Datadate 25-Mar-25
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Actual Level of Effort
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Critical Remaining Work
Milestone
AECOM
W.M. LYLES CO.
TASK filter: All Activities
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Appendix A
Index of Drawings and Specifications

AECOM/W.M.Lyles Co.
3960 Industrial Blvd.
Suite 300
W. Sacramento, CA 95691
(916) 375-1833 Office
(916) 375-1848 Fax
www.aecom.com
www.wmlyles.com

BANNING WWTP DRAWING LIST
Estimated Level of Detail for Each Percent (%) Submittal
p - partial, c - complete, f - final

NO.	DRAWING TITLE	30% DESIGN	60% DESIGN	90% DESIGN	100% DESIGN
General					
00 G-001	COVER SHEET	c	c	f	f
00 G-002	INDEX OF DRAWINGS I	p	c	f	f
00 G-003	INDEX OF DRAWINGS II	p	c	f	f
00 G-004	STRUCTURE DESIGNATION KEY	c	c	f	f
00 G-005	HYDRAULIC PROFILE				
00 G-006	DESIGN CRITERIA				
Civil					
C-001	LEGEND, ABBREVIATIONS, AND GENERAL NOTES	c	c	f	f
C-002	EXISTING CONDITIONS I				
C-003	EXISTING CONDITIONS II	c	c	f	f
C-004	EXCAVATION AND GRADING PLAN I	p	c	f	f
C-005	EXCAVATION AND GRADING PLAN II	p	c	f	f
C-006	EXCAVATION AND GRADING PLAN III	p	c	f	f
C-007	LINING SYSTEM I	-	p	c	f
C-008	LINING SYSTEM II	-	p	c	f
C-009	LINING SYSTEM III	-	p	c	f
C-010	SURVEY CONTROL PLAN I	p	c	f	f
C-011	SURVEY CONTROL PLAN II	p	c	f	f
C-012	SURVEY CONTROL PLAN III	p	c	f	f
C-013	EROSION CONTROL/STORMWATER II	-	c	f	f
C-014	EROSION CONTROL/STORMWATER II	-	c	f	f
C-015	YARD PIPING PLAN I	p	c	f	f
C-016	YARD PIPING PLAN II	p	c	f	f
C-017	YARD PIPING PLAN III	-	p	c	f
C-018	YARD PIPING PLAN IV	-	p	c	f
C-019	YARD PIPING PLAN V	-	p	c	f
C-020	YARD PIPING SECTIONS	-	c	f	f
C-021	PAVING AND GRADING I	p	c	f	f
C-022	PAVING AND GRADING II	-	c	f	f
C-023	GRADING SECTIONS I	-	c	f	f
C-024	GRADING SECTIONS II	-	c	f	f
C-025	GRADING SECTIONS III	-	c	f	f
C-026	GRADING SECTIONS IV	-	c	f	f
99 C-501	DETAILS I	-	c	f	f
99 C-502	DETAILS II	-	c	f	f
99 C-503	DETAILS III	-	p	c	f
99 C-504	DETAILS IV	-	p	c	f
99 C-505	DETAILS V	-	p	c	f
Architectural					
00 A-001	ARCHITECTURAL NOTES AND ABBREVIATIONS	p	c	f	f
00 A-001	ARCHITECTURAL CODE REVIEW/AREA CLASSIFICATION	-	c	f	f
03 A-101	MEMBRANE TANKS (W/ CANOPY) PLAN	p	c	f	f
03 A-102	MEMBRANE TANKS ROOF PLAN	p	c	f	f
03 A-201	MEMBRANE TANKS ELEVATIONS	p	c	f	f
03 A-301	MEMBRANE TANKS SECTIONS	-	p	c	f
04 A-101	PERMEATE PUMPS (W/ CANOPY) PLAN	p	c	f	f
04 A-102	PERMEATE PUMPS ROOF PLAN	p	c	f	f
04 A-201	PERMEATE PUMPS ELEVATIONS	p	c	f	f
04 A-301	PERMEATE PUMPS SECTIONS	-	p	c	f
05 A-001	PROCESS BUILDING (OFFICE, LAB, BLOWERS (PEMB)) LIFE SAFETY	p	c	f	f
05 A-101	PROCESS BUILDING PLAN	p	c	f	f
05 A-102	PROCESS BUILDING REFLECTED CEILING PLAN	-	p	c	f
05 A-103	PROCESS BUILDING ROOF PLAN	p	c	f	f
05 A-201	PROCESS BUILDING ELEVATIONS	p	c	f	f
05 A-301	PROCESS BUILDING SECTIONS	-	p	c	f
05 A-301	PROCESS BUILDING WALL SECTIONS	-	p	c	f
05 A-501	PROCESS BUILDING ENLARGED PLANS AND INT ELEVATIONS	-	p	c	f
07 A-101	CHEMICAL STORAGE (W/ CANOPY) PLAN	p	c	f	f
07 A-102	CHEMICAL STORAGES ROOF PLAN	p	c	f	f
07 A-201	CHEMICAL STORAGE ELEVATIONS	p	c	f	f
07 A-301	CHEMICAL STORAGE SECTIONS	-	p	c	f
08 A-101	ROTARY DRUM THICKENERS (W/ CANOPY) PLAN	p	c	f	f
08 A-102	ROTARY DRUM THICKENERS ROOF PLAN	p	c	f	f
08 A-201	ROTARY DRUM THICKENERS ELEVATIONS	-	p	c	f
08 A-301	ROTARY DRUM THICKENERS SECTIONS	-	p	c	f
99 A-501	DETAILS I	p	c	f	f
99 A-502	DETAILS II	-	p	c	f
99 A-503	DETAILS III	-	p	c	f
99 A-551	DOOR SCHEDULE AND DETAILS	-	p	c	f
99 A-552	WINDOW/ LOUVER SCHEDULE, FINISH SCHEDULE, & DETAILS	-	p	c	f
XX A-101	RO CHEMICAL STORAGE (W/ CANOPY) PLAN	p	c	f	f
XX A-102	RO CHEMICAL STORAGES ROOF PLAN	p	c	f	f
XX A-201	RO CHEMICAL STORAGE ELEVATIONS	p	c	f	f
XX A-301	RO CHEMICAL STORAGE SECTIONS	-	p	c	f
Structural					
00 S-001	STRUCTURAL NOTES & ABBREVIATIONS	c	c	f	f
00 S-002	STRUCTURAL NOTES II	p	c	c	f
00 S-003	STRUCTURAL NOTES III	p	c	c	f
01 S-101	FINE SCREENS - FOUNDATION PLAN	p	p	c	f
01 S-102	FINE SCREENS - UPPER LEVEL PLAN	p	p	c	f
01 S-301	FINE SCREENS - SECTIONS	-	c	c	f
02 S-101	REACTORS - FOUNDATION PLAN	p	c	c	f
02 S-102	REACTORS - UPPER LEVEL PLAN	p	p	c	f

BANNING WWTP DRAWING LIST
Estimated Level of Detail for Each Percent (%) Submittal
p - partial, c - complete, f - final

NO.	DRAWING TITLE	30% DESIGN	60% DESIGN	90% DESIGN	100% DESIGN
02 S-301	REACTORS - SECTIONS I	-	c	c	f
02 S-302	REACTORS - SECTIONS II	-	p	c	f
03 S-101	MEMBRANE TANKS/PERMEATE PUMPS - PLAN & SECTIONS	p	p	c	f
04 S-101	PERMEATE PUMPS - PLAN & SECTIONS	p	p	c	f
05 S-101	PROCESS BUILDING - PLAN & SECTIONS	p	p	c	f
06 S-101	UV SYSTEM UPPER LOWEER LEVEL PLAN	p	c	c	f
06 S-102	UV SYSTEM TANK- UPPER LEVEL PLAN	p	c	c	f
06 S-301	UV SYSTEM SECTIONS I	-	c	c	f
06 S-302	UV SYSTEM SECTIONS II	-	p	c	f
07 S-101	CHEMICAL STORAGE - PLAN & SECTIONS	-	p	c	f
08 S-101	ROTARY DRUM THICKENERSS - PLAN & SECTIONS	p	c	c	f
99 S-501	STRUCTURAL STANDARD DETAILS I	-	p	c	f
99 S-502	STRUCTURAL STANDARD DETAILS II	-	p	c	f
99 S-503	STRUCTURAL STANDARD DETAILS III	-	p	c	f
99 S-504	STRUCTURAL STANDARD DETAILS IV	-	-	c	f
99 S-505	STRUCTURAL STANDARD DETAILS V	-	-	c	f
XX-S-101	BLENDING TANK - PLANS AND SECTIONS	-	p	c	f
XX-S-102	CHEMICAL FACILITY - PLANS AND SECTIONS	-	p	c	f
Process Mechanical					
00 D-001	PROCESS LEGEND	p	c	f	f
00 D-002	NOTES AND ABBREVIATIONS	p	c	f	f
00 D-003	PIPE SCHEDULE	p	c	f	f
00 D-004	PROCESS SCHEDULES I (PUMPS, BLOWERS, CHEM METERING)	p	c	f	f
00 D-005	PROCESS SCHEDULES II (SLIDE GATES, STOP LOGS, HOISTING)	-	p	c	f
00 D-006	PROCESS SCHEDULES III (MIXING)	-	p	c	f
00 D-007	SCREENINGS PROCESS FLOW DIAGRAM				
00 D-008	MBR REACTOR PROCESS FLOW DIAGRAM I (INCL AERATION BLOWERS)				
00 D-009	MBR REACTOR PROCESS FLOW DIAGRAM II				
00 D-010	MEMBRANE TANK PROCESS FLOW DIAGRAM				
00 D-011	PERMEATE PROCESS FLOW DIAGRAM (INCL BW PUMPS & AIR SCOUR BLOWERS)				
00 D-012	CHEMICAL FEED PFD I (HYPO)				
00 D-013	CHEMICAL FEED PFD II (POLYMER)				
00 D-014	CHEMICAL FEED PFD (CITRIC ACID)				
00 D-015	CHEMICAL FEED PFD (CARBON FOR MBR)				
00 D-016	UV PROCESS FLOW DIAGRAM				
00 D-017	RDT PROCESS FLOW DIAGRAM				
00 D-018	PLANT WATER PROCESS FLOW DIAGRAM				
00 D-019	SECONDARY DIGESTER CONVERSION PROCESS FLOW DIAGRAM				
01 D-101	FINE SCREEN LOWER PLAN	p	c	f	f
01 D-102	FINE SCREEN UPPER PLAN	p	c	f	f
01 D-301	FINE SCREEN SECTION I	-	c	f	f
01 D-302	FINE SCREEN SECTION II	-	p	c	f
02 D-101	AERATION TANKS LOWER LEVEL	p	c	f	f
02 D-102	AERATION TANKS LOWER LEVEL II	p	c	f	f
02 D-103	AERATION TANKS UPPER LEVEL	p	c	f	f
02 D-104	AERATION TANKS UPPER LEVEL II	p	c	f	f
02 D-301	AERATION TANKS SECTION I	-	c	f	f
02 D-302	AERATION TANKS SECTION II	-	c	f	f
03 D-101	MEMBRANE TANKS LOWER PLAN I	p	c	f	f
03 D-103	MEMBRANE TANKS UPPER PLAN I	p	c	f	f
03 D-301	MEMBRANE TANKS SECTION I	-	c	f	f
03 D-302	MEMBRANE TANKS SECTION II	-	c	f	f
04 D-101	PERMEATE & BW PUMPS	p	p	c	f
04 D-301	PERMEATE & BW PUMPS SECTION II	-	c	f	f
05 D-101	BLOWER ROOM PLAN & SECTION	p	p	c	f
06 D-102	PLANT WATER PUMPS PLAN & SECTION	-	c	f	f
06 D-101	UV DISINFECTION FACILITY LOWER PLAN (INCLUDES PUMPS)	p	p	c	f
06 D-301	UV DISINFECTION FACILITY SECTION I	-	c	f	f
06 D-302	UV DISINFECTION FACILITY SECTION II	-	c	f	f
07 D-101	CHEMICA AREA PLAN (HYPO, CITRIC, CARBON)	p	p	c	f
07 D-301	CHEMICAL AREA SECTION	-	p	c	f
08 D-101	RDT PLAN (INCLUDES POLYMER AREA)	p	c	f	f
08 D-102	RDT UPPER LPLATFORM PLAN	-	p	c	f
08 D-301	RDT SECTION I	-	p	c	f
09 DD-101	DIGESTER CONVERSION DEMO I	p	c	f	f
09 DD-102	DIGESTER CONVERSION DEMO II	-	p	c	f
09 D-101	DIGESTER CONVERSION PLAN I	p	c	f	f
09 D-102	DIGESTER CONVERSION PLAN II	-	p	c	f
99 D-001	TANK DETAILS I	-	p	c	f
99 D-002	TANK DETAILS II	-	p	c	f
99 D-002	DETAILS I	-	p	c	f
99 D-003	DETAILS II	-	p	c	f
99 D-004	DETAILS III	-	p	c	f
XX D-101	RO TANKS, CIP & PERMEATE TANKS LOWER PLAN	-	p	c	f
XX D-102	RO TANKS, CIP & PERMEATE TANKS UPPER PLAN	-	p	c	f
XX D-301	RO TANKS, CIP & PERMEATE TANKS SECTION I	-	p	c	f
XX D-051	RO REJECT & EVAP PONDS PLAN (ASSUMES 1 TYPICAL PLAN FOR ALL)	-	p	c	f
XX D-002	RO REJECT & EVAP PONDS SECTION (ASSUMES 1 TYPICAL SECTION FOR ALL PONDS)	-	p	c	f

BANNING WWTP DRAWING LIST
Estimated Level of Detail for Each Percent (%) Submittal
p - partial, c - complete, f - final

NO.	DRAWING TITLE	30% DESIGN	60% DESIGN	90% DESIGN	100% DESIGN
HVAC					
00 H-001	LEGENDS, SYMBOLS, NOTES AND ABBREVIATIONS	p	c	f	f
00 H-002	SCHEDULE I	p	c	f	f
00 H-003	SCHEDULE II				
00 H-150	SEQUENCE OF OPERATION AND CONTROL	-	p	c	f
03 H-101	FLOOR PLANS	p	c	f	f
03 H-102	ROOF PLAN	p	c	f	f
03 H-201	ELEVATION I	-	c	f	f
03 H-202	ELEVATION II	-	c	f	f
99 H-001	INSTALLATION DETAILS	-	c	f	f
Plumbing					
00 P-001	LEGEND, NOTES AND ABBREVATIONS	p	c	f	f
00 P-002	SCHEDULE I	p	c	f	f
00 P-003	SCHEDULE II				
05 P-150	UNDERGROUND SANITARY DRAIN	-	p	c	f
06 P-101	GROUND FLOOR PLAN SANITARY DRAIN/VENT	p	c	f	f
06 P-102	GROUND FLOOR WATER AND NATURAL GAS	p	c	f	f
06 P-201	PARTIAL FLOOR-BATHROOM UNDERGROUND	p	c	f	f
99 P-001	DETAILS I	-	p	c	f
99 P-002	DETAILS II	-	p	c	f
Fire Protection					
00 FP-001	LEGEND, NOTES AND ABBREVATIONS	p	c	f	f
05 FP-001	PIPING RISERS AND MAINS	p	c	f	f
99 FP-001	INSTALLATION DETAILS	-	p	c	f
Instrumentation & Control					
00 I-001	SYMBOLS, LEGEND AND GENERAL NOTES	p	c	f	f
00 I-002	NETWORK DIAGRAM I	p	c	f	f
00 I-003	NETWORK DIAGRAM II	-	p	c	f
01 I-001	HEADWORKS AND FINE SCREENS I	p	c	f	f
01 I-002	HEADWORKS AND FINE SCREENS II	-	p	c	f
02 I-001	AERATION TANKS I, II, III	p	c	f	f
03 I-001	MEMBRANE TANKS I, II, III	p	c	f	f
04 I-001	PERMEATE AND BACKWASH PUMPS	p	c	f	f
05 I-001	AERATION BLOWERS	p	c	f	f
05 I-002	MBR AIR SCOUR BLOWERS	p	c	f	f
06 I-001	UV SYSTEM	p	c	f	f
06 I-002	PLANT WATER PUMPS	-	p	c	f
07 I-001	SODIUM HYPO	p	c	f	f
07 I-002	POLYMER	p	c	f	f
07 I-003	CITRIC ACID	p	c	f	f
07 I-001	MICRO C	p	c	f	f
08 I-002	RDT I	p	c	f	f
99 I-001	DIGESTERS I	p	c	f	f
99 I-002	DIGESTERS II	-	p	c	f
99 I-001	MISC. I/O I	-	-	c	f
99 I-002	MISC. I/O II	-	-	c	f
XX I-001	RO P&D I	p	c	f	f
XX I-002	RO P&D II	p	c	f	f
XX I-003	EVAPORATION PONDS P&D I	p	c	f	f
XX I-004	EVAPORATION PONDS P&D II	p	c	f	f
XX I-005	MISCELLANEOUS DETAILS	p	c	f	f
XX I-006	PH ADJUSTING CHEMICALS P&ID	p	c	f	f
Electrical					
00 E-001	ELECTRICAL LEGEND, SYMBOLS AND ABBREVIATIONS	p	c	f	f
00 E-002	ELECTRICAL SITE PLAN I - POWER	p	c	f	f
00 E-003	ELECTRICAL SITE PLAN II - SYSTEMS	-	p	c	f
00 E-004	SINGLE LINE DIAGRAM I - EXIST. SWBD-MS - DEMOLITION	-	p	c	f
00 E-005	SINGLE LINE DIAGRAM II - EXIST. MCC-1 - DEMOLITION	-	p	c	f
00 E-006	SINGLE LINE DIAGRAM III - EXIST. MCC-2M - DEMOLITION	-	p	c	f
00 E-007	SINGLE LINE DIAGRAM III - EXIST. SVBD-MS - MODIFICATIONS	p	c	f	f
00 E-001	ELECTRICAL SCHEDULES I - AREA CLASSIFICATION	-	p	c	f
00 E-002	ELECTRICAL SCHEDULES II - CONDUIT AND WIRE, LUMINAIRE	-	p	c	f
00 E-003	ELECTRICAL SCHEDULES III - GROUNDING, TABLE OF RESPON.	-	p	c	f
00 E-004	SCADA SYSTEM NETWORK DIAGRAM	-	p	c	f
00 E-005	DATA AND PHONE SYSTEM NETWORK DIAGRAM	-	p	c	f
00 E-006	FIRE ALARM SYSTEM NETWORK DIAGRAM	-	p	c	f
01 E-101	FINE SCREENS - POWER PLAN	-	p	c	f
01 E-201	FINE SCREENS - SYSTEMS PLAN	-	p	c	f
01 E-301	FINE SCREENS - RISER DIAGRAMS	-	-	c	f
02 E-101	AERATION TANKS - POWER PLAN I	-	p	c	f
02-E-102	AERATION TANKS - POWER PLAN II	-	p	c	f
02-E-201	AERATION TANKS - SYSTEMS PLAN	-	p	c	f
02 E-001	AERATION TANKS - RISER DIAGRAMS	-	-	c	f
03 E-101	MEMBRANE TANKS - POWER PLAN I	-	p	c	f
03 E-102	MEMBRANE TANKS - POWER PLAN II	-	p	c	f
03 E-201	MEMBRANE TANKS - SYSTEMS PLAN I	-	p	c	f
03 E-202	MEMBRANE TANKS - SYSTEMS PLAN II	-	p	c	f
03 E-001	MEMBRANE TANKS - RISERS	-	-	c	f

BANNING WWTP DRAWING LIST
Estimated Level of Detail for Each Percent (%) Submittal
p - partial, c - complete, f - final

NO.	DRAWING TITLE	30% DESIGN	60% DESIGN	90% DESIGN	100% DESIGN
04 E-101	PERMEATE & BACKWASH PUMPS - POWER PLAN	-	p	c	f
04 E-601	PERMEATE & BACKWASH PUMPS - RISER DIAGRAMS	-	p	c	f
04 E-602	PERMEATE & BACKWASH PUMPS - WIRING SCHEMATICS	-	p	c	f
05 E-001	PROCESS BUILDING - SINGLE LINE DIAGRAM I - SWBD-1	-	p	c	f
05 E-002	PROCESS BUILDING - SINGLE LINE DIAGRAM II - MCC-1	-	p	c	f
05 E-003	PROCESS BUILDING - SINGLE LINE DIAGRAM III - MCC-2	-	p	c	f
05 E-004	PROCESS BUILDING - PANELBOARD SCHEDULES I	-	p	c	f
05 E-005	PROCESS BUILDING - PANELBOARD SCHEDULES II	-	p	c	f
05 E-006	PROCESS BUILDING - PANELBOARD SCHEDULES III	-	p	c	f
05 E-101	PROCESS BUILDING - POWER PLAN I - GRADE LEVEL	-	p	c	f
05 E-102	PROCESS BUILDING - POWER PLAN II - GRADE LEVEL	-	p	c	f
05 E-105	PROCESS BUILDING - POWER PLAN V - ROOF LEVEL	-	p	c	f
05 E-201	PROCESS BUILDING - SYSTEMS PLAN I - GRADE LEVEL	-	p	c	f
05 E-202	PROCESS BUILDING - SYSTEMS PLAN II - GRADE LEVEL	-	p	c	f
05 E-601	PROCESS BUILDING - WIRING SCHEMATICS I	-	p	c	f
05 E-602	PROCESS BUILDING - WIRING SCHEMATICS II	-	p	c	f
05 E-603	PROCESS BUILDING - WIRING SCHEMATICS III	-	p	c	f
05 E-604	PROCESS BUILDING - RISER DIAGRAMS I	-	-	c	f
05 E-605	PROCESS BUILDING - RISER DIAGRAMS II	-	-	c	f
05 E-606	PROCESS BUILDING - RISER DIAGRAMS III	-	-	c	f
06 E-101	UV - POWER PLAN I	-	p	c	f
06 E-201	UV - SYSTEMS PLAN I	-	p	c	f
06 E-601	UV - RISER DIAGRAMS	-	-	c	f
07 E-101	HYPOCITRIC/MICRO C - POWER PLAN I	-	p	c	f
07 E-102	HYPOCITRIC/MICRO C - POWER PLAN II	-	p	c	f
07 E-201	HYPOCITRIC/MICRO C - SYSTEMS PLAN I	-	p	c	f
07 E-202	HYPOCITRIC/MICRO C - SYSTEMS PLAN II	-	p	c	f
07 E-601	HYPOCITRIC/MICRO C - RISER DIAGRAMS	-	-	c	f
08 E-101	RDT - POWER PLAN I - GRADE LEVEL	-	p	c	f
08 E-102	RDT - POWER PLAN II - PLATFORM/UPPER LEVEL	-	p	c	f
08 E-201	RDT - SYSTEMS PLAN	-	p	c	f
08 E-601	RDT - RISER DIAGRAMS	-	-	c	f
09 ED-101	DIGESTER - ELECTRICAL DEMO PLAN I	-	p	c	f
09 ED-102	DIGESTER - ELECTRICAL DEMO PLAN II	-	p	c	f
09 E-101	DIGESTER - POWER PLAN I	-	p	c	f
09 E-102	DIGESTER - POWER PLAN II	-	p	c	f
09 E-201	DIGESTER - SYSTEMS PLAN II	-	p	c	f
09 E-202	DIGESTER - SYSTEMS PLAN II	-	p	c	f
09 E-601	DIGESTER - RISER DIAGRAMS	-	-	c	f
99 E-501	ELECTRICAL DETAILS I	-	-	f	f
99 E-502	ELECTRICAL DETAILS II	-	-	f	f
99 E-503	ELECTRICAL DETAILS III	-	-	f	f
XX-E-001	MODS TO SITE PLAN	-	p	c	f
XX-E-002	RO SINGLE LINE DIAGRAM	-	p	c	f
XX-E-003	RO AND PONDS AREA SINGLE LINE DIAGRAM	-	p	c	f
XX-E-101	RO AREA POWER PLAN I	-	p	c	f
XX-E-102	RO AREA POWER PLAN II	-	p	c	f
XX-E-103	PONDS POWER PLAN I	-	p	c	f
XX-E-104	PONDS POWER PLAN II	-	p	c	f
XX-E-201	RO AREA SYSTEMS PLAN	-	p	c	f
XX-E-202	PONDS AREA SYSTEMS PLAN	-	p	c	f
XX-E-501	PANEL SCHEDULES I	-	p	c	f
XX-E-502	PANEL SCHEDULES II	-	p	c	f
XX-E-503	RISER DIAGRAMS I	-	p	c	f
XX-E-504	RISER DIAGRAMS II	-	p	c	f
XX-E-505	WIRING SCHEMATICS I	-	p	c	f
XX-E-506	WIRING SCHEMATICS II	-	p	c	f
TOTAL		102	252	269	269

BANNING WWTP - SPECIFICATIONS LIST
Estimated Level of Detail for Each Percent (%) Submittal
p - partial, c - complete, f - final

NO.	SPECIFICATION SECTION TITLE	30% DESIGN	60% DESIGN	90% DESIGN	100% DESIGN
Division 1					
01045	Cutting, Coring and Patching	-	c	c	f
01065	Structural Tests and Inspections	-	-	c	f
01568	Erosion Control	-	-	c	f
01900	Seismic and Wind Requirements	-	c	c	f
Division 2					
02018	Vibration Monitoring	-	-	c	f
02050	Demolition and Alterations	-	-	c	f
02100	Site Preparation	-	-	c	f
02160	Temporary Excavation Support Systems	-	-	c	f
02210	Earth Excavation, Backfill and Grading	p	c	c	f
02223	Screened Gravel	-	c	c	f
02224	Bank-Run Gravel	-	c	c	f
02741	Select Borrow	-	c	c	f
02271	Geotextile Fabric	-	c	c	f
02431	Catchbasins	-	c	c	f
02435	Crushed Stone	-	c	c	f
02444	Chain-Link Fences and Gates	-	c	c	f
02560	Manholes	-	c	c	f
02615	Ductile-Iron Piping and Fittings	p	c	c	f
02620	PVC Gravity Sewer Pipe	p	c	c	f
02625	Corrugated HDPE Pipe	-	c	c	f
02630	PVC Pressure Pipe	p	c	c	f
02740	Bituminous Pavement and Appurtenances	-	c	c	f
02750	Portland Cement Concrete Pavement	-	c	c	f
02770	Concrete Sidewalks, Curbs and Gutters	-	c	c	f
02776	Parking Bumpers and Guardrails	-	-	c	f
XXXXX	HDPE Geomembranes	p	c	c	f
XXXXX	Geosynthetic Clay Liners	p	c	c	f
XXXXX	Geocomposite Drains	p	c	c	f
Division 3					
03100	Concrete Formwork	-	c	c	f
03200	Concrete Reinforcement	-	c	c	f
03250	Construction and Expansion Joints	-	c	c	f
03255	Polyvinyl Chloride Waterstops	-	c	c	f
03256	Hydrophilic Rubber Waterstops	-	c	c	f
03300	Cast-in-Place Concrete	-	c	c	f
03345	Concrete Floor Treatment	-	c	c	f
03358	Controlled Low Strength Material (CLSM)	-	c	c	f
03420	Precast Reinforced Concrete Vaults	-	c	c	f
03900	Grout	-	c	c	f
03730	Concrete Repair Work	-	c	c	f
03800	Leakage Testing of Containment Structures	-	c	c	f
Division 5					
05120	Structural Steel	-	c	c	f
05500	Miscellaneous Metal	-	c	c	f
05510	Aluminum Stairs, Ladders and Platforms	-	c	c	f
05540	Aluminum Plate Covers and Frames	-	c	c	f
Division 6					
06129	Fiberglass Baffles, Weirs, and Filter Washwater Troughs	-	c	c	f
06600	Fiberglass Reinforced Plastic Grating and Structural Fabrications	-	c	c	f
Division 7					
07840	Firestopping	-	c	c	f
07900	Joint Sealants	-	c	c	f
Division 8					
08100	Metal Doors and Frames	-	c	c	f
08331	Insulated Overhead Coiling Doors	-	c	c	f
08500	Windows	-	c	c	f
08710	Finish Hardware	-	c	c	f
08810	Glass and Glazing	-	c	c	f
08920	Translucent Wall Panels	-	c	c	f
Division 9					
09250	Drywall Construction	-	c	c	f
09300	Tile Work	-	c	c	f
09500	Acoustical Treatment	-	c	c	f
09940	Shop Painting	-	-	c	f
09941	Field Painting	-	-	c	f
Division 10					
10162	Metal Toilet Partitions	-	c	c	f
10200	Louvers	-	c	c	f
10525	Safety, First Aid, and Fire Fighting Equipment	-	-	c	f
10801	Toilet and Bath Accessories	-	c	c	f
Division 11					
11306	Submersible Solids Handling Pumps & Appurtenances	p	c	c	f
11316	Process Pumps and Appurtenances	p	c	c	f
11323	Chemical Diaphragm Metering Pumps and Appurtenances	p	c	c	f
11326	Mechanically Cleaned Fine Screen (In-Channel Rotary Type)	p	c	c	f
11332	Screenings Washpress & Appurtenances	p	c	c	f
11340	MBR Package	c	c	c	f
11341	RO Package	c	c	c	f

BANNING WWTP - SPECIFICATIONS LIST
Estimated Level of Detail for Each Percent (%) Submittal
p - partial, c - complete, f - final

NO.	SPECIFICATION SECTION TITLE	30% DESIGN	60% DESIGN	90% DESIGN	100% DESIGN
Division 1					
01045	Cutting, Coring and Patching	-	c	c	f
01055	Structural Tests and Inspections	-	-	c	f
01568	Erosion Control	-	-	c	f
01800	Seismic and Wind Requirements	-	c	c	f
Division 2					
02518	Vibration Monitoring	-	-	c	f
02050	Demolition and Alterations	-	-	c	f
02100	Site Preparation	-	-	c	f
02140	Temporary Excavation Support Systems	-	-	c	f
02210	Earth Excavation, Backfill and Grading	p	c	c	f
02223	Screened Gravel	-	c	c	f
02224	Bank-Run Gravel	-	c	c	f
02741	Select Borrow	-	c	c	f
02271	Geotextile Fabric	-	c	c	f
02431	Catchbasins	-	c	c	f
02435	Crushed Stone	-	c	c	f
02444	Chain-Link Fences and Gates	-	c	c	f
02510	Manholes	-	c	c	f
02515	Ductile-Iron Piping and Fittings	p	c	c	f
02520	PVC Gravity Sewer Pipe	p	c	c	f
02525	Corrugated HDPE Pipe	-	c	c	f
02530	PVC Pressure Pipe	p	c	c	f
02740	Bituminous Pavement and Appurtenances	-	c	c	f
02760	Portland Cement Concrete Pavement	-	c	c	f
02775	Concrete Sidewalks, Curbs and Gutters	-	c	c	f
02776	Parking Bumpers and Guardrails	-	-	c	f
XXXXX	HDPE Geomembranes	p	c	c	f
XXXXX	Geosynthetic Clay Liners	p	c	c	f
XXXXX	Geocomposite Drains	p	c	c	f
Division 3					
03100	Concrete Formwork	-	c	c	f
03200	Concrete Reinforcement	-	c	c	f
03250	Construction and Expansion Joints	-	c	c	f
03255	Polyvinyl Chloride Waterstops	-	c	c	f
03256	Hydrophilic Rubber Waterstops	-	c	c	f
03300	Cast-in-Place Concrete	-	c	c	f
03345	Concrete Floor Treatment	-	c	c	f
03350	Controlled Low Strength Material (CLSM)	-	c	c	f
03420	Precast Reinforced Concrete Vaults	-	c	c	f
03600	Grout	-	c	c	f
03730	Concrete Repair Work	-	c	c	f
03900	Leakage Testing of Containment Structures	-	c	c	f
Division 5					
05120	Structural Steel	-	c	c	f
05500	Miscellaneous Metal	-	c	c	f
05510	Aluminum Stairs, Ladders and Platforms	-	c	c	f
05540	Aluminum Plate Covers and Frames	-	c	c	f
Division 6					
06129	Fiberglass Baffles, Weirs, and Fiber Washwater Troughs	-	c	c	f
06600	Fiberglass Reinforced Plastic Grating and Structural Fabrications	-	c	c	f
Division 7					
07840	Firestopping	-	c	c	f
07900	Joint Sealants	-	c	c	f
Division 8					
08100	Metal Doors and Frames	-	c	c	f
08331	Insulated Overhead Coiling Doors	-	c	c	f
08500	Windows	-	c	c	f
08710	Finish Hardware	-	c	c	f
08810	Glass and Glazing	-	c	c	f
08920	Translucent Wall Panels	-	c	c	f
Division 9					
09250	Drywall Construction	-	c	c	f
09300	Tile Work	-	c	c	f
09500	Acoustical Treatment	-	c	c	f
09840	Shop Painting	-	-	c	f
09841	Field Painting	-	-	c	f
Division 10					
10162	Metal Toilet Partitions	-	c	c	f
10200	Louvers	-	c	c	f
10525	Safety, First Aid, and Fire Fighting Equipment	-	-	c	f
10801	Toilet and Bath Accessories	-	c	c	f
Division 11					
11306	Submersible Solids Handling Pumps & Appurtenances	p	c	c	f
11316	Process Pumps and Appurtenances	p	c	c	f
11323	Chemical Diaphragm Metering Pumps and Appurtenances	p	c	c	f
11326	Mechanically Cleaned Fine Screen (In-Channel Rotary Type)	p	c	c	f
11332	Screenings Washpress & Appurtenances	p	c	c	f
11340	MBR Package	e	c	c	f
11341	RO Package	e	c	c	f

BANNING WWTP - SPECIFICATIONS LIST
Estimated Level of Detail for Each Percent (%) Submittal
p - partial, c - complete, f - final

NO.	SPECIFICATION SECTION TITLE	30% DESIGN	60% DESIGN	90% DESIGN	100% DESIGN
11347	Ultraviolet (UV) Disinfection	p	c	c	f
11350	Polymer Blend Feed Equipment and Appurtenances	p	c	c	f
11365	Rotary Drum Thickeners and Appurtenances	p	c	c	f
11377	Rotary Positive Displacement Blowers & Appurtenances	p	c	c	f
11383	Digester Equipment Specialties	p	c	c	f
11386	Spiral Heat Exchangers	p	c	c	f
11398	Diesel Generators	p	c	c	f
XXCCX	Mechanical Evaporators	p	c	c	f
Division 12					
12500	Furniture	-	-	c	f
12641	Laboratory Furniture	-	-	c	f
Division 13					
13120	Metal Building Systems	-	c	c	f
13121	Pre-Engineered Metal Building Systems	-	c	c	f
13141	Epoxy Coated, Bolted Steel Water Tank	-	c	c	f
13202	Polyethylene Chemical Storage Tanks & Appurtenances	-	c	c	f
13300	Instrumentation and Control System (General)	-	p	c	f
Division 14					
14300	Hoisting Equipment	-	c	c	f
14370	Bridge Cranes and Appurtenances	-	c	c	f
14549	Sludge Conveying Equipment (Shaftless Screw Type)	-	c	c	f
Division 15					
15056	Pipe Supports	-	c	c	f
15095	Stainless Steel Pipe and Fittings	-	c	c	f
15101	Process Valves and Appurtenances	-	c	c	f
15103	Stainless Steel Slide Gate and Appurtenances	-	c	c	f
15108	Stop Logs and Appurtenances	-	c	c	f
15109	Electric Motor Actuators and Appurtenances	-	c	c	f
15113	Short Body Tilting Disc Check Valves and Appurtenances	-	c	c	f
15114	Knife Gate Valves and Appurtenances (Bonnetless Type)	-	c	c	f
15115	Combined Function Check Valves and Appurtenances	-	c	c	f
15177	Bladder Type Surge Tanks and Appurtenances	-	c	c	f
15270	Membrane Bioreactors (MBR)	-	c	c	f
15370	Process Piping and Appurtenances	-	c	c	f
15817	Fine Bubble Air Diffusers	-	c	c	f
15819	Air Diffuser Assemblies (Course Bubble Air Diffusers)	-	c	c	f
15820	Large Bubble Channel Mixing Systems and Appurtenances	-	c	c	f
15821	Large Bubble Anaerobic-Anoxic Tank Mixing Systems & Appurtenances	-	c	c	f
15855	Fiberglass Reinforced Plastic Duct, Dampers and Appurtenances	-	c	c	f
15856	Odor Control System	-	c	c	f
15858	Heating, Ventilating and Air Conditioning Systems	-	c	c	f
15950	Building Services Materials and Methods	-	c	c	f
15195	Natural Gas and Liquified Petroleum Gas (LPG) Piping Systems	-	c	c	f
15410	Plumbing Systems	-	c	c	f
15171	Motors	-	c	c	f
Division 16					
16050	General Electrical	-	c	c	f
16051	Electrical Demolition	-	c	c	f
16075	Disconnection of Service	-	c	c	f
16110	Raceways	-	c	c	f
16112	Busway	-	c	c	f
16113	Cablebus	-	c	c	f
16120	Conductors	-	c	c	f
16121	MV Cable	-	c	c	f
16140	Wiring Devices	-	c	c	f
16147	MV VFD	-	c	c	f
16151	Medium Voltage Electric Motors	-	c	c	f
16160	Panelboards	-	c	c	f
16161	Transformer-Panelboard Assemblies	-	c	c	f
16290	Low Voltage VFDs	-	c	c	f
16320	Dry Type Transformers	-	c	c	f
16321	Padmount Transformer and Fused Load Interrupter	-	c	c	f
16322	Primary Substation Transformers	-	c	c	f
16355	Unit Substations	-	c	c	f
16359	Electrical System Studies	-	c	c	f
16360	Closed Transition ATS	-	c	c	f
16361	LV Switchgear	-	c	c	f
16362	MV Switchgear	-	c	c	f
16366	LV Switchboards	-	c	c	f
16368	Power Monitoring	-	c	c	f
16400	Surge Protection Devices	-	c	c	f
16402	Underground Distribution System	-	c	c	f
16450	Grounding	-	c	c	f
16500	Lighting	-	c	c	f
16521	Exterior Lighting	-	c	c	f
16721	Fire Alarm	-	c	c	f
16900	Controls and Misc Equipment	-	c	c	f
16920	LV MCCs	-	c	c	f
16921	MV MCCs	-	c	c	f
16998	Field Inspection	-	-	c	f
16999	Field Acceptance Test	-	-	c	f
TOTAL		22	132	146	146

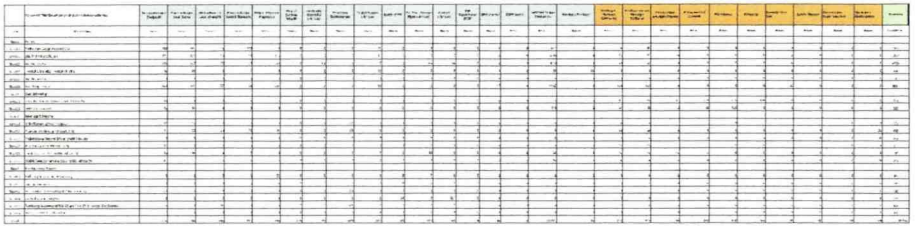
Exhibit C

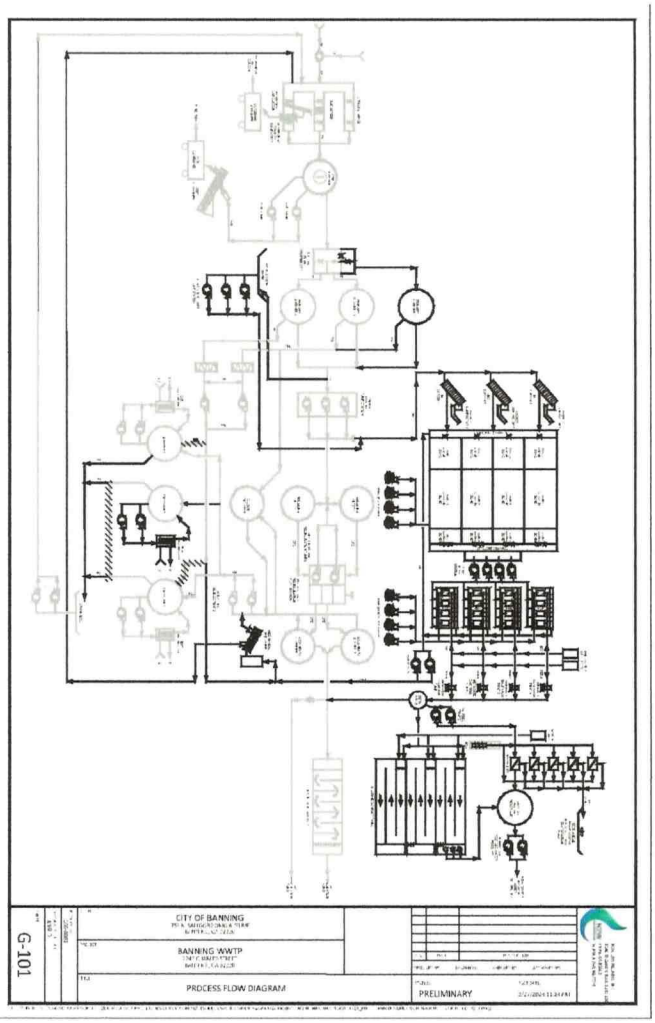
Supporting Pricing Information

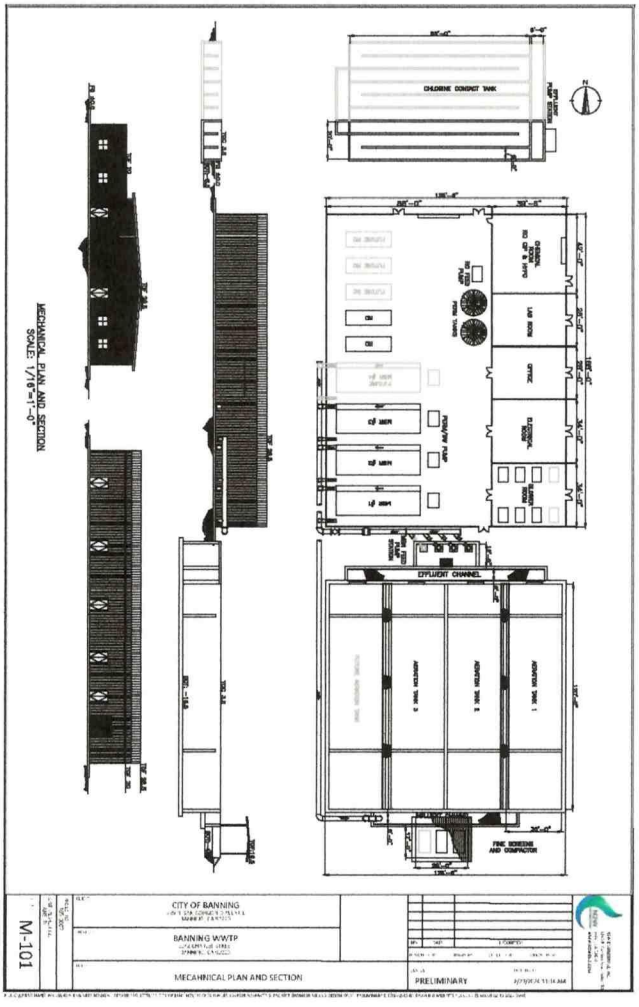
Task	Description	Cost of Work
Task 1	**Design**	
Task 1.1	Preliminary Design Report (PDR)	$ 352,948
Task 1.2	30% Preliminary Design	$ 691,617
Task 1.3	60% Design Phase	$ 915,033
Task 1.4	Hydraulic Analysis/ Hydraulic Profile	$ 54,452
Task 1.5	90% Design Phase	$ -
Task 1.6	Final Design Phase	$ 1,054,067
Task 2	**Cost Estimating**	
Task 2.1	Initial Baseline Cost Model and Updates (5)	$ 162,598
Task 2.2	GMP Development	$ 105,754
Task 3	**Meetings & Reports**	
Task 3.1	Kick-off Meeting/Workshop (1)	$ 42,934
Task 3.2	Progress Meetings and Reports (16)	$ 123,563
Task 3.3	Project Status Reports (Monthly with Invoice)	$ 47,709
Task 3.4	Risk Management Workshop (1)	$ 18,766
Task 3.5	Constructability Review Workshops (2)	$ 47,591
Task 3.6	SCADA Development and Scoping Workshops (4)	$ 55,966
Task 4	**Investigation / Support**	
Task 4.1	Potholing and Cultural Monitoring	$ 24,577
Task 4.2	Topographic Survey	$ 29,954
Task 4.3	Environmental Support ($30,000 allowance)	$ 27,444
Task 4.4	Geotechnical Investigation	$ 121,809
Task 4.5	Permitting Support and Title 22 and Title 27 (if needed) Eng Reports	$ 96,836
Task 4.6	Energy Tax Credits / Incentives	$ 25,009
Total		**$ 3,998,627**

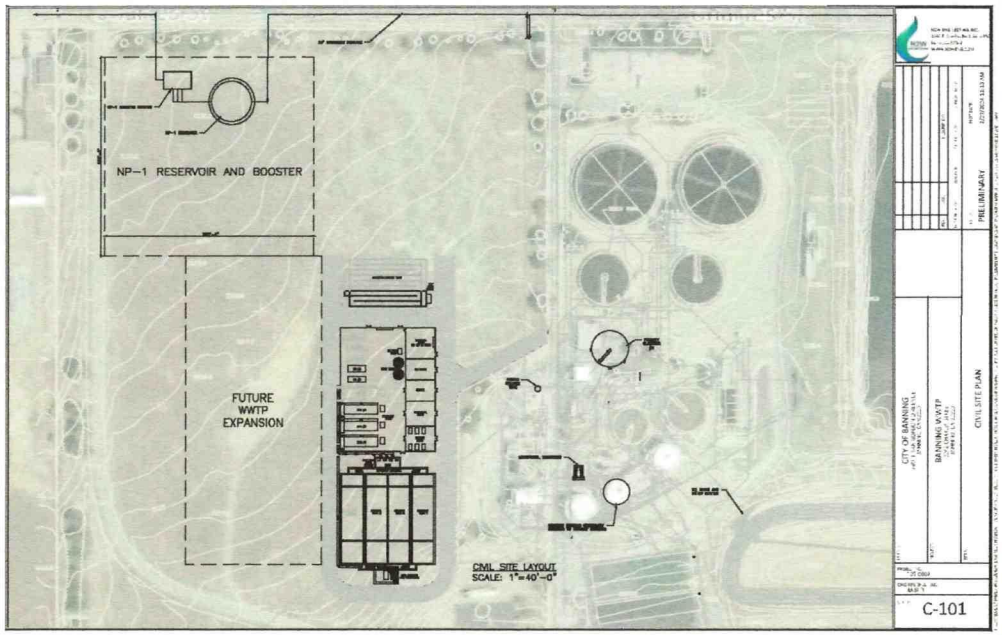
Exhibit D

List of Reference Documents




CITY OF BANNING
BANNING WWTP
PROCESS FLOW DIAGRAM
PRELIMINARY
G-101


CHLORINE CONTACT TANK
EFFLUENT CHANNEL
FINE SCREENS AND COMPACTOR
MECHANICAL PLAN AND SECTION
SCALE: 1/16"=1'-0"
CITY OF BANNING
BANNING WWTP
MECHANICAL PLAN AND SECTION
PRELIMINARY
M-101



CITY OF BANNING
WATER/WASTEWATER UTILITIES DEPARTMENT



INTIAL STUDY/
MITIGATED NEGATIVE DECLARATION

WASTEWATER TREATMENT PLANT EXPANSION AND PHASE I RECYCLED WATER SYSTEM

October 2007



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INITIAL STUDY/MITIGATED NEGATIVE DECLARATION

CITY OF BANNING WASTEWATER TREATMENT PLANT EXPANSION AND PHASE I RECYCLED WATER SYSTEM

The City of Banning Public Utilities Department proposes to construct and operate the first phase of its recycled water system in Banning. The Proposed Project would include expansion of the existing 3.6 million gallons per day (mgd) wastewater treatment plant (WWTP), new pipelines to transport recycled water, a pump station, and a storage reservoir for recycled water.

The California Environmental Quality Act (CEQA), as established by the statute (Public Resources Code §§ 21000 *et seq.)*, requires that the environmental implications of an action by a local agency be estimated and evaluated before project approval. This Initial Study has been prepared in accordance with Section 15365 of CEQA Guidelines (14 Cal. Code Reg. 1500 *et seq.*). This Initial Study provides the assessment for a determination of whether the project may have a significant effect on the environment.

SECTION 1. PROJECT INFORMATION

1.1 Project Title
Wastewater Treatment Plant Expansion and Phase I Recycled Water System

1.2 Lead Agency Name and Address
City of Banning Water/Wastewater Utilities Department
176 E. Lincoln Street
Banning, California 92220

1.3 Contact Person and Phone Number
Mr. Paul Toor, Director
(951) 922-3283

1.4 Project Location
The City of Banning is located in Riverside County approximately 20 miles west of Palm Springs along the Interstate 10 (I-10) corridor. The City of Banning wastewater treatment plant (WWTP) is located at 2242 East Charles Street, south of the I-10 and south of the Banning Municipal Airport (Figure 1). The existing Banning WWTP is located on approximately 126 acres and includes treatment plant process units, an operations building, percolation ponds, sludge drying beds, and a vacant field west of the process units. Approximately 16 of these acres are vacant, and would be used for the proposed WWTP expansion. Adjacent land uses are rural residential and industrial. The City's animal shelter and Smith Creek are located south of the Banning WWTP.

The proposed recycled water pipeline would be constructed from the Banning WWTP west along Charles Street, north on Hathaway Street, continuing west on Lincoln Street to South Sunset Avenue where it turns south on Sunset Avenue to the unpaved City access road (extension of Westward Avenue) that crosses unimproved land terminating at the Sun Lakes housing development on the west.

1.5 Project Sponsor's Name and Address
City of Banning Water/Wastewater Utilities Department
176 E. Lincoln Street
Banning, California 92220



Figure 1. Location of the Proposed Project

1.6 General Plan Designation
The City of Banning General Plan designation for the Banning WWTP is Public Facilities and Industrial. Although the proposed recycled water pipeline would be placed primarily in existing or planned streets and the city of Banning rights-of-way, the alignment would cross over the following General Plan designations: Industrial, Airport Industrial, Public Facilities, General Commercial, Business Park, Very Low Density Residential, Low Density Residential, Medium Density Residential, Open Space Park, and Open Space Resources (City of Banning, 2007a).

1.7 Zoning
The location of the proposed project is zoned consistent with the Banning General Plan. The Banning WWTP is zoned Industrial. The proposed corridor for the recycled water pipeline is zoned for industrial, commercial and residential uses.

1.8 Description of the Proposed Project
The City of Banning proposes to expand its 3.6 mgd wastewater treatment plant and construct facilities to support its planned recycled water storage and distribution capability in accordance with the Banning Recycled Water Master Plan. The capacity of the existing WWTP, on approximately 126 acres of land, would expand from 3.6 mgd to 5.1 mgd. The additional 1.5 mgd capacity would include an advanced treatment process using a Membrane Bioreactor (MBR) to produce recycled water. The MBR treatment process would satisfy State of California Department of Health Services (DHS) Title 22 water quality requirements without filtration.

Construction of the proposed recycled water system will provide needed recycled water to the Sun Lakes housing development in

southwest Banning. Recycled water would also be used for irrigation of parks, golf courses, street medians and greenbelts in the Phase I service area as shown on Figure 2. As shown on Figure 2, the Proposed Project would require construction at three locations:

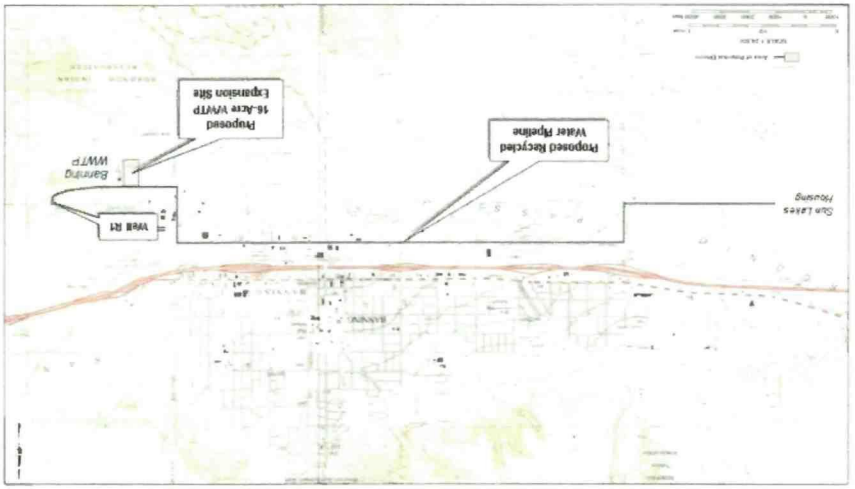
- Approximately 16 of the 126 total acres of property at the Banning WWTP are undeveloped land, and would be used for the proposed WWTP expansion. This undeveloped land is west of the existing WWTP and south of Charles Street. This 16-acre site does not have any structures and is currently not in use. This undeveloped land would be used for the proposed WWTP expansion; a new controls building and laboratory, a 100-ft diameter water storage reservoir tank, chlorine contact basins, fine screening facility, recycled water pad and sump, and the MBR bioreactors would be constructed on the 16-acre site (Figure 3).
- Existing Well R1, east of the WWTP and its percolation ponds, would be retrofitted in order to extract and convey groundwater into the treatment process. Approximately 3,500 feet of buried pipeline would be constructed from the wellhead to the access road and along Charles Street to the WWTP expansion site.
- Approximately 5 miles of recycled water pipeline would be constructed from the existing WWTP to the Sun Lakes housing development to the west. The pipeline alignment would be primarily along existing roadways and within the City's right-of-way. The pipeline would run from the WWTP along Charles Street, north on Hathaway Street, continuing west on Lincoln Street to Sunset Avenue where it would turn south on Sunset Avenue to the unpaved City access road that crosses unimproved land to the Sun Lakes housing development on the west side (the unpaved access road is an extension of Westward Avenue). The recycled water line would continue west on this access road along with the existing water, sewer and gas line to reach the Sun Lakes housing development.

1.9 Background

The City of Banning Water/Wastewater Utilities Department is responsible for providing water and for the collection of wastewater from homes and businesses, including approximately 12,800 dwellings. The City has been providing high quality drinking water to the residents since 1967. More than 30,000 residents in Banning depend on the Department to provide water service to their homes and businesses. By supplying local groundwater pumped from City-owned wells, the Department is able to meet the daily demands of its customers.

The Banning WWTP was originally constructed in 1968. The plant is operated and maintained by United Water Service, a public-private partnership. Recent upgrades have resulted in an increase of secondary treatment capacity to 3.6 mgd. The headworks, completed in 1999, were designed for an ultimate capacity of 7.8 mgd. As of January 2005, the plant received an average flow of approximately 2.4 mgd (City of Banning, 2005). The WWTP is designed for an influent biological oxygen demand (BOD) of 250 milligrams per liter (mg/L). The WWTP is currently receiving flow with an average BOD concentration of 300 mg/L.

Figure 2. Proposed Expansion of the Banning WWTP and Phase I Recycled Water Distribution System



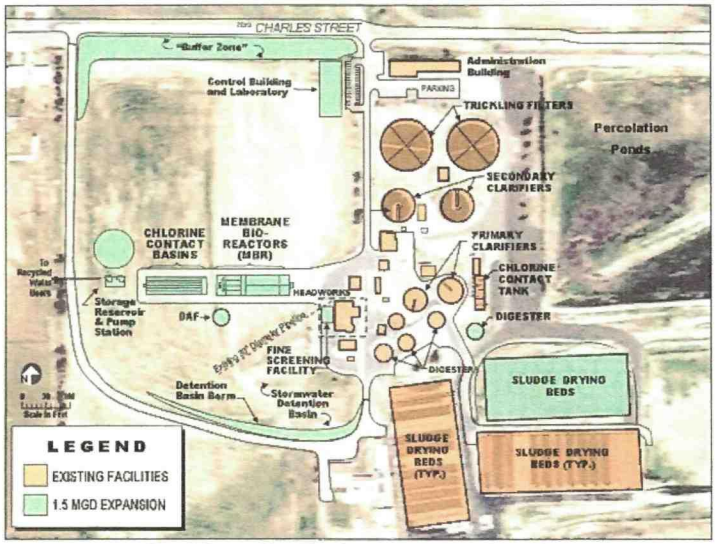


Figure 3. Proposed Expansion of the Banning WWTP on 16-Acre Site

Sewer services are provided to the entire city limits and to the unincorporated areas of Riverside County that surround the southeast section of the City. Collected wastewater is transported by 8-, 10-, 15- and 18-inch diameter sewer main lines connected to trunk lines. Wastewater received at the Banning WWTP undergoes treatment consisting of screening, grit removal, primary clarification, trickling filters, and secondary clarifiers. Anaerobic digesters and sludge drying beds are used for sludge stabilization and dewatering. The existing WWTP does not meet Title 22 treatment requirements[1].

Treated effluent from the existing WWTP is discharged to percolation ponds located west and northeast of the WWTP. This effluent subsequently recharges the East Banning storage unit (City of Banning, 2005). The City has future plans to evaluate the effect of the current effluent discharge on the groundwater quality and develop a mitigation plan, if necessary. As part of the evaluation, the City intends to submit the monitoring plan within three years following the approval of the Waste Discharge Permit for the existing 3.6 mgd WWTP and 1.5 mgd Water Reclamation Facility by the Regional Board. Once the monitoring plan is approved, the City will then install monitoring wells to establish a baseline for the groundwater quality. Depending on the outcome of the evaluation, the City will adopt a mitigation plan which could include, lining the percolation ponds, retrofitting the existing WWTP with nutrient removal treatment processes, or diluting the effluent from the existing WWTP with the higher quality effluent from the proposed MBR plant.

The City of Banning does not produce or use recycled water at this time. Treated wastewater is not being used to offset potable water demands. Golf courses, parks and other medians are currently being irrigated with potable water. The demand for recycled water continues to grow in the area.

In order to provide recycled water for irrigation, the WWTP would have to be upgraded to meet Title 22 tertiary standards. This would require activated sludge, microfiltration, and disinfection (City of Banning, 2005).

The demand for recycled water in the Banning area is projected at over 2,600 acre-feet per year (see Figure 4). Recycled water can be used to meet future irrigation demand and, subsequently, offset a portion of the potable water demand. Recycled water production is projected to increase at a much higher rate than recycled water demand. By the year 2030, it is projected that the City would have approximately 7,500 acre-feet per year of surplus recycled water.

[1] Title 22 is the State of California's code for health and safety standards for drinking water. Division 4 of this code requires an adequately oxidized, coagulated, clarified, filtered, and disinfected wastewater.

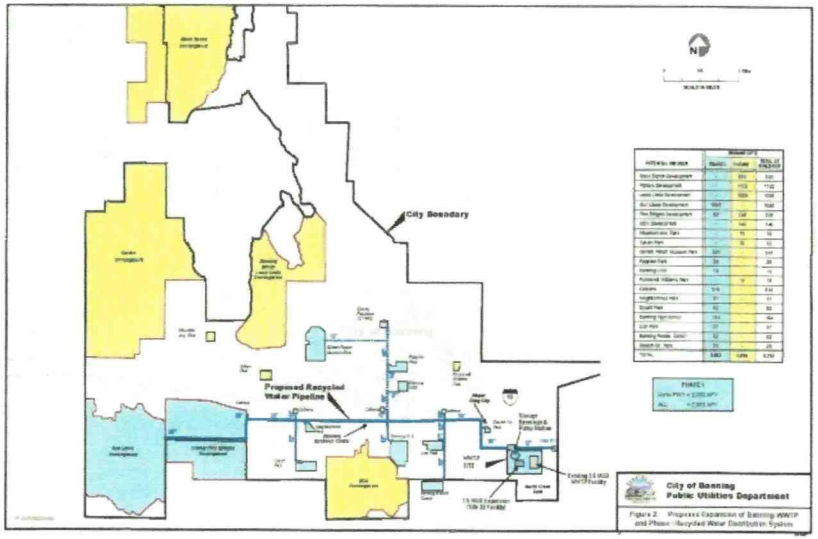


Figure 4. Projected Demand for Recycled Water in the Banning Area

The City of Banning will be submitting an application for a State Revolving Fund (SRF) loan to the State Water Resources Control Board. The SRF Loan Program is partially funded by the U.S. Environmental Protection Agency (USEPA) and subject to federal environmental regulations including the Endangered Species Act, the National Historic Preservation Act (NHPA) and the General Conformity Rule for the Clean Air Act. The USEPA has chosen to use the California Environmental Quality Act (CEQA) as the compliance base for California's SRF Loan Program, in addition to compliance with the ESA, NHPA and CAA. Collectively, the State Water Resources Control Board calls these requirements CEQA-Plus.

The State Water Resources Control Board, Division of Financial Assistance, is a Responsible Agency that will act on behalf of the USEPA to review and consider the CEQA document before approving the project's funding. The Board will make findings as to the adequacy of the CEQA document and distribute the applicant's CEQA document to selected federal agencies for review and comments before making a determination on adequacy. The CEQA document is also transmitted to the State Clearinghouse for state agency review as part of the CEQA process.

Additional environmental analyses are required for federal compliance associated with the CEQA-Plus process for the SRF loan application for the proposed Banning wastewater treatment plant expansion and Phase I recycling water system: Endangered Species Act; General Conformity Rule of the Clean Air Act; National Historic Preservation Act; Sections 401 and 404 of the Clean Water Act (Wetland Protection); Coastal Zone Management Act; Farmland Protection Policy Act; Floodplain Management; and, Wild and Scenic Rivers Act. The environmental analyses for applicable federal consultation processes are underway and will be included in the CEQA-Plus documentation that will accompany the SRF loan application. Supporting information for federal requirements is included in, or appended to, this Initial Study.

1.10 Purpose of the Project

The purpose of the project is to provide the existing Banning WWTP with capability to produce recycled water in accordance with Title 22 of the California Code of Regulations. The proposed project would provide a recycled water distribution system to meet the ongoing and projected water supply needs for the Sun Lakes and Five Bridges housing areas. The proposed project would enable availability and use of recycled water, which is not available in Banning at this time. Recycled water would be used primarily for irrigation of street medians, greenbelts, parks and golf courses. Surplus recycled water available during certain times of the year would be stored in reservoirs for future use or percolated into the East Banning groundwater aquifer.

1.11 Construction

Pipeline construction would typically include trenching to a depth of approximately five feet in a corridor approximately five feet wide, placing of bedding material, laying of pipe, backfilling the trench and repaving the street or restoring landscaping. While construction of up to a 2,000-foot segment of pipeline would be anticipated at any

one time, approximately 1,000 linear feet of open trench is expected to occur at any time. While some temporary lane closures may be required, closures of entire roads would not be expected during the construction period. Construction vehicles and equipment would be staged onsite and would not require street closures. Installation of the recycled water pipeline would be required to be separated from the potable water pipeline by a distance of 10 feet, as required by the California Department of Health Services (DHS), unless special materials and construction methods are used.

Construction of the tanks would require site clearing grading and excavation. No demolition of any structures is anticipated. Construction of the water storage tank would require excavation of up to approximately ten feet of earth from the surface to construct the foundation and prepare the subsurface soil for the new facilities. An 1,800-gallon sodium hypochlorite tank would be constructed. Although temporary road closures would not be expected during the construction period, temporary lane closures may be required for pipeline installation. Construction vehicles and equipment would be staged onsite and would not require street closures.

The construction period for the Proposed Project would be approximately two years. Expansion of the Banning WWTP would require approximately eight months, and may occur concurrently with pipeline construction.

1.12 Operation

As shown on Figure 5, the treatment train for the MBR process includes liquid and solids as follows:

- Liquid handling units would incorporate headworks, fine screens, anoxic and aerobic tanks, chlorine contact tank and percolation ponds.
- The solids handling units are dissolved air flotation (DAF), anaerobic digesters and sludge drying beds.

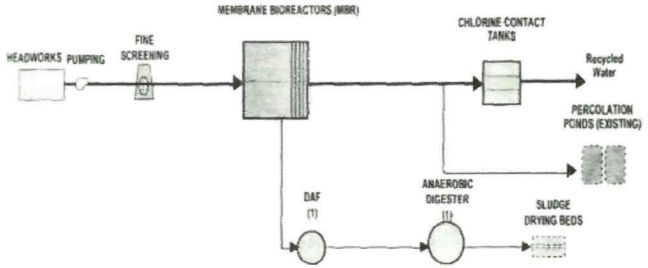


Figure 5. MBR Process Train

The influent pump, DAF circulation, sludge pumps and skimmer and digester mixing, and sludge circulation pumps would operate 24 hours per day. Operation of the expanded Banning WWTP and the proposed recycled water pipelines and reservoirs would be managed by the City of Banning Public Utilities Department.

1.13 Related Projects

A variety of housing, institutional and retail development projects are ongoing and planned in the vicinity of the Proposed Project. Table 1 identifies related projects that are planned, approved, or under construction in the project area. Figure 4 shows the locations of related projects in the area of the Proposed Project.

Table 1. Related Projects in the Vicinity of the Proposed Project

Property Owner	Dwelling Units (du)	Acre(s)	Year of Construction
Pardee Homes Butterfield	5,400	1,522	TBD
Black Bench Ranch	1,500	1,488	TBD
Lennar Five Bridges	2,160	548	2008
Banning Bench Loma Linda	944	600	TBD
Mopar Drag City	--	60	2008
Sun Lakes (Commercial)	--	47	2008
Banning Business Center	--	9	2006
Smith Creek Park	--	150	TBD

TBD to be determined

The Proposed Project is designed to provide recycled water storage and transmission piping to accommodate future growth in the Banning area. Several housing development projects in the area (i.e., Sun Lakes and Five Bridges) have been identified as potential beneficiaries of the Proposed Project.

The City of Banning is in various stages of approving four specific plans for new residential communities that will add almost 10,000 new dwelling units to the City. These new subdivisions also incorporate land for parks and open space, golf courses, medical offices, schools, commercial centers, and quasi-public uses such as churches and fire stations. In addition to these four major development discussed below, a number of small subdivisions ranging in size from 10 lots to 484 lots are in various stages of planning approval and/or construction.

Pardee Homes Butterfield Development

Pardee Homes has an approved specific plan, development agreement, and environmental impact report to build a major new community within the City of Banning on 1,552 acres of land east of Highland Springs Road and north of Wilson Avenue. This approved development includes 5,400 dwelling units. However, Pardee Homes is currently reexamining this plan and considering revisions that will change all housing within the development to single-family dwellings. The new community is approved for a 193-acre golf course, 20 acres of commercial development, 5 acres of medical offices, 75 acres of park land, a new school, and fire station.

Black Bench Ranch Development

A specific plan for the development of Black Bench Ranch has been approved along with the environmental impact report for the development. That EIR is currently under legal challenge. As designed, the ranch's 1,488 acres will be developed with a maximum of 1,500 homes at a density of about 3 units per acre. The remainder of the ranch will include a new school site, 81 acres of parks and trails, and 869 acres of open space. A new roadway system will provide access and circulation for the ranch located on the mountain bench at Banning's northern boundary.

Lennar Five Bridges Development

Lennar has proposed a new community on 548 acres of land located west of Sunset Avenue south of the Interstate 10 and the Union Pacific Railroad right-of-way. The draft specific plan and draft EIR are under public review. Included in the development are 2,160 residences, mostly comprised of single-family dwellings with densities ranging from 3 units an acre to 8 units per acre. There are about 95 patio homes and 273 townhouses at a higher density, along with 51.6 acres of commercial retail space, 106.2 acres of parks and open space, and a site for a new fire station. A major improvement included as part of this development is the construction of a grade separation between the Union Pacific Railroad tracks and Sunset Avenue. The grade separation is being designed and is scheduled to begin construction in 2008.

Banning Bench Loma Linda Property Development

Approximately 600 acres of land on the north mountain bench east of Sunset Avenue has been approved for construction of 844 single-family homes and 100 cluster homes, a 16.2-acre village center with commercial and quasi-public uses, and 325 acres of recreation and open space, including a new golf course with clubhouse and driving range.

Mopar Drag City

Drag City, under construction just south of the Banning Municipal Airport runway, will be Southern California's first professional drag strip to be built in over 40 years. This venue will include a track surface, lights for night racing, and a depressed design to limit the impact of noise on adjacent areas. Drag City will include a quarter-mile regulation drag strip and bleacher seating for up to 10,000 people on about 60 acres.

Sun Lakes Commercial Project

The Sun Lakes Specific Plan includes 47 acres of vacant land north of the Sun Lakes residential subdivision and south of Interstate 10. This acreage, east of the Albertson's/K-Mart Shopping Plaza on Highland Springs Avenue, would be developed for commercial uses. Plans for this acreage would include an auto mall along the freeway and medical offices along Sun Lakes Boulevard.

Banning Business Center

The Banning Business Center is a new business park that will offer condominium space to office, light manufacturing and service retail users. Located on 9 acres at the northwest corner of 4th Street and Lincoln Street, the business park has access to Interstate 10 from the 8th Street exit, which is grade-separated from the Union Pacific Railroad tracks (City of Banning, 2007c).

Smith Creek Park

The City of Banning has developed a Master Plan for passive and active space at the 150-acre Smith Creek Park site located at the eastern terminus of Porter Road, north and south of Smith Creek southeast of the Banning WWTP. The regional park would include equestrian facilities, trails, stables, trailer parking, a grandstand, a riding ring, storage pen, locker facilities, fishing lake, dock, community center, picnic and recreational vehicle camping facilities, amphitheater, tennis and basketball courts, driving range, swimming pool, commercial retail center, restaurants and a hotel. A schedule for this development has not been established (City of Banning, 2007a).

1.14	**Surrounding Land Uses and Setting**	Airport, rural residential, vacant land, and mixed industrial, institutional, commercial uses.
1.15	**Other agencies whose approval is required**	State Water Resources Control Board, County of Riverside Transportation and Land Management Agency and Planning Department, Riverside County Flood Control and Water Conservation District, City of Banning.

Environmental Factors Potentially Affected:

The environmental factors checked below would be potentially affected by this project, involving at least one impact that is a "Potentially Significant Impact" as indicated by the checklist on the following page.

☐ Aesthetics	☐ Agricultural Resources	☐ Air Quality
☐ Biological Resources	☐ Cultural Resources	☐ Geology /Soils
☐ Hazards & Hazardous Materials	☐ Hydrology /Water Quality	☐ Land Use /Planning
☐ Mineral Resources	☐ Noise	☐ Population /Housing
☐ Public Services	☐ Recreation	☐ Transportation /Traffic
☐ Utilities /Service Systems	☐ Mandatory Findings of Significance	

Determination: (To be completed by the Lead Agency)

On the basis of this initial evaluation:

☐ I find that the proposed project COULD NOT have a significant effect on the environment, and a NEGATIVE DECLARATION will be prepared.

☑ I find that although the proposed project could have a significant effect on the environment, there will not be a significant effect in this case because revisions in the project have been made by or agreed to by the project proponent. **A MITIGATED NEGATIVE DECLARATION will be prepared.**

☐ I find that the proposed project MAY have a significant effect on the environment, and an ENVIRONMENTAL IMPACT REPORT is required.

☐ I find that the proposed project MAY have a "potentially significant impact" or "potentially significant unless mitigated" impact on the environment, but at least one effect 1) has been adequately analyzed in an earlier document pursuant to applicable legal standards, and 2) has been addressed by mitigation measures based on the earlier analysis as described on attached sheets. An ENVIRONMENTAL IMPACT REPORT is required, but it must analyze only the effects that remain to be addressed.

☐ I find that although the proposed project could have a significant effect on the environment, because all potentially significant effects (a) have been analyzed adequately in an earlier EIR or NEGATIVE DECLARATION pursuant to applicable standards, and (b) have been avoided or mitigated pursuant to that earlier EIR or NEGATIVE DECLARATION, including revisions or mitigation measures that are imposed upon the proposed project, nothing further is required.

Signature _____ Date 10/11/07

Paul Toor
Printed Name

City of Banning
Water/Wastewater Utilities Dept.
For

EVALUATION OF ENVIRONMENTAL IMPACTS:

1) A brief explanation is required for all answers except "No Impact" answers that are adequately supported by the information sources a lead agency cites in the parentheses following each question. A "No Impact" answer is adequately supported if the referenced information sources show that the impact simply does not apply to projects like the one involved (e.g., the project falls outside a fault rupture zone). A "No Impact" answer should be explained where it is based on project-specific factors as well as general standards (e.g., the project will not expose sensitive receptors to pollutants, based on a project-specific screening analysis).

2) All answers must take account of the whole action involved, including off-site as well as on-site, cumulative as well as project-level, indirect as well as direct, and construction as well as operational impacts.

3) Once the lead agency has determined that a particular physical impact may occur, then the checklist answers must indicate whether the impact is potentially significant, less than significant with mitigation, or less than significant. "Potentially Significant Impact" is appropriate if there is substantial evidence that an effect may be significant. If there are one or more "Potentially Significant Impact" entries when the determination is made, an EIR is required.

4) "Negative Declaration: Less Than Significant With Mitigation Incorporated" applies where the incorporation of mitigation measures has reduced an effect from "Potentially Significant Impact" to a "Less Than Significant Impact." The lead agency must describe the mitigation measures, and briefly explain how they reduce the effect to a less than significant level (mitigation measures from "Earlier Analyses," as described in (5) below, may be cross-referenced).

5) Earlier analyses may be used where, pursuant to the tiering, program EIR, or other CEQA process, an effect has been adequately analyzed in an earlier EIR or negative declaration. Section 15063(c)(3)(D). In this case, a brief discussion should identify the following:
   a) Earlier Analysis Used. Identify and state where they are available for review.
   b) Impacts Adequately Addressed. Identify which effects from the above checklist were within the scope of and adequately analyzed in an earlier document pursuant to applicable legal standards, and state whether such effects were addressed by mitigation measures based on the earlier analysis.
   c) Mitigation Measures. For effects that are "Less than Significant with Mitigation Measures Incorporated," describe the mitigation measures which were incorporated or refined from the earlier document and the extent to which they address site-specific conditions for the project.

6) Lead agencies are encouraged to incorporate into the checklist references to information sources for potential impacts (e.g., general plans, zoning ordinances). Reference to a previously prepared or outside document should, where appropriate, include a reference to the page or pages where the statement is substantiated.

7) Supporting Information Sources: A source list should be attached, and other sources used or individuals contacted should be cited in the discussion.

8) This is only a suggested form, and lead agencies are free to use different formats; however, lead agencies should normally address the questions from this checklist that are relevant to a project's environmental effects in whatever format is selected.

9) The explanation of each issue should identify:
   a) the significance criteria or threshold, if any, used to evaluate each question; and
   b) the mitigation measure identified, if any, to reduce the impact to less than significance

SECTION 2. CEQA ENVIRONMENTAL CHECKLIST

The Environmental Checklist and discussion of potential environmental effects were completed in accordance with Section 15063(d)3 of the California Environmental Quality Act Guidelines, 1998, to determine if the proposed project may have any significant impacts on the environment.

A brief explanation is provided for all determinations. A "No Impact" or "Less Than Significant Impact" determination is made when the project would not have any impact or would not have a significant effect on the environment for that issue area, respectively, based on a project-specific analysis

Potential Impacts	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
I. **Aesthetics.** Would the project:				
a) Have a substantial adverse effect on a scenic vista?			X	
While the City of Banning General Plan does not evaluate aesthetics as a planning element, the City's land use policies encourage the preservation of ridgelines, watercourses, washes and greenbelts. Implementation of the General Plan, Zoning Ordinance and other regulatory mechanisms will help to promote conservation within the City of Banning. The Proposed Project area south of the I-10 freeway is relatively flat, with the San Bernardino Mountains serving as a scenic backdrop. The project setting is generally industrial with rural residential and agricultural uses. There are no scenic vistas in the project area. The proposed expansion of the Banning WWTP and construction of recycled water pipelines would not obstruct general views of the mountains or other scenic aspects of the area. All recycled water pipelines would be located underground and would not adversely affect any scenic views. The effect of the Proposed Project on scenic vistas would be considered less than significant.				
b) Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?			X	
There are no State- or County-designated scenic highways within the project area. Although expansion of the Banning WWTP will be visible to some degree in the local area, this visual impact would not be considered a substantial degradation of the visual quality of the area. Therefore, impacts to scenic resources from the Proposed Project would be considered less than significant.				
c) Substantially degrade the existing visual character or quality of the site and its surroundings?			X	
The project setting within the City of Banning is primarily industrial with rural residential and agricultural land uses in the vicinity. The proposed expansion of the Banning WWTP would be visible in the local area, but would not result in a substantial degradation of the visual quality of the area. All pipelines would be purple (painted purple, constructed of purple pipe or with purple bagging), located underground and would not adversely affect the existing visual quality of the project area. Construction of the recycled water pipeline may degrade the visual quality of the project area during construction activities, but this situation would be temporary and considered less than significant.				

Potential Impacts	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
The Proposed Project would not result in any conflicts with plans and policies for preservation of open space, and would not adversely impact the visual character and quality of the project area. The Proposed Project would not substantially degrade the visual character of the site and its surroundings.				
d) Create a new source of substantial light or glare, which would adversely affect day or nighttime views in the area?			X	
The developed portions of Banning exhibit typical urban sources of light and glare. Construction activities would occur primarily during daylight hours; therefore, no new sources of artificial lighting would be necessary during construction at the WWTP or along the pipeline route. The proposed WWTP expansion area would be equipped with artificial lighting for security purposes. This new lighting would be directed inward and not adversely affect day or nighttime views in the area. Therefore, impacts from light and glare would be considered less than significant.				
II. **Agriculture Resources.** In determining whether impacts to agriculture resources are significant environmental effects, lead agencies may refer to the California Agricultural Land Evaluation and Site Assessment Model (1997) prepared by the California Dept. of Conservation as an optional model to use in assessing impacts on agriculture and farmland. Would the project:				
a) Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?			X	
The State of California Department of Conservation Division of Land Resources has surveyed land as part of its Farmland Mapping and Monitoring Program. Most of the City of Banning south of the I-10 is classified as Developed or Built-up Land. The proposed recycled water line would cross land that is classified as Williamson Act – Non-Prime Agricultural Land from Sunset Avenue to Sun Lakes housing. Other areas of the Proposed Project are not in the Williamson Act Program. The Proposed Project would not result in conversion of farmland. Impacts to farmland would be considered less than significant.				
b) Conflict with existing zoning for agricultural use, or a Williamson Act contract?				X
There are no Williamson Act contracts in place for the affected project area. Therefore, the Proposed Project would not result in any conflicts to existing zoning or Williamson Act contracts.				
c) Involve other changes in the existing environment that, due to their location or nature, could result in conversion of Farmland, to non-agricultural use?				X
The Proposed Project would not result in the conversion of farmland into non-agricultural uses. The impact of the Proposed Project on farmland would be considered less than significant.				
III. **Air Quality:** Where available, the significance criteria established by the applicable air quality management or air pollution control district may be relied upon to make the following determinations. Would the project:				

Potential Impacts	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Conflict with or obstruct implementation of the applicable air quality plan?			X	

The Proposed Project would result in temporary air pollutant emissions during construction of the expanded WWTP and pipelines, as shown on Table 2. The construction-related air pollutant emissions would not result in any conflict or obstruction with the objectives or implementation of the South Coast Air Quality Management District (SCAQMD) Air Quality Management Plan. Impacts to air quality are considered less than significant.

Table 2. Estimated Air Pollutant Emissions from the Proposed Expansion of the Banning WWTP and Construction of Phase I Recycled Water Pipelines

Source	Emissions (lb/day)				
	CO	ROG	NOX	SOX	PM10
Expansion of Banning WWTP	5.74	1.13	14.00	1.48	31.65
Installation of Pipeline from Well R1	0.00	0.00	0.09	0.00	4.87
Installation of Pipeline to Sun Lakes	0.09	0.00	0.17	0.00	72.78
Total	**5.83**	**1.13**	**14.26**	**1.48**	**109.30**
SCAQMD Threshold (lb/day)	550	75	100	150	150

CO = carbon monoxide
ROG = reactive organic gases
NOX = nitrogen oxides
SOX = sulfur oxides
PM10 = particulate matter less than or equal to 10 microns in diameter

Particulate matter emissions shown on Table 2 do not reflect watering for dust control. Although impacts to air quality are considered less than significant, emissions of particulate matter can be reduced by approximately 50 percent with watering for dust control (a standard construction practice).

b) Violate any air quality standard or contribute substantially to an existing or projected air quality violation?			X	

The Proposed Project would result in the generation of air contaminant emissions that would result from the use of construction equipment and construction worker vehicles (Table 2). These emissions would not exceed SCAQMD significance thresholds. Construction activities would be temporary and would not be expected to result in any adverse, long-term effects on air quality because the generation of air pollutants primarily associated with temporary construction activities would be limited to pipeline installation. Impacts to air quality from construction of the Proposed Project would be considered less than significant. Once the project has been completed, it is estimated that there would be no net change in operational vehicles that would travel within the service area. The impacts to air quality from exhaust emissions from these vehicles would be considered less than significant.

c) Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard (including releasing emissions that exceed quantitative thresholds for ozone precursors)?			X	

Potential Impacts	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact

The project area is located in Salton Sea Air Basin and managed by the South Coast Air Quality Management District. The nearest monitoring station is the Banning Air Quality Monitoring Station. The area is classified as a non-attainment area for ozone precursors (reactive organic compounds and nitrogen oxides) and particulate matter. The net increase in emissions of these pollutants that would be attributed to construction of the Proposed Project would not be expected to exceed federal or state standards, nor would they be considered cumulatively considerable.

d) Expose sensitive receptors to substantial pollutant concentrations?			X	

The nearest sensitive receptors to the site are rural residences immediately west of the 16-acre expansion site west of the Banning WWTP (there are no schools or hospitals within 0.5 mile of the WWTP). None of the residents are expected to be exposed to substantial construction-related pollutants as a result of the Proposed Project. Impacts to sensitive receptors would be considered less than significant.

e) Create objectionable odors affecting a substantial number of people?				X

No activities would occur, and no materials or chemicals would be stored on-site, that would have the potential to cause odor impacts during project activities at the site. Sodium hypochlorite would be stored on site for use in the treatment process. This material would be stored in a closed system and would not be expected to cause odors. Therefore, adverse odor impacts affecting a substantial number of people would not be expected to occur.

IV. Biological Resources. Would the project:

a) Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?		X		

The project area within the Banning city limits is characterized by industrial and rural residential uses. The project area was surveyed by a qualified biologist in April 2007. The Proposed Project would include construction (e.g., ground disturbance) at four locations, as described herein.

- The Well R1 site and its associated pipeline to the 16-acre expansion site are inside the Banning WWTP property fenceline and have been partially cleared. An existing dirt road provides access to the percolation ponds and Well R1, which is located upon flat ground. Although the dirt road is heavily traveled, this area is characterized by presence of buckwheat (*Eriogonom fasciculatum*), filaree (*Erodium* sp.) and mustard (*Brassica* sp.). Lark sparrow (*Chondestes grammacus*), western kingbird (*Tyrannus verticalis*), killdeer (*Charadrius vociferous*) and jack rabbit (*Lepus californicus*) were observed on April 4, 2007. Small burrows west of the well may be used by pocket mouse species. The area may potentially serve as habitat for four species considered sensitive by the California Natural Diversity Data Base (CNDDB): San Diego black-tailed jack rabbit (*Lepus californicus bennettii*); pallid San Diego pocket mouse (*Chaetodipus fallax pallidus*); Los Angeles pocket mouse (*Perognathus longimembris brevinasus*); and, coast San Diego horned lizard (*Phrynosoma coronatum blainvillei*). None of these four California Species of Special Concern (CSC) were observed on April 4, 2007.

Potential Impacts	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact

- The 16-acre expansion site west of the existing Banning WWTP is generally flat with domestic olive trees (*Olea europaea*) that have been planted along two sides of the field as hedgerows. The property is mowed twice yearly. Vehicular traffic along a perimeter road into the Banning Animal Shelter crosses the parcel near its southern boundary. Plants found on the site include California croton (*Croton californicus*), mustard, yellow fiddleneck (*Amsinckia* sp.), sun cup (*Camissonia* sp.) and annual grasses. Common raven (*Corvus corax*), American crow (*Corvus brachyrhynchos*) and burrows of California ground squirrel (*Spermophilus beecheyi*) were observed on the site on April 4, 2007. No burrowing owls (*Athene cunicularia*) were seen flying or posting on dirt mounds on April 4, 2007, and no ground squirrel burrow had indirect evidence of burrowing owls inhabiting this site.
- The proposed recycled water pipeline corridor from the Banning WWTP to Sunset Avenue would be constructed entirely on paved surfaces, primarily in residential areas. A natural gas pipeline and water supply line are located beneath Lincoln Street (and other streets along this route). Biological resources are limited to annual, introduced species common to urban areas.
- The proposed recycled water pipeline corridor from Sunset Avenue to the Sun Lakes housing area would be constructed on a gravel surface comprising the extension of Westward Avenue. This access road experiences frequent vehicular traffic and bisects the proposed Five Bridges housing property. Although a corridor south of the roadway is fenced, this property is used for cattle grazing. Utility lines (gas and fiber optics) are located on the north side of Westward Avenue, with an aboveground, suspended sewage pipe crossing to the south side of the roadway near the wash of Smith Creek. A series of bridges provide the roadway over the large wash. Wildlife observed on April 4, 2007 included Say's phoebe (*Sayornis saya*), mourning dove (*Zenaida macroura*), European starling (*Sturnis vulgaris*), Brewer's blackbird (*Euphagus cyanocephalus*), crow, raven, and turkey vulture (*Cathartes aura*). Although evidence of pocket gopher (*Thomomys bottae*) was observed, the dirt shoulders of the road contain no biological resources of concern.

The USFWS identified 15 federally protected species known to inhabit locales in the general region of the City of Banning. With the exception of Stephen's kangaroo rat and mountain yellow-legged frog, none of these species occur any closer than 3 miles from the project site (most are known only from very considerably farther away than 3 miles from the project site).

- Stephen's kangaroo rat *(Dipodomys stephensi)*, a federal-listed endangered and state-listed threatened species, generally occurs in annual and perennial grasslands, but has also been found to inhabit sparse coastal sage scrub or sagebrush plant assemblages. This small mammal requires areas with well-drained, gravelly or sandy soil for digging their burrows. Stephen's kangaroo rat has been recorded on the Five Bridges housing site. CNDDB records show one entry, from April 1939, representing one animal now in the collections at the Museum of Vertebrate Zoology at Berkeley. No further information about the location or burrows at this location was recorded in 1939. During the site reconnaissance conducted in April 2007, burrows were found which probably were dug by kangaroo rats. The location of each burrow is shown in Appendix D (Biological Resources Survey Report). None of the burrows are closer than 950 ft to the proposed alignment on Westward Avenue. These burrows are at a sufficient distance from the proposed trench on Westward Avenue and would not be affected by the Proposed Project. Suitable habitat for Stephens' kangaroo rat does not occur along the heavily utilized access roadway between Sunset Avenue and the Sun Lakes housing area. The Proposed Project would not result in loss of habitat for this species because the pipeline would be installed in existing roadways.

Potential Impacts	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact

- Yellow-legged frog (*Rana mucosa*), a true frog (Family Ranidae) listed by the USFWS as endangered, but without formal listing by the State. This species always occurs very near water. A single occurrence of this species within 0.25 mile of the project site is from a collection made in 1925 at a vaguely described locale. The species possibly has been extirpated from this locale. The mapped occurrence (shown as 1.0 mile in radius) would intersect the project area only along Lincoln Street at about San Gorgonio Avenue. The Proposed Project would not result in loss of habitat for this species because the pipeline would be installed in existing roadways.

No evidence of any special status species was observed along the proposed alignment of the pipeline (west on Lincoln Street to Sunset Avenue, south on Sunset to Westward Avenue, west on the north shoulder of Westward Avenue). The vibration from trenching does not propagate very far through alluvial sediments such as occur along Westward Avenue. Therefore, there would be no concern for kangaroo rats that may inhabit burrows several hundred meters north of Westward Avenue. Vibrations propagated through the ground would not influence birds. Noise generated by diesel engines of tracked excavators, front loaders, and other construction vehicles would likely drive birds away from the immediate vicinity, but not otherwise cause effects. The City would ensure that the following mitigation measures to avoid or minimize habitat disturbance would be incorporated into project design and planning:

- *Pipeline design will be limited to the disturbed shoulders of the existing roadway along Westward Avenue. Placement of recycled water pipeline in any washes or creeks will be avoided.*
- *A qualified biologist will be present during trenching to monitor ground disturbance to ensure that construction vehicles do not stray, or materials placed, north of Westward Avenue into grasslands of marginal quality but where kangaroo rat burrows might occur north of the project site.*
- *Pipeline installation along Westward Avenue from Sunset Avenue to the Sun Lakes housing area would be conducted by minimizing the width of the trench corridor to less than 5 feet, wherever possible.*
- *Construction laydown and staging areas would be sited along nearby paved road surfaces and would not be located upon any undisturbed, natural areas.*
- *To avoid potential impacts, construction work limits would be clearly designated on construction plans and specifications.*
- *To retain native plant material, any topsoil removed from the site would be stockpiled, covered and replaced on-site, as much as possible. During pipeline construction, any non-paved areas that are trenched would be returned to their original condition following pipeline installation.*

Implementation of these mitigation measures would avoid impacts to listed species. With implementation of these mitigation measures, the proposed project would not adversely affect listed and sensitive species known to occur in the vicinity.

b) Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, and regulations, or by the California Department of Fish and Game or the U.S. Fish and Wildlife Service?			X	

The project sites do not contain riparian habitat. Pipelines would be constructed within existing roadways and not within drainage areas. Impacts to riparian habitat or other sensitive natural communities would be considered less than significant.

Potential Impacts	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
c) Have a substantial adverse effect on federally protected wetlands as defined by Section 404 of the Clean Water Act (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?				X
A jurisdictional delineation of resources defined by Section 404 of the Clean Water Act was conducted in 2004. This delineation identified drainages associated with Pershing and Smith Creeks which run through the proposed Five Bridges property. The proposed recycled water pipeline corridor would be placed within the existing access road (Westward Avenue). None of the proposed pipeline segments or other proposed facilities would be sited within U.S. Army Corps of Engineers-defined wetlands. The Proposed Project would not result in physical modifications or placement of facilities in, or adjacent to, streams, flood control channels or wetlands.				
d) Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?		X		
The Proposed Project would not be expected to interfere with movement of small mammals. The proposed recycled water pipeline would be constructed within the existing roadways. With incorporation of the mitigation measures described in Section IV.a, impacts to wildlife movement would be considered less than significant.				
e) Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?				X
The Proposed Project would not result in the need to remove any trees that are subject to local policies or ordinances. The Proposed Project would not result in the removal of any coast live oak trees. No conflicts with local policies or ordinances would be expected.				
f) Conflict with the provision of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?				X
The Proposed Project is not located in a Cell, Cell Group, or Subunit of the Western Riverside County Multiple Species Habitat Conservation Plan (MSHCP). Developed by the Riverside County Transportation and Land Management Agency in order to map out potential reserve areas for habitat conservation, the MSHCP is a comprehensive, multi-jurisdictional effort that focuses on the conservation of 146 species. The MSHCP consists of a reserve system of approximately 500,000 acres of which approximately 347,000 acres are currently within public ownership and 153,000 acres are currently in private ownership. The MSHCP includes 250,000 acres of privately owned land proposed as potential criteria area, including the project site, and will ultimately be reduced to 157,000 acres designated as habitat conservation land.				

Potential Impacts	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
The Proposed Project would not significantly alter the existing setting, or remove any significant habitat or biological resources. At this time, the project area is not within an area designated for conservation or management under the MSHCP. The Five Bridges site is not considered to be an integral part of any regional or otherwise identified wildlife corridor (Impact Sciences, Inc., 2006). The proposed recycled water pipeline corridor is not located within habitat or fee area for any listed species. Therefore, the Proposed Project would not conflict with the MSHCP or any other existing conservation plan.				
V. **Cultural Resources.** Would the project:				
a) Cause a substantial adverse change in the significance of a historical resource as defined in § 15064.5?				X
A cultural resources investigation was conducted for the project area (CRM Tech. 2007). This investigation included a records search to determine the extent of previous cultural resource investigations in the area. Archaeological site records, historic maps, listing of resources on the National Register of Historic Places (NRHP), California Register of Historic Resources (CRHR), California Points of Historical Interest, California Landmarks, and National Historic Landmarks were reviewed to determine whether any archaeological sites or architectural resources exist in the project area. Results of the records search revealed that no historic properties (resources listed on or determined eligible for listing on the NRHP or CRHR) are located within or adjacent to the project area. However, during the field survey, one previously unrecorded historic-period site, 33-16207 was identified within the APE. Site 33-16207 is located on land once owned by Walter Hathaway; however, some of the historic landscape features are likely to post-date Hathaway's association with the property. Therefore, Site 33-16207 does not qualify as a historic property. The Proposed Project would not result in any adverse change to historical resources.				
b) Cause a substantial adverse change in the significance of an archaeological resource pursuant to § 15064.5?		X		
The cultural resources investigation conducted for the project area (CRM Tech, 2007) identified one previously unrecorded historic-period site with potential archaeological significance, Site 33-16208 (CA-Riv-8364), within the APE. Site 33-16208, a refuse deposit containing temporally and morphologically diagnostic consumer items from the 1920s-1930s, has the potential to yield important archaeological data. The proposed pipeline alignment would be located to avoid Site 33-16208. Two mitigation measures have been identified: • *The pipeline from Well R1 to the Banning WWTP would be aligned to avoid Site 33-16208. The City would ensure that a qualified archaeological monitor flags the boundaries of this site prior to any groundwork, and that the monitor is present during pipeline trenching at this location.* • *In the event any archaeological materials or subsurface deposits are unearthed during earthmoving activities, the construction contractor would cease activity in the affected area (e.g., redirect activities into another area) until the discovery can be evaluated by a qualified archaeologist or historic resources specialist, as required, and appropriate treatment measures implemented.* With incorporation of these mitigation measures into the project, impacts to archaeological resources would be considered less than significant.				

Potential Impacts	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
c) Directly or indirectly destroy a unique paleontological resource or site of unique geologic feature?		X		

Based on previous and current investigations, no paleontological resources are known in the project area. No fossil vertebrate localities have been identified to date within or near the project area. Although no paleontological resources have been recorded, the proposed recycled water corridor along the extension of Westward Avenue (from Sunset Avenue to the Sun Lakes housing development) is located in Pleistocene older alluvium. Similar Pleistocene sediments located in the region have been found to have a high potential for paleontologic resources and, therefore, the paleontological sensitivity of the site is considered to be high. The occurrence of fossil sites in Pleistocene older alluvium suggests that there is a potential for additional similar, scientifically important fossil remains to be encountered in the project area. Excavations into older Pleistocene alluvium found near washes and flood control easements have previously encountered vertebrate fossils.

Earthmoving activities associated with project construction, as well as the unauthorized collection of fossil remains by construction personnel, could result in the loss of previously unrecorded fossil sites and the remains of extinct land mammal species. This loss would be a significant adverse environmental impact to paleontological resources. To avoid potential impacts to paleontological resources, the District would ensure that the mitigation measures described in Section IV.a are incorporated into project planning (these measures would restrict ground disturbance to specified work areas). In addition, the following mitigation would be implemented during construction:

- *In the event paleontological resources are encountered during earthwork, the construction contractor would cease activity in the affected area (e.g., redirect activities into another area) until a qualified paleontologist can evaluate the discovery, and implement appropriate treatment measures. The paleontologist would determine if the paleontological material should be salvaged, identified and permanently preserved. Curation of specimens into an accredited museum repository would be conducted by a qualified paleontologist, who would also prepare a report of findings for the City of Banning.*

With incorporation of this mitigation measure, impacts to nonrenewable paleontologic resources would be considered less than significant.

d) Disturb any human remains, including those interred outside of formal cemeteries?		X		

The Proposed Project is not expected to encounter any human remains as a result of earthmoving activities. A search of the Sacred Lands File by the NAHC did not indicate the presence of Native American cultural resources in or near the project area, and the project area is not otherwise known to be a previous cemetery or burial site. Therefore, the probability of encountering human remains during project construction is unlikely. To avoid potential impacts to human remains that may be buried beneath the surface in the work area, the City would ensure that the following mitigation measure is implemented:

- *In the event human remains are encountered during project construction, the Riverside County Coroner shall be contacted to determine whether or not investigation of the cause of death is required. In the event the remains are Native American in origin, the Native American Heritage Commission shall be contacted to determine necessary procedures for protection and preservation of remains, including reburial, as provided in the CEQA Guidelines, Section 15064.5(e).*

Potential Impacts	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
With incorporation of this mitigation measure, impacts to human remains would be considered less than significant.				
VI. Geology and Soils. Would the project:				
a) Expose people or structures to potential substantial adverse effects, including the risk of loss, injury, or death involving:				
i) Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42.			X	

There are no known active faults with evidence of surface rupture extending across the proposed site for the expansion of the Banning WWTP. Active faults with surface rupture in the region of the project site include the San Bernardino and Southern extensions of the San Andreas Fault located 9 kilometers from the site at its closest point. The project site is not located within a currently established Alquist-Priolo special studies zone (State of California Fault Rupture Hazard Zone) (Converse Consultants, 2007). Therefore, the potential for surface fault rupture occurring at the project site is considered to be low. The proposed WWTP expansion would be designed to resist damage from an earthquake conforming to the requirements of the 1997 Uniform Building Code of International Conference of Building Officials. The potential impact from rupture of an earthquake fault is considered less than significant.

ii) Strong seismic ground shaking?			X	

Although no known active faults are found in the area, ground shaking from earthquakes associated with nearby and distant faults may occur during the lifetime of the project (Converse Consultants, 2007).

Although no known active faults are found in the area, ground shaking from earthquakes associated with nearby and distant faults may occur during the lifetime of the project (Converse Consultants, 2007). Because earthquake-related hazards cannot be avoided in the southern California region, the project site could be subjected to seismic ground shaking. Therefore, the potential impact from seismic ground shaking would be considered less than significant.

iii) Seismic-related ground failure, including liquefaction?			X	

The potential for seismic hazards due to the secondary effects of earthquakes, including liquefaction, in the project area is considered low (Converse Consultants, 2007). Therefore, the impact from seismic-related ground failure, including liquefaction, would be considered less than significant.

iv) Landslides?			X	

The potential for seismic hazards due to the secondary effects of earthquakes, including landslides, in the project area is considered low (Converse Consultants, 2007). Therefore, the impact from seismic-related ground failure, including landslides, would be considered less than significant.

Potential Impacts	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
b) Result in substantial soil erosion or the loss of topsoil?			X	
The Proposed Project would result in limited removal of topsoil for construction of the expansion of the Banning WWTP and associated recycled water pipelines. Any topsoil removed from the site would be placed in the immediate area and used for re-compaction purposes. The Proposed Project would not result in development of any structures on sloped areas or within any area of potential slope failure. Therefore, slope stabilization would not be required. The potential for soil erosion and loss of topsoil would be considered minimal. Impacts from erosion and loss of topsoil would be considered less than significant.				
c) Be located on a geological unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?			X	
The Proposed Project would be designed and constructed in accordance with the recommendations of the site-specific geotechnical investigation which requires that approval by the Geotechnical Engineer for placement and compaction of fill, backfilling of trenches and testing of soils. Based on the geotechnical investigation, it is not anticipated that project construction would result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse. Impacts from unstable soils would be considered less than significant.				
d) Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial risks to life or property?			X	
The site is situated on Quaternary-age alluvium and alluvial fan deposits derived from the erosion of earth materials in the San Bernardino mountains to the north and transportation by streams and sheet flow to the site area. These alluvial deposits generally consist of various mixtures of sand, silt and gravel. The expansion potential for soils on the site is expected to be very low based on the soil classification (Converse Consultants, 2007). Therefore, impacts from expansive soils would be considered less than significant.				
e) Have soils incapable of adequately supporting the use of septic tanks or alternative wastewater disposal systems where sewers are not available for the disposal of wastewater?				X
The Proposed Project would not include the requirement to support the use of septic tanks or alternative wastewater disposal systems.				
VII. Hazards and Hazardous Materials. Would the project:				
a) Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?			X	

Potential Impacts	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
The Proposed Project would involve the transport, storage, use and disposal of sodium hypochlorite, a hazardous substance that is a highly reactive and has exposure effects from inhalation, ingestion and skin contact. Sodium hypochlorite would be used in the MBR treatment process and controlled under secondary containment structures. The expanded WWTP would require the storage of a two-week supply, or approximately 1,800 gallons, of sodium hypochlorite. Sodium hypochlorite would be transported, stored, used and disposed of in accordance with applicable USEPA, RCRA, OSHA and Uniform Fire Code regulations. Operation of the expanded wastewater treatment plant would not be expected to create a significant hazard to the public. The impact of the Proposed Project from hazardous materials would be considered less than significant.				
b) Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?			X	
The Proposed Project would require the storage and use of sodium hypochlorite, a hazardous material. This material would be stored and used with secondary containment that would collect sodium hypochlorite in the event of an unforeseen upset or accident. The impact from release of sodium hypochlorite into the environment would be considered less than significant. The rupture of a recycled water pipeline could result in release of water either onto the street or in the subsurface. Recycled water in the pipeline would be treated to Title 22 standards and would not create a significant hazard to the public (Title 22 treated water is suitable for human contact). Development and operation of the Proposed Project would not result in a significant hazard to the public and no accidental explosion or release of toxic or hazardous substances would be expected to occur. Impacts from hazardous materials would be considered less than significant.				
c) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?				X
There are no existing or proposed schools within one-quarter mile of the Banning WWTP. The Proposed Project would not use or store hazardous substances in quantities that could result in a significant hazard to the public. Disinfection of recycled water would be accomplished at the Banning WWTF. Disinfection of pipelines would not be conducted, all chlorine injection would be accomplished at the Banning WWTP only. Therefore, no accidental explosion or release of toxic or hazardous substances as a result of the Proposed Project would be expected to occur near an existing or proposed school.				
d) Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?				X

Potential Impacts	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
A search of available environmental records was conducted in December 2006 by Track Info Services, LLC, an independent database review company. The records search includes a review of available federal, state, and local environmental databases. These databases identify properties or locations that have had known releases of regulated substances, or which have had histories involving the use, storage, treatment, generation, disposal, or handling of hazardous substances. The records search meets search requirements of ASTM Standard Practice for Environmental Site Assessments, E 1527-00. No listed facilities within one mile of the project site were present on the National Priority List (NPL), Corrective Action Reports, Treatment Storage and Disposal Facility List, or State Priority List. The site for the proposed WWTP expansion and recycled water pipelines would not create any significant hazard to the public or the environment.				
e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard for people residing or working in the project area?				X
The project area is located approximately 0.4 miles south of the Banning Municipal Airport. The site is within the Banning Municipal Airport Master Plan area, and within the Zone E compatibility area for the airport. Zone E includes additional lands under important airspace around the airport. Aircraft overflight of these areas are typically at altitudes of less than 3,000 feet above the airport elevation. In portions of the area, tall structures are height limited. The proposed expansion of the Banning WWTP would not require construction of structures that would exceed approximately 30 feet in height (height limitations would not be exceeded). Therefore, there would be no airport safety related impacts.				
f) For a project within the vicinity of a private airstrip, would the project result in a safety hazard for people residing or working in the project area?				X
The project area is not located adjacent to any private airstrips. Therefore, there would be no airport safety related impacts.				
g) Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?			X	
The Proposed Project would not result in any interference with existing emergency response or emergency evacuation plans for local, state or federal agencies. While temporary lane closures may occur, complete street closures would not be required during project construction. All emergency procedures would be implemented within local, state, and federal guidelines. Therefore, impacts to emergency response or evacuation plans would be considered less than significant.				
h) Expose people or structures to a significant risk of loss, injury or death involving wildland fires, including where wildlands are adjacent to urbanized areas or where residences are intermixed with wildlands?				X

Potential Impacts	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
The project site is located in a "moderate" to "no fuel" Fire Threat Zone (City of Banning, 2007a). The construction and operation of the Proposed Project would not result in any increase in the fire hazard at or near the project site. The Proposed Project would not result in any increase in exposure of people or structures to risk from wildland fires. Therefore, impacts from wildland fires would be considered less than significant.				
VIII. Hydrology and Water Quality Would the project:				
a) Violate any water quality standards or waste discharge requirements?				X
The development of project facilities would increase recycled water distribution within the City of Banning service area. Groundwater from Well R1 would be extracted and piped to the expanded WWTP for processing. No groundwater would be released. Impacts to water quality standards or waste discharge requirements would not be expected.				
b) Substantially deplete groundwater supplies or interfere substantially with groundwater recharge such that there would be a net deficit in aquifer volume or a lowering of local groundwater table level (e.g., the production rate of pre-existing nearby wells would drop to a level which would not support existing land uses or planned uses for which permits have been granted)?			X	
The City of Banning WWTP is underlain by the East Banning Storage Unit, which encompasses approximately 4.4 square miles and serves the area at the base of the Banning Bench and the southern portion of the City. In 2004, depth to groundwater within this storage unit was 380 feet below ground surface (fbgs). The Proposed Project would not result in depletion of groundwater supplies because the volume of groundwater withdrawn at Well R1 would be exceeded by the amount being percolated in the series of ponds east of the WWTP. In addition, the production of recycled water would alleviate some of the water demand and provide beneficial uses. The City of Banning is experiencing a temporary surplus of water in the Beaumont Basin, and is allowed to pump sufficient water from this basin in order to meet its water demand (City of Banning, 2005). The earthwork associated with construction of the proposed WWTP expansion and recycled water pipelines would not interfere with any known aquifers. Therefore, impacts to groundwater supplies would be considered less than significant.				
c) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, in a manner that would result in substantial erosion or siltation on- or off-site?			X	
Construction of the proposed recycled water pipeline would not require any alteration of drainage patterns or waterways. Erosion control measures would be implemented during construction to minimize the potential for sediment to be picked up and transported off-site, or by runoff. Construction equipment would not be rinsed off on-site in such a manner to affect nearby drainageways. Construction materials would be covered and stored in contained areas away from Smith Creek. Therefore, impacts to drainage patterns from the Proposed Project would be considered less than significant.				

Potential Impacts	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
d) Substantially alter the existing drainage pattern of the site or area, including the alteration of the course of a stream or river, or substantially increase the rate or amount of surface runoff in a manner that would result in flooding on- or off- site?			X	
The Proposed Project would not result in any alteration of the existing drainages. Pipelines would be placed in existing roadways or within public right-of-ways along Charles Street, Hathaway Street, Lincoln Street, and Sunset Avenue. At the extension of Westward Avenue, the proposed recycled water line would be suspended on an existing pipe bridge similar to existing utilities (the pipeline would not be constructed in the washes associated with Pershing or Smith Creeks). This is the only location where the pipeline would be suspended. Design of pipelines at these crossings would include restraint joints to prevent joint separation and possible leakage. The proposed pipelines would be placed underground and would not result in increased impervious surfaces. The resulting surface runoff would not be expected to change from existing conditions, or result in any increase in flooding. The Federal Emergency Management Agency (FEMA) has identified areas subject to 100-year flood hazards along the northern reaches of Smith Creek and the channels of Pershing Creek (Impact Sciences, Inc., 2006). Floodplains associated with Smith Creek are present south of the Banning WWTP and encompass a portion of the southern ponds at the facility. The proposed expansion of the Banning WWTP would not be located in any area designated as a floodplain. The proposed recycled water line along Lincoln Street would cross over several former (unnamed) washes that had originated on the Banning bench. Erosion control measures would be implemented during construction of project facilities to minimize the potential for sediment to be picked up and transported off-site by runoff. Standard erosion control measures would include stockpiling and covering topsoil, as well as best management practices to prevent water quality impacts. These measures would be accomplished by the construction contractor and monitored by the City of Banning. Construction equipment would not be rinsed off on-site, or in such a manner as to adversely impact Smith Creek along the southern boundary of the project site. Construction materials would be covered and stored in contained areas away from any drainage areas. Standard erosion control measures would effectively prevent and minimize adverse impacts from runoff. Impacts to drainage would be considered less than significant.				
e) Create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff?			X	
The Proposed Project would contribute to storm runoff due to an increase in impervious surface area. While approximately 9.5 acres of land would be disturbed, only approximately one acre of land would become impervious. This equates to an increase in impervious land of approximately less than one percent of the total 126 acres of land on which the Banning WWTP is located. Expansion facilities would be designed with adequate site drainage. The capacity of the existing stormwater drainage system is expected to accommodate any increase from impervious areas. Significant adverse operational impacts to surface water quality are not expected to occur. Impacts to stormwater drainage systems would be considered less than significant.				
f) Otherwise substantially degrade water quality?				X

Potential Impacts	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
The Proposed Project would not result in any other effects that could substantially degrade water quality. The Proposed Project would meet all applicable Title 22 requirements, and would not violate any water quality standards or waste discharge requirements. Any discharges would be conducted in accordance with the City's Waste Discharge Requirements (Order No. 01-022) which would be amended for processing of recycled water. The City plans to develop and implement a comprehensive water quality monitoring program to assess the average concentration of total dissolved solids, nitrates and chlorides in the Banning and Cabazon groundwater basins to ensure that percolation ponds are not significantly degrading groundwater quality. No significant impacts to water quality are expected to occur as a result of the Proposed Project.				
g) Place housing within a 100-year flood hazard area as mapped on a federal Flood Hazard Boundary or Flood Insurance Rate Map or other flood hazard delineation map?				X
The Proposed Project would not result in the placement of housing in the 100-year flood hazard area.				
h) Place within a 100-year flood hazard area structures that would impede or redirect flood flows?			X	
Both 100-year and 500-year floodplains have been mapped on the site and in the project area. Although the wash is no longer visible due to development, the historic 100-year floodplain west of the Banning WWTP originates from an unnamed creek originating on the Banning Bench at elevation 3,000 ft above sea level (this unnamed creek is not a tributary of the San Gorgonio River). The 100-year floodplain associated with Smith Creek south of the Banning WWTP extends over a portion of the aeration ponds at the plant. The Proposed Project would be located upon four flood zones designated by FEMA[1] as follows: the WWTP expansion site, Well R1 and the pipeline from Well R1 to the WWTP would be located on Zone C; the recycled water pipeline would be located primarily on Zones B and C; one segment of the pipeline along Lincoln Street at 4th Street would be within Zone A; and, one segment of the pipeline along West Lincoln Street east of Adams Avenue would be located in Zone A4. A portion of the proposed recycled water pipeline along Hathaway and Lincoln Streets, as well as along the unnamed City access road, would be located within the historic 100-year floodplain associated with Smith and Pershing Creeks, Highland Wash and two unnamed creeks originating in the mountains north of Banning. The pipeline would be buried underground at a depth of approximately 5 feet and would not be directly exposed to flood hazards. The Proposed Project would not impede or redirect flow within any creeks or drainage areas. Therefore, impacts to the 100-year flood hazard area would be considered less than significant.				

[1] FEMA has identified and mapped areas that are at risk due to periodic flooding. Flood Insurance Rating Maps (FIRM) includes flood zone designations for areas subject to flooding based on engineering and hydrologic studies. The following flood zone designations are found on the FIRM maps produced for the area of the Proposed Project:
Zones A and A4: Areas with a 1 percent annual chance of flooding over the life of a 30-year mortgage, and considered to be a high risk area (flood insurance is mandatory).
Zones B and C: Areas outside the 1-percent annual chance floodplain and considered to be a moderate to low risk area (flood insurance is not mandatory).

Potential Impacts	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
i) Expose people or structures to a significant risk of loss, injury or death involving flooding, including flooding as a result of the failure of a levee or dam?				X
The Proposed Project would not expose people or property to flood-related hazards. The net drainage from the area would not be changed with the implementation of the Proposed Project. Therefore, no significant impacts would be expected to occur.				
j) Inundation by seiche, tsunami, or mudflow?				X
Flooding associated with seiches (wave-like oscillations of water in an enclosed basin caused by earthquakes, high winds or other atmospheric conditions) is not anticipated at the project site due to its distance from enclosed bodies of water. The project site is located approximately 50 miles northeast of the coast. The potential for inundation by a tsunami is expected to be a rare occurrence. The Proposed Project would not result in any increased risk for inundation by mudflow. Impacts from seiche, tsunami or mudflow would not be expected.				
IX. Land Use and Planning. Would the project:				
a) Physically divide an established community?				X
The Proposed Project would consist of construction of pipelines within existing or planned roadways. Nearby residential properties would not be adversely impacted by proposed facilities or operations. The Proposed Project would be located on land owned by the City or land that the City has utility easements. Construction of the project facilities would not result in any division of the community.				
b) Conflict with any applicable land use plan, policy, or regulation of an agency with jurisdiction over the project (including, but not limited to the general plan, specific plan, local coastal program, or zoning ordinance) adopted for the purpose of avoiding or mitigating an environmental effect?			X	
The City of Banning designates land use for Banning WWTP as Public Facilities and Industrial. The proposed recycled water pipeline would be placed primarily in existing or planned streets and the city of Banning rights-of-way. The pipeline corridor would cross over the following General Plan designations: Industrial, Airport Industrial, Public Facilities, General Commercial, Business Park, Very Low Density Residential, Low Density Residential, Medium Density Residential, Open Space Park, and Open Space Resources (City of Banning, 2007a). Zoning designations in the City of Banning are consistent with the General Plan. **Coastal Zone Management Act.** The coastal zone for the State of California is defined as the land and water area of the state from the Oregon border to the border of the Republic of Mexico, extending seaward to the state's outer limit of jurisdiction, including all offshore islands, and extending inland generally 1000 yards from the mean high tide line of the sea. In significant coastal estuarine, habitat, and recreational areas it extends inland to the first major ridgeline paralleling the sea or five miles from the mean high tide line of the sea, whichever is less, and in developed urban areas the zone generally extends inland less than 1,000 yards. There have been some minor modifications to the boundary since the program was approved. Riverside County is not within the Coastal Zone. The proposed project is not located within the Coastal Zone.				

Potential Impacts	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
Wild and Scenic Rivers. There are no designated Wild and Scenic Rivers that would be impacted by the proposed project. The closest river with this designation is Sespe Creek in Ventura County, which is approximately 120 miles from the City of Banning. Conflicts with land use designations and zoning ordinance would not be expected. Impacts to local land use and zoning would be considered less than significant.				
c) Conflict with any applicable habitat conservation plan or natural community conservation plan?			X	
There are no conservation plans or natural community conservation plans that overlay the Proposed Project. The proposed expansion of the Banning WWTP and Phase I recycled water distribution line would be located in the developed urban portion of the City of Banning. Conservation areas of Western Riverside County are located south of the project area. The proposed project is not located within the Western Riverside County Multiple Species Habitat Conservation Plan (MSHCP) area. Therefore, there the Proposed Project would not conflict with the MSHCP or any other existing conservation plan.				
X. Mineral Resources. Would the project:				
a) Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?				X
The project area is located in Mineral Resource Zone 3, an area where available geologic information indicates that mineral deposits are likely to exist, however, the significance of the deposit cannot be evaluated from available data. No loss of availability of known mineral resources would result from implementation of the Proposed Project. The impact of construction of the proposed project facilities at this location on mineral resources is considered to be less than significant.				
b) Result in the loss of availability of a locally important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan?			X	
The Banning Quarry, operated by Robertson's Ready Mix, is the only aggregate producer in the City of Banning. The Banning Quarry is mined for rock, sand and base materials used for concrete and construction. This quarry is located north of I-10 in an MRZ-2 area. The Proposed Project would not be located on any locally important mineral resource recovery site, nor would it result in any interference with existing mining operations at the Banning Quarry. Therefore, impacts to mineral resources would be considered less than significant.				
XI. Noise. Would the project result in:				
a) Exposure of persons to, or generation of, noise levels in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?			X	

Potential Impacts	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
The primary noise source in the City of Banning is motor vehicle traffic. In addition, the Banning Municipal Airport generates intermittent noise from daily takeoffs and landings. Noise impacts from project activities are a function of the noise generated by construction equipment, the location and sensitivity of nearby land uses, and the duration of the noise-generating activities. The construction of proposed pipelines would include pavement breaking and excavation. Construction equipment that could be used during expansion of the WWTP includes graders, bulldozers, dump trucks and front end loaders. Construction equipment that could be used during pipeline installation includes jackhammers, pavement breakers and trenching machines. During construction, single-family residences in the immediate area would be subjected to temporary increases in noise levels. Operation of construction equipment may generate intermittent noise levels up to 80 dBA at approximately 150 feet from the source. An average day-night sound level of 65 dBA is generally accepted as a standard for residential communities. Riverside County does not have a specific ordinance addressing noise limits for construction. The County restricts construction noise limits on a nuisance basis. The Building and Safety Department of Riverside County limits construction hours to between the hours of 7 AM to 6 PM. The City of Banning has adopted noise control and abatement ordinances (Nos. 1138 and 1243) in accordance with Section 46026 of the Health and Safety Code (Model Community Noise Ordinance). While temporary increases in noise in the surrounding area may result in annoyance to local residents, adverse effects such as speech interference, sleep disturbance, and hearing loss would not be expected to result. Construction activities for the proposed project would not be expected to exceed the average day-night sound level of 65 dBA. Construction activities would be limited to daytime hours. No post construction noise-generating activities would result from the Proposed Project. The principal source of noise during operations would be from limited vehicular noise from maintenance personnel working at the site. The Proposed Project would not result in any change to the number of personnel. Therefore, impacts to noise from operations would be considered less than significant.				
b) Exposure of persons to or generation of excessive groundborne vibration or groundborne noise levels?			X	
Construction activities may result in vibration from compacting and grading equipment, including pavement breakers, jack hammers, and a trench machine. Groundborne vibration is measured using the typical annoyance threshold of 72 VdBA (vibrational A-weighted decibel level). Excessive amounts of groundborne vibration or noise levels would not be expected from construction equipment to be used. For these reasons, impacts from groundborne vibration would be considered less than significant.				
c) A substantial permanent increase in ambient noise levels in the project vicinity above levels existing without the project?			X	
No post construction noise-generating activities would result from the Proposed Project. The Proposed Project would result in short-term increases in noise levels during construction, but would not result in any permanent change to the existing ambient noise level once construction of the WWTP expansion and pipelines are complete. Impacts to ambient noise levels in the project vicinity would be considered less than significant.				

Potential Impacts	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
d) A substantial temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the project?			X	
The Proposed Project would result in a temporary increase in ambient noise levels during construction activities. The impact of the temporary increase in noise would be considered less than significant.				
e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?			X	
The Proposed Project is located within the Banning Municipal Airport Master Plan area, but would not expose people who reside or work in the area to excessive noise levels. The expected noise level from the Proposed Project would not differ substantially from the existing noise environment at the Banning WWTP. Impacts to noise would be considered less than significant.				
f) For a project within the vicinity of a private airstrip, would the project expose people residing or working in the project area to excessive noise levels?				X
The Proposed Project is not located in the vicinity of any private airstrips.				
XII. Population and Housing. Would the project:				
a) Induce substantial population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?			X	
The Proposed Project would not have direct growth inducing effects, although it would support the ongoing and planned development in the Banning wastewater treatment service area. The Proposed Project would not result in the need for additional infrastructure. Impacts to population growth would be considered less than significant.				
b) Displace substantial numbers of existing housing, necessitating the construction of replacement housing elsewhere?				X
The Proposed Project would not displace any housing. All proposed project facilities would be constructed within existing streets and right-of-ways. Therefore, the project would not result in any impacts to housing.				
c) Displace substantial numbers of people, necessitating the construction of replacement housing elsewhere?				X
The Proposed Project would not displace any people, or result in the need for replacement housing elsewhere. Therefore, the Proposed Project would not result in any impacts to housing.				

Potential Impacts	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
XIII. Public Services. Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services.				
a) Fire protection?				X
The Riverside County Fire Department, in cooperation with the California Department of Forestry and Fire Protection, provides fire protection services to the project area. The Proposed Project would not result in any increase in the demand for fire protection services. The Proposed Project would not generate a need for new fire stations in the area or cause any significant impacts to existing fire protection services. Therefore, impacts to fire protection services are not expected.				
b) Police protection?				X
The Banning Police Department and the Riverside County Sheriff's Department provide police protection in the project area. The Proposed Project would allow adequate circulation for pedestrians, vehicles, and police patrols. It is not anticipated that the Proposed Project would result in the need for new police stations in the area, or otherwise impact existing police services.				
c) Schools?				X
The Proposed Project would not generate any additional population in the area, and therefore would not impact local school enrollments. The Proposed Project would not otherwise adversely impact existing and planned schools in the area. Therefore, no adverse impacts to schools would result from the Proposed Project.				
d) Parks?				X
The proposed project facilities would not result in any impacts to local parks. There would be no change to the planned 150-acre Smith Creek Park that would be developed south of the Banning WWTP. The Proposed Project would not result in adverse impacts to existing or planned parks in the region.				
e) Other public facilities?				X
The proposed project facilities would be operated and maintained by the City of Banning or its designated operator, and would not result in any impacts to other public facilities.				
XIV. Recreation				
a) Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?			X	
The Proposed Project would not result in any increase in use of any parks or other recreational facilities. Therefore, impacts to existing or planned neighborhood and regional parks would be less than significant.				

Potential Impacts	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
b) Does the project include recreational facilities or require the construction or expansion of recreational facilities that might have an adverse physical effect on the environment?				X
The Proposed Project would not include any recreational facilities. No impacts to the environment from expansion of recreational facilities would be expected to occur.				
XV. Transportation/Traffic. Would the project:				
a) Cause an increase in traffic that is substantial in relation to the existing traffic load and capacity of the street system (i.e., result in a substantial increase in either the number of vehicle trips, the volume to capacity ratio on roads, or congestion at intersections)?			X	
During the construction period, construction workers would access the WWTP expansion site on a daily basis. Assuming that all the workers travel in single occupant vehicles, this would result in additional inbound and outbound vehicle trips. These trips would occur before morning and evening peak hour traffic. Movement of the construction vehicles would not be expected to result in any change to the volume-to-capacity ratio of roadways or congestion at intersections in the local area. Construction-related traffic would be a temporary, short-term condition and is not expected to result in any substantial effects on traffic. Operation of the Proposed Project is estimated to result in no net change in the number of personnel vehicles. For these reasons, impacts to traffic would be considered less than significant.				
b) Exceed, either individually or cumulatively, a level of service standard established by the county congestion management agency for designated roads or highways?			X	
Vehicular traffic would be expected to increase temporarily during the construction period as a result of the daily project-related vehicle trips. Traffic may be temporarily delayed during the installation of recycled water pipelines along existing streets (Charles Street, Hathaway Street, Lincoln Street and Sunset Avenue). Temporary lane closures may be required, however, closure of complete roads is not expected. These temporary and localized impacts would not be expected to result in a substantial change to the current level of service for affected roadways. For these reasons, construction impacts to traffic would be considered less than significant. During operations, the Proposed Project would not be expected to result in any change to the existing level of service on any roads or highways in the project area. Impacts to traffic levels of service on roads and highways would be considered less than significant.				
c) Results in a change in air traffic patterns, including either an increase in traffic levels or a change in location that results in substantial safety risks?				X
The Proposed Project would not result in any changes to air traffic patterns that could result in any increases in safety risks.				

Potential Impacts	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
d) Substantially increase hazards due to a design feature (e.g. sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?				X
No alterations to area roadways are proposed. No substantial increase in hazards or incompatible uses would be anticipated as a result of the Proposed Project.				
e) Result in inadequate emergency access?				X
No changes in access to emergency facilities or nearby land uses are expected to occur as a result of implementation of the project.				
f) Result in inadequate parking capacity?			X	
The proposed WWTP expansion would not require additional employees or maintenance vehicles. The additional proposed project facilities would be maintained by City personnel who currently park within the existing WWTP boundaries. The impact of the Proposed Project on parking is considered to be less than significant.				
g) Conflict with adopted policies, plans, or programs supporting alternative transportation (e.g., bus turnouts, bicycle racks)?				X
No modifications to the area roadways or bikeways are proposed. There would be no effects on existing facilities and structures (i.e., bus turnouts and bicycle racks) that support alternative transportation. Therefore, the Proposed Project would not result in any conflicts with policies that support alternative transportation.				
XVI. Utilities and Service Systems. Would the project:				
a) Exceed wastewater treatment requirements of the applicable Regional Water Quality Control Board?				X
The Proposed Project would not result in any discharges of wastewater that exceed treatment requirements regulated by the California Regional Water Quality Control Board (CRWQCB). Any discharges would be conducted in accordance with the City's Waste Discharge Requirements (Order No. 01-022) which would be amended for processing of recycled water. Therefore, there would be no impacts.				
b) Require or result in the construction of new water or wastewater treatment facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?				X
The Proposed Project would result in construction and operation of new recycled water distribution facilities intended to meet the growing demand for water in the area. Expansion of the existing Banning WWTP would result in order to meet the demand of planned growth and provide a new capability for recycled water production. Impacts to water or wastewater treatment facilities from the Proposed Project would not be expected.				

Potential Impacts	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
c) Require or result in the construction of new storm water drainage facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?				X
The Proposed Project would provide recycled water production and distribution facilities for residents in the City of Banning. This would enable irrigation of parks, golf courses and other buffer areas with recycled water, which would replace the use of potable water. No increase in water use would be expected. The Proposed Project would have no effect on storm water drainage in the area.				
d) Have sufficient water supplies available to serve the project from existing entitlements and resources, or are new or expanded entitlements needed?			X	
Water used at the Banning WWTP is supplied by the City of Banning Water/Wastewater Utilities Department. The Proposed Project would use additional water for the MBR treatment process. This water would be extracted from Well R1 located on City property. The City has entitlement to this water supply in accordance with its 2004 adjudication judgment for groundwater pumping and storage rights in the Beaumont Basin (City of Banning, 2005). Therefore, impacts to water supply would be considered less than significant.				
e) Result in a determination by the wastewater treatment provider, which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?				X
The Proposed Project would not result in any increase in wastewater generation or otherwise adversely impact the existing regional sewer system and local wastewater treatment plant. Operation of the Proposed Project would result in no net change in the number of employees or residents in the project area. The project would not result in a need for additional wastewater treatment capacity in the project area. The additional treatment capacity is being added in order to accommodate planned growth in the community and to provide the capability to produce recycled water. No impacts to wastewater treatment systems are expected.				
f) Be served by a landfill with sufficient permitted capacity to accommodate the project's solid waste disposal needs?			X	
Construction activities would generate solid waste, however the amount generated would be minimal and is not expected to significantly impact landfill capacities. Solid waste from the project would be disposed of in landfills that have sufficient permitted capacity (Lamb Canyon Sanitary Landfill, El Sobrante Landfill and the Badlands Landfill). Operation of the Proposed Project would not generate solid waste. Impacts to solid waste disposal would be considered to be less than significant.				
g) Comply with federal, state, and local statutes and regulations related to solid waste?			X	
All solid waste disposal would be managed in accordance with applicable federal, state and local statutes and regulations. Impacts to solid waste would be considered less than significant.				

Potential Impacts	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
XVII. Mandatory Findings of Significance				
a) Does the project have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal, or eliminate important examples of the major periods of California history or prehistory?			X	
The analysis conducted in this Initial Study results in a determination that the project could result in a less than significant effect on the local environment. The construction activities associated with the Proposed Project would not be expected to substantially degrade fish, wildlife, and/or plant populations. Intrusion on any previously undiscovered cultural or historic resources would not be anticipated (mitigation for inadvertent discovery of cultural materials has been included in this analysis).				
b) Does the project have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects.)			X	
The Proposed Project would result in loss of up to approximately 9.5 acres of marginal habitat as a result of construction of the expansion of the Banning WWTP. Because the habitat that would be lost is marginal in value, impacts from the Proposed Project would not be cumulatively considerable. The analysis in this Initial Study has determined that the project impacts would be considered less than significant.				
c) Does the project have environmental effects that will cause substantial adverse effects on human beings, either directly or indirectly?				X
Direct and indirect adverse effects on human beings would not be expected as a result of the project. The Proposed Project would result in a new capability to produce and distribute Title 22 recycled water to the Banning community, which is considered a beneficial impact.				
NOTE: Authority cited: Section 21083, Public Resources Code; Reference: Section 21001 and 21068, Public Resources Code.				

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APPENDIX A

Clean Air Act General Conformity Applicability Analysis

DRAFT

CLEAN AIR ACT GENERAL CONFORMITY APPLICABILITY ANALYSIS FOR THE PROPOSED WASTEWATER TREATMENT PLANT EXPANSION AND PHASE I RECYCLED WATER SYSTEM BANNING, CALIFORNIA

CITY OF BANNING
Water/Wastewater Utilities Department
176 E. Lincoln Street
Banning, California 92220

May 2007

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ACRONYMS AND ABBREVIATIONS

AQCR	Air Quality Control Region
CAA	Clean Air Act
CAAA	Clean Air Act Amendments
CARB	California Air Resources Board
CEIDARS	California Emission Inventory and Reporting System
CFR	Code of Federal Regulations
CO	Carbon monoxide
°F	degrees Fahrenheit
FONSI	Finding of No Significant Impact
FR	Federal Register
FY	fiscal year
gpm	gallons per minute
m^3	cubic meter
mg	milligrams
NA	Not applicable
NAAQS	National Ambient Air Quality Standards
NO_2	nitrogen dioxide
NO_x	nitrogen oxides
NSR	New Source Review
O_3	ozone
Pb	lead
PM	particulate matter
$PM_{2.5}$	particulate matter less than or equal to 2.5 microns in aerodynamic diameter
PM_{10}	particulate matter less than or equal to 10 microns in aerodynamic diameter
ppm	parts per million
PSD	Prevention of Significant Deterioration
ROD	Record of Decision
SIP	State Implementation Plan
SO_2	sulfur dioxide
SO_x	sulfur oxides
sq ft	square feet
SRF	State Revolving Fund
tpy	tons per year
TSP	total suspended particulates
µg	micrograms
U.S.C.	United States Code
USEPA	United States Environmental Protection Agency
VOC	volatile organic compounds
WRCC	Western Regional Climate Center
WWTP	wastewater treatment plant

SECTION 1
CLEAN AIR ACT CONFORMITY

1.1 INTRODUCTION

The Clean Air Act (CAA) requires the U.S. Environmental Protection Agency (USEPA) to promulgate rules that ensure that federal actions conform to the appropriate State Implementation Plan (SIP). These rules are codified in 40 Code of Federal Regulations (CFR) Parts 6, 51, and 93. The SIP is a plan that provides for the implementation, maintenance, and enforcement of the National Ambient Air Quality Standards (NAAQS). This plan provides emission limitations and control measures to attain and maintain the NAAQS. Conformity to a SIP is defined as being consistent with the SIP's purpose of eliminating or reducing the severity and number of violations of the NAAQS and achieving expeditious attainment of such standards.

A federal agency responsible for a proposed action is required to determine if its actions conform to the applicable SIP. If the action involves the Federal Highway Administration or Federal Transit Authority, it falls under Transportation Conformity Rules. All other Proposed Actions fall under General Conformity Rules. The Wastewater Treatment Plant Expansion and Phase I Recycled Water System in Banning, California is applying for funding from the State Revolving Fund (SRF) Loan Program. The SRF Loan Program is partially funded by the USEPA and subject to federal environmental regulations, including the General Conformity Rule for the Clean Air Act. Therefore, the proposed Wastewater Treatment Plant Expansion and Phase I Recycled Water System in Banning, California is a federally-funded action subject to the USEPA General Conformity rules and must conform to the SIP for the State of California.

1.2 CONFORMITY BACKGROUND INFORMATION

Section 176(c) of the CAA prohibits federal entities from taking actions in nonattainment or maintenance areas that do not conform to the SIP for the attainment and maintenance of the NAAQS. Therefore, the purpose of conformity is to:

- Ensure federal activities do not interfere with the emission budgets in the SIPs;
- Ensure federal actions do not cause or contribute to new violations; and,
- Ensure attainment and maintenance of the NAAQS.

In December 1993, USEPA promulgated two sets of regulations to implement Section 176(c) of the CAA. First, on December 24, the USEPA promulgated the Transportation Conformity Regulations (applicable to highways and mass transit) to establish the criteria and procedure for determining that transportation plans, programs, and projects funded under Title 23 U.S.C. or the Federal Transit Act conform with the SIP (58 FR 62188). On December 30, the USEPA promulgated regulations, known as the General Conformity Regulations (applicable to all other projects), to ensure that other federal actions also conform to the SIPs (58 FR 63214).

With respect to General Conformity, all Proposed Actions, such as the proposed Wastewater Treatment Plant Expansion and Phase I Recycled Water System project, are covered unless otherwise exempt. Actions considered exempt from General Conformity include:

- Actions covered by Transportation Conformity;
- Action with clearly *de minimis* emissions;
- Exempt actions listed in the rule; and,
- Actions covered by a "Presumed to Conform" demonstration (an approved list).

Conformity can be demonstrated by:

- Showing emission increases are included in the SIP;

- The affected state agreeing to include increases in the SIP;
- No new violations of NAAQS and/or no increase in the frequency/severity of violations for areas without SIPs;
- Offsets; and,
- Mitigation.

1.3 GENERAL CONFORMITY DETERMINATION PROCESS

The General Conformity Rule consists of three major parts: applicability, analysis, and procedure. These three parts are described in the following sections.

1.3.1 Applicability

Attainment Areas

The General Conformity Rule applies to Proposed Actions occurring in air basins designated as nonattainment for criteria pollutants or areas designated as maintenance areas. Proposed Actions occurring in air basins that are in attainment of the NAAQS are not subject to the Conformity Rule.

A criteria pollutant is defined as a pollutant for which the federal and state governments have established ambient air quality standards, or criteria, for outdoor concentrations in order to protect public health and public welfare. A nonattainment area is any area that does not meet (or that contributes to ambient air quality in a nearby area that does not meet) the national primary or secondary ambient air quality standard for the pollutant. A maintenance area is a redesignated nonattainment area for any air pollutant that has attained the national primary ambient air quality standard for that air pollutant. Criteria pollutants and designation of attainment status are further discussed in Section 3.2.

De Minimis Emissions Levels

Threshold (*de minimis*) rates of emissions were established in the Final Rule to focus conformity requirements on those Proposed Actions with the potential to have significant air quality impacts. With the exception of lead, the *de minimis* levels are based on the CAA's major stationary source definitions for the criteria pollutants (and precursor criteria pollutants) and vary by the severity of the nonattainment area. A conformity determination is required when the annual total of direct and indirect emissions from a Proposed Action occurring in a nonattainment or maintenance area equals or exceeds the annual *de minimis* levels.

Table 1-1 lists the *de minimis* levels by pollutant applicable for Proposed Actions in nonattainment areas. The *de minimis* level for ozone applies to each precursor, volatile organic compounds (VOC) and nitrogen oxides (NO_x). The *de minimis* level for $PM_{2.5}$ applies to each precursor (as deemed significant), sulfur dioxide (SO_2), NO_x, and VOC or ammonia. Those levels specific to Air Quality Control Region (AQCR) 24, the region in which the project is located, are shown in bold type. The project activities will occur in an area designated as serious nonattainment for CO and PM_{10}; severe-17 nonattainment for 8-hour ozone; and nonattainment for $PM_{2.5}$.

Regional Significance

A Proposed Action that does not exceed the threshold rates of criteria pollutants may still be subject to a General Conformity determination. General Conformity applies if a Proposed Action is considered to be "regionally significant", meaning the direct and indirect emissions of any pollutant represent ten (10) percent or more of a nonattainment or maintenance area's emissions inventory for that pollutant.

Exemptions and Presumptions

The final rule contains exemptions from the General Conformity process. Certain Proposed Actions are deemed by the USEPA to conform because of the thorough air quality analysis

required to comply with other statutory requirements. Examples of these actions include those subject to the New Source Review program, and remedial activities under the Comprehensive Environmental Response, Compensation and Liability Act.

Table 1-1 *De Minimis* Levels for Criteria Pollutants in Nonattainment Areas

Pollutant	Designation	Tons/Year
Ozone*	Serious Nonattainment	50
	Severe Nonattainment	**25**
	Extreme Nonattainment	10
	Other nonattainment areas outside of ozone transport region	100
	Marginal and moderate nonattainment areas inside ozone transport region	50/100
Carbon Monoxide	**All nonattainment areas**	**100**
Sulfur Dioxide	All nonattainment areas	100
Lead	All nonattainment areas	25
Nitrogen Dioxide	All nonattainment areas	100
Particulate Matter	Moderate nonattainment (PM_{10})	100
	Serious Nonattainment (PM_{10})	**70**
	Nonattainment ($PM_{2.5}$)	**100**

* includes precursors: VOC or NO_x
Bold values indicate pollutant levels specific to AQCR 24
Source: 40 CFR 51.853

Other Proposed Actions that are exempt from the conformity process include those actions that would result in no increase in emissions, or an increase in emissions that is clearly *de minimis*. Examples include continuing or recurring activities, routine maintenance and repair, administrative and planning actions, land transfers, and routine movement of mobile assets.

A federal agency can establish its own presumptions of conformity through separate rulemaking actions. Section 176(c) of the CAA does not specifically exempt any activity, thus a separate analysis would need to show that the activity presumed to conform has no impacts to air quality. Based on this analysis, a federal agency can document that certain types of future actions would be *de minimis*.

1.3.2 Analysis

A conformity analysis for the Proposed Action examines the impacts of the direct and indirect emissions from mobile and stationary sources, and emissions from any reasonably foreseeable Proposed Action. Indirect emissions are those emissions of a criteria pollutant or its precursors that are caused by the Proposed Action but may occur later in time and/or may be farther removed in distance from the action itself but are still reasonably foreseeable; and the federal agency can control and will maintain control over the indirect action due to a continuing program responsibility of the federal agency. Reasonably foreseeable emissions are projected future indirect emissions that are identified at the time the conformity determination is made; the location of such emissions is known and the emissions are quantifiable, as described and documented by the federal agency based on its own information and after reviewing any information presented to the federal agency.

The conformity determination procedure is detailed in 40 CFR 51.589. The analysis is based upon the latest planning assumptions, the latest emission estimation techniques, applicable air quality models, databases, and other requirements of the "Guideline on Air Quality Models (Revised)" (USEPA Publication No. 450/2-78-027R, 1986), and on the total of direct and indirect emissions from the action. Finally, actions required to issue a conformity determination must list mitigation measures and go through the public notice process. Exempt actions are not required to go through this process.

1.3.3 Procedure

Procedural requirements of the conformity rule allow for public review of the federal agency's conformity determination. Although the conformity determination is a federal responsibility, state and local air agencies are provided notification and their expertise is consulted. No

documentation or public participation is required for applicability analyses that result in *de minimis* determinations.

The federal agency must provide a 30-day notice of the Proposed Action and draft conformity determination to the appropriate USEPA Region, and state and local air control agencies. The federal agency must also make the draft determination available to the public to allow opportunity for review and comment.

SECTION 2
DESCRIPTION OF THE PROPOSED ACTION

The City of Banning proposes to expand its existing 3.6 mgd wastewater treatment plant and construct additional supporting structures to support the City's planned recycled water storage and distribution capability in accordance with the Banning Recycled Water Master Plan.

2.1 LOCATION OF THE PROPOSED ACTION

The City of Banning is located in Riverside County approximately 20 miles west of Palm Springs along the Interstate 10 (I-10) corridor. Figure 2-1 shows the general location of the project area. The Proposed Action is located within AQCR 24.

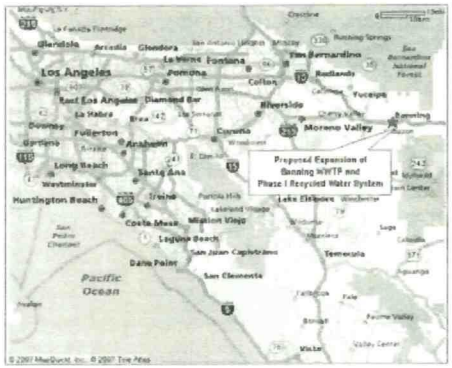

Figure 2-1 Location of the Proposed Action

2.2 PURPOSE OF THE PROPOSED ACTION

The purpose of the project is to provide the existing Banning WWTP with upgrades necessary to process high strength wastewater generated in the service area and produce Title 22 recycled water. The Proposed Action would provide a recycled water distribution system to meet the ongoing and projected water supply needs for the Sun Lakes and Five Bridges housing areas. Recycled water would be used primarily for irrigation of street medians, greenbelts, parks and golf courses. Surplus recycled water available during certain times of the year would be stored in reservoirs for future use or percolated into the East Banning groundwater aquifer.

2.3 ELEMENTS OF THE PROPOSED ACTION

2.3.1 Project Construction

As shown on Table 2-1, several areas of construction will be associated with the Proposed Action:

- Expansion of Existing WWTP. This project would include construction of the expansion on approximately 16 of the 126 total acres of property at the Banning WWTP. The expansion includes an aboveground water storage reservoir, electrical controls/laboratory building, a chlorine contact tank, and the facility for the MBR process.
- Installation of 3,500 feet of pipeline. Existing Well R1, east of the WWTP and its percolation ponds, would be retrofitted in order to extract and convey groundwater into the treatment process. Approximately 3,500 feet of buried pipeline would be constructed from the wellhead to the access road and along Charles Street to the WWTP expansion site. Pipeline construction would typically include trenching to a depth of approximately five feet in a corridor approximately five feet wide, placing of bedding material, laying of pipe, backfilling the trench and repaving the street or restoring landscaping.

General Conformity Applicability Analysis
Proposed Wastewater Treatment Plant Expansion and
Phase I Recycled Water System in Banning, California
Description of the Proposed Action

Table 2-1 Construction Project Information

Project	Project Area (sq ft)	Demolition (sq ft)	Start Date (FY)	Duration (months)
Expansion of existing WWTP	418,176	NA	08	8 months
Installation of 3,500 feet of pipeline	35,000	NA	08	3 months
Installation of 5 miles of pipeline	264,000	NA	08	24 months
Total	717,176	NA	NA	NA

* Based on trenching to a depth of approximately five feet in a corridor approximately five feet wide

- **Installation of 5 miles of pipeline. Approximately 5 miles of recycled water pipeline would be constructed from the existing WWTP to the Sun Lakes housing development to the west. Pipeline construction would typically include trenching to a depth of approximately five feet in a corridor approximately five feet wide, placing of bedding material, laying of pipe, backfilling the trench and repaving the street or restoring landscaping**

Four other past and reasonably foreseeable projects could occur during the same time period as the Proposed Action. Table 2-2 lists the construction projects.

Table 2-2 Construction Project Information, Cumulative Condition

Project	Project Area (Square Feet)	Demolition (Square Feet)	Start Date (FY)	Duration (months)
Lennar Five Bridges	23,870,880	0	08	72
Mopar Drag City	2,613,600	0	08	12
Sun Lakes (Commercial)	2,047,320	0	08	36
Banning Business Center	392,040	0	06	12
Total:	28,923,840	0	NA	NA

- **Lennar Five Bridges Development. Lennar has proposed a new community on 548 acres of land located west of Sunset Avenue south of the Interstate 10 and the Union Pacific Railroad right-of-way. The Draft Specific Plan EIR is in public review. Included in the development are 2,160 residences, mostly comprised of single-family dwellings with densities ranging from 3 units to 8 units per acre. There are about 95 patio homes and 273 townhouses at a higher density, with 51.6 acres of commercial retail space, 106.2 acres of parks and open space, and a site for a new fire station. A major improvement would be a grade separation between the Union Pacific Railroad tracks and Sunset Avenue, which is scheduled to begin construction in 2008.**
- **Mopar Drag City. Drag City, under construction just south of the Banning Municipal Airport runway, will include a track surface, lights for night racing, and a depressed design to limit the impact of noise on adjacent areas. Drag City will include a quarter-mile regulation drag strip and bleacher seating for up to 10,000 people on approximately 60 acres.**
- **Sun Lakes Commercial Project. The Sun Lakes Specific Plan includes 47 acres of vacant commercial land north of the Sun Lakes residential subdivision and south of Interstate 10. This commercial acreage is east of the Albertson's/K-Mart Shopping Plaza on Highland Springs Avenue. Plans for this project would include a new auto mall and medical offices along Sun Lakes Boulevard.**
- **Banning Business Center. The Banning Business Center is a planned business park that would offer condominium space to office, light manufacturing and service retail users. Located on nine acres at the northwest corner of 4th Street and Lincoln Street, the business park would have access to Interstate 10 from the 8th Street exit, which is grade-separated from the Union Pacific Railroad tracks.**

General Conformity Applicability Analysis
Proposed Wastewater Treatment Plant Expansion and
Phase I Recycled Water System in Banning, California
Description of the Proposed Action

SECTION 3
EXISTING AIR QUALITY

Air quality is characterized by the existing concentrations of various air pollutants, and the climatic and meteorological conditions within an area. Precipitation, wind direction and speed (horizontal airflow), and atmospheric stability (vertical airflow) are factors that determine the extent of pollutant dispersion.

3.1 METEORLOGICAL CONDITIONS

The Banning area experiences consistent wind conditions. The average annual wind speed is 5.0 knots. The wind averages 4.5 knots during the winter months and 5.5 knots during the summer months. During June through August, the predominant wind directions are from the west-northwest and typically have the highest average wind speed of 5.5 knots (WRCC, 2007).

The Banning area experiences mild temperatures with an average annual temperature of 76 degrees Fahrenheit (°F). The warmest months are July and August with a mean monthly temperature of 94°F and January is the coldest month with a mean monthly temperature of 37°F (WRCC, 2007).

The Banning area experiences moderate precipitation. Most of the precipitation falls during the winter months of December through March. The average precipitation during this time period is 3.0 inches per month. Throughout the rest of the year, the average precipitation is only 0.7 inches per month. The average annual precipitation is 18 inches (WRCC, 2007).

3.2 CRITERIA POLLUTANTS AND STANDARDS

The NAAQS were established by the USEPA for six pollutants. Criteria pollutants are defined as those pollutants for which the federal and state governments have established ambient air quality standards, or criteria, for outdoor concentrations in order to protect public health. Criteria pollutants cause or contribute to air pollution which could endanger the public health or welfare. The USEPA has described the potential health and welfare effects of these pollutants. It is on the basis of these criteria and the health and welfare objectives that the standards are set or revised.

The six criteria pollutants are ozone (O_3), particulate matter ($PM_{2.5}$ and PM_{10}), nitrogen dioxide (NO_2), carbon monoxide (CO), sulfur dioxide (SO_2), and lead (Pb). Even though ozone is a regulated criteria pollutant, it is not directly emitted from sources. Ozone forms as a result of VOC and NO_x reacting with sunlight in the atmosphere.

The General Conformity Rule addresses the impact of the Proposed Action on the area's attainment of the NAAQS. The NAAQS for the criteria pollutants are shown in Table 3-1.

Air quality is determined by comparing ambient air levels with the appropriate primary or secondary NAAQS for each criteria pollutant. National primary standards establish the level of air quality necessary to allow an adequate margin of safety to protect the public heath. National secondary standards establish the level of air quality necessary to protect the public welfare from any known or anticipated adverse effects of a pollutant.

Table 3-1 National Ambient Air Quality Standards

Pollutant	Averaging Time	Federal Standards	
		Primary	Secondary
Ozone (O_3)	1 Hour	No Standard	Same as Primary Standard
	8 Hour	0.08 ppm (157 µg/m³)	
Respirable Particulate Matter (PM_{10})	24 Hour	150 µg/m³	Same as Primary Standard
	Annual Arithmetic Mean	---	
Fine Particulate Matter ($PM_{2.5}$)	24 Hour	65 µg/m³	Same as Primary Standard
	Annual Arithmetic Mean	15 µg/m³	
Carbon Monoxide (CO)	8 Hour	9 ppm (10 mg/m³)	None
	1 Hour	35 ppm (40 mg/m³)	
Nitrogen Dioxide (NO_2)	Annual Arithmetic Mean	0.053 ppm (100 µg/m³)	Same as Primary Standard
Lead	Average Calendar Quarter	1.5 µg/m³	Same as Primary Standard
Sulfur Dioxide (SO_2)	Annual Arithmetic Mean	0.030 ppm (80 µg/m³)	---
	24 Hour	0.14 ppm (365 µg/m³)	---
	3 Hour	---	0.5 ppm (1300 µg/m³)

Due to a lack of evidence linking health problems to long-term exposure to coarse particle pollution, the U.S. Environmental Protection Agency revoked the former annual PM_{10} standard of 50 µg/m³ in 2006 (effective December 17, 2006). Source: http://epa.gov/air/criteria.html#2

Areas not meeting ambient air quality standards are designated as being in nonattainment for the specific pollutant causing the violation. The CAA Amendments of 1990 (CAAA) further classified O_3, CO, and PM nonattainment areas based on the magnitude of the problem. Depending on the classification (e.g., ozone: marginal, moderate, serious, severe, or extreme), an area must adopt certain air pollution reduction measures. The classification also determines when the area must achieve attainment.

3.2.1 Ozone

Ozone is not emitted directly into the air but is formed through chemical reactions between natural and man-made emissions of VOC and NO_x in the presence of sunlight. Thus, VOC and NO_x are referred to as "precursors" of ozone. The level of ozone in the air depends on the outdoor levels of these organic gases, the radiant energy of the sun, and other weather conditions. The biggest concern with high ozone concentrations is the damage it causes to human health, vegetation and many common materials used everyday. High ozone concentrations can cause shortness of breath, coughing, wheezing, headaches, nausea, eye and throat irritations and lung damage.

3.2.2 Carbon Monoxide

Carbon monoxide is a colorless, odorless and tasteless toxic gas found naturally in trace quantities in the atmosphere and emitted from any form of combustion. At low concentrations,

the central nervous system is affected. At higher concentrations, irritability, headaches, rapid breathing, blurred vision, lack of coordination, nausea and dizziness can all occur. It is especially dangerous indoors when ventilation is inadequate; unconsciousness or death can occur.

3.2.3 Nitrogen Dioxide

Nitrogen dioxide is a reddish-brown to dark brown poisonous gas that produces an irritating odor. It is a byproduct of high combustion sources. Health effects include damage to lungs, bronchial and respiratory system irritation, headaches, nausea, coughing, choking and chest pains.

3.2.4 Sulfur Dioxide

Sulfur dioxide is a colorless gas with a strong suffocating odor. It is a gas resulting from the burning of sulfur-containing fuels. Exposure to SO_2 can irritate the respiratory system including lung and throat irritations and nasal bleeding. In the presence of moisture, SO_2 can form sulfuric acid that can cause damage to vegetation.

3.2.5 Suspended Particulate Matter

There are two categories of particulate matter: particles with diameters less than 10 microns (PM_{10}) and particles with diameters less than 2.5 microns ($PM_{2.5}$). The sources of PM_{10} emissions include industrial and agricultural operations, automobile exhaust, and construction. Sources of fine particles include all types of combustion activities (i.e., motor vehicles, power plants, wood burning) and certain industrial processes. PM_{10} poses a health concern because it can be inhaled into, and accumulate in, the respiratory system. $PM_{2.5}$ is referred to as "fine" particles and is believed to pose the greatest health risks. Because of their small size (approximately 1/30th the average width of a human hair), fine particles can lodge deeply into the lungs.

3.2.6 Lead

Lead is a bluish-white to silvery gray solid. Lead particles can originate from motor vehicle exhaust, industrial smelters and battery plants. Health effects include decreased motor function, reflexes and learning as well as damage to the central nervous system, kidneys and brain. At high levels of exposure, seizures, coma or death may occur.

3.3 AIR QUALITY CONTROL REGION

The State of California is divided into a number of areas designated as air basins. The Proposed Action is located in the Metropolitan Los Angeles Air Quality Control Region, which includes parts of the counties of Los Angeles, San Bernardino, Riverside, Ventura and Santa Barbara. This area is known as Air Quality Control Region 24 (AQCR 24). The air basin is under the jurisdiction of South Coast Air Quality Management District, Ventura County Air Pollution Control District and the Santa Barbara County Air Pollution Control District. Table 3-2 lists the air emissions for the AQCR 24 for 2005.

Table 3-2 2005 Emissions Inventory for AQCR 24 (tons)

CO	VOC	NO_X	SO_X	PM_{10}	$PM_{2.5}$
1,636,843	327,405	411,757	35,478	129,539	52,524

Source: CARB, 2007

3.3.1 Attainment Status

Areas not meeting ambient air quality standards are designated as being in nonattainment for the specific pollutant causing the violation. National standards other than for ozone, particulates and those based on annual averages are not to be exceeded more than once a year. The 8-hour ozone standard is attained when the 3-year average of the 4th highest daily

concentrations is 0.08 ppm or less. The 24-hour PM_{10} standard is attained when the 3-year average of the 99th percentile of monitored concentrations is less than 150 $\mu g/m^3$. The 24-hour $PM_{2.5}$ standard is attained when the 3-year average of 98th percentiles is less than 65 $\mu g/m^3$. Except for the national particulate standards, annual standards are met if the annual average falls below the standard at every site. The national annual particulate standard for PM_{10} is met if the 3-year average falls below the standard at every site. The annual $PM_{2.5}$ standard is met if the 3-year average of annual averages spatially-averaged across officially designed clusters of sites falls below the standard.

3.3.1.1 Ozone

In 1997, the USEPA promulgated the 8-hour ozone standard. On April 15, 2004, USEPA issued the first 8-hour ozone designations. Before that date, ozone attainment designations were determined by the 1-hour ozone standard of 0.12 ppm. The new 8-hour standard became effective 60 days after promulgation (June 15, 2004), while the existing 1-hour standard, for most purposes, remains in effect until USEPA determines an area has air quality meeting the 1-hour standard.

In relation to General Conformity, the proper *de minimis* threshold to use to determine conformity depends upon when the Proposed Action begins. Actions beginning before June 15, 2005 must meet the 1-hour ozone *de minimis* threshold. Actions beginning on or after June 15, 2005 must meet the 8-hour ozone *de minimis* threshold (Personal Communication, 2004). Since the Proposed Action is scheduled to start after June 15, 2005, the 8-hour ozone threshold applies.

According to 40 CFR 81.305, AQCR 24 has been designated as severe-17 nonattainment for the 8-hour ozone standard.

3.3.1.2 Particulate Matter

On January 5, 2005, USEPA issued the first $PM_{2.5}$ designations. Before that date, PM attainment designations were determined by the PM_{10} standard of 150 ug/m^3. The new $PM_{2.5}$ standard became effective 90 days after promulgation on April 5, 2005, while the existing PM_{10} standard, for most purposes, remains in effect until USEPA determines an area has air quality meeting the PM_{10} standard.

In relation to General Conformity, the proper *de minimis* threshold to use to determine conformity depends upon when the Proposed Action Finding of No Significant Impact (FONSI) or Record of Decision (ROD) is signed. Documents signed before April 5, 2006 must meet the PM_{10} *de minimis* threshold. Documents signed on or after April 5, 2006 must meet the $PM_{2.5}$ *de minimis* threshold (Personal Communication, 2005). This criteria does not apply to the proposed Wastewater Treatment Plant Expansion and Phase I Recycled Water System in Banning, which is subject to General Conformity requirements as part of its SRF loan application process.

According to 40 CFR 81.305, AQCR 24 has been designated as nonattainment for $PM_{2.5}$ and as serious nonattainment for PM_{10}.

3.3.1.3 Nitrogen Dioxide

According to 40 CFR 81.305, AQCR 24 has been designated as cannot be classified or better than national standards for NO_2.

3.3.1.4 Sulfur Dioxide

According to 40 CFR 81.305, AQCR 24 has been designated as better than national standards for SO_2.

3.3.1.5 Carbon Monoxide

According to 40 CFR 81.305, AQCR 24 has been designated serious nonattainment for CO.

3.3.1.6 Lead

There is no information concerning lead in 40 CFR 81.305 for any part of California; therefore, the area has been designated as "cannot be classified" for lead.

SECTION 4
ANALYSIS AND RESULTS

This section includes a comprehensive analysis of the resultant emissions from the Proposed Action. The purpose of this analysis is to determine whether the Proposed Action will conform to the SIP as specified in Section 176(c) of the CAA. A positive conformity determination can be demonstrated by determining that the Proposed Action does not increase emissions with respect to the current emissions. A discussion of the overall analytical methodology, emission changes by sources and a conclusion of General Conformity are presented in this chapter. Appendix A contains supporting air pollutant emission calculations.

4.1 CONFORMITY DETERMINATION METHODOLOGY

4.1.1 Analytical Methods

The methodology for the General Conformity analysis for the Proposed Action consisted of the following steps: (1) determine the pollutants of concern based on the attainment status of the air basin; (2) define the scope of the Proposed Action; (3) calculate emissions based on the scope; (4) review net emission changes for *de minimis* threshold levels and regional significance; (5) determine conformity for applicable criteria pollutants.

The emission factors applied in the analysis are based on USEPA guidance. Fugitive dust would be generated from activities associated with site clearing, grading, cut and fill operations, and from vehicular traffic moving over the disturbed site. These emissions would be greatest during the initial site preparation activities and would vary from day to day depending on the construction phase, level of activity, and prevailing weather conditions.

The quantity of uncontrolled fugitive dust emissions from a construction site is proportional to the area of land being worked and the level of construction activity. The USEPA estimates that uncontrolled fugitive dust emissions from ground-disturbing activities would be emitted at a rate of 80 lbs of total suspended particulate (TSP) per acre per day of disturbance (USEPA, 1995). In a USEPA study of air sampling data at a distance of 50 meters downwind from construction activities, PM_{10} emissions from various open dust sources were determined based on the ratio of PM_{10} to TSP sampling data. The average PM_{10} to TSP ratios for top soil removal, aggregate hauling, and cut and fill operations are reported as 0.27, 0.23, and 0.22, respectively (USEPA, 1988). Using 0.24 as the average ratio for purposes of analysis, the emission factor for PM_{10} dust emissions becomes 19.2 lbs per acre per day of disturbance.

The USEPA also assumes that 230 working days are available per year for construction (accounting for weekends, weather, and holidays), and that only half of these working days would result in uncontrolled fugitive dust emissions at the emitted rate described above (USEPA, 1995). The USEPA estimates that the effects of fugitive dust from construction activities would be reduced significantly with an effective watering program. Watering the disturbed area of the construction site twice per day with approximately 3,500 gallons per acre per day would reduce TSP emissions as much as 50 percent (USEPA, 1995).

Specific information describing the types of construction equipment required for a specific task, the hours the equipment is operated, and the operating conditions vary widely from project to project. For purposes of analysis, these parameters were estimated using established cost estimating methodologies for construction and experience with similar types of construction projects (Means, 1996). Combustive emissions from construction equipment exhausts were estimated from USEPA approved emissions factors for heavy duty diesel powered construction equipment (USEPA 1985).

Additional PM emission factors are from the California Air Resources Board (CARB) PM Profile (CARB, 2002) and USEPA estimates for $PM_{2.5}$ (USEPA, 2005).

4.1.2 Pollutants of Concern

The area affected by the Proposed Action is in severe-17 nonattainment for 8-hour ozone as described in Section 3.3.1.1; serious nonattainment for PM_{10} and nonattainment for $PM_{2.5}$ as described in Section 3.3.1.2; and, serious nonattainment for carbon monoxide as described in Section 3.3.1.5. Consequently, direct and indirect emissions of VOC and NO_X (precursors to ozone), as well as CO, PM_{10}, and $PM_{2.5}$, resulting from the Proposed Action are subject to a conformity determination. Thus, the conformity analysis will focus on only these pollutants.

4.1.3 Applicability

As discussed in Section 1.3.1, the Proposed Action conforms for a criteria pollutant if the emissions for that pollutant do not exceed the *de minimis* thresholds specified in the Final Conformity Rule (see Table 1-1). Conversely, if the total direct and indirect emissions of a pollutant exceed its *de minimis* threshold, a formal General Conformity Determination is required for that pollutant.

4.2 CHANGES IN EMISSIONS FROM THE PROPOSED ACTION

The Proposed Action will affect the total amount of emissions from several categories of sources. The analysis includes all sources subject to the change in emission rates, exclusive of any stationary sources that are subject to review and that may require a permit under the New Source Review (NSR) or Prevention of Significant Deterioration (PSD) programs. The emissions associated with the Proposed Action are included in the analysis.

4.2.1 Construction

Emissions from construction activity are considered area emissions, although short-term, while emissions from vehicles supporting construction are considered mobile sources.

4.2.1.1 Methodology

Emission factors from the USEPA were used to estimate construction-related air pollutant emissions. These factors include on-site construction equipment and workers' travel.

Several construction areas are anticipated in support of the Proposed Action. The Banning area has four other past and reasonably foreseeable actions that could occur during the same period as the Proposed Action. The fiscal year (FY) with the greatest emissions was used to present the extreme condition in this analysis.

4.2.1.2 Results

Table 4-1 summarizes the net emission changes anticipated from construction activities. An increase in emissions is logical. The USEPA watering factor for reducing particulate matter emissions has been applied in these calculations.

4.2.2 Summary of Results

Table 4-2 compares the net change in emissions associated with the Proposed Action with de minimis thresholds for AQCR 24 and states whether or not the emissions exceed de minimis or would be regionally significant.

Table 4-1 Change in Construction Emissions Associated with the Proposed Action

	Pollutants Emitted (tons/year)					
	CO	VOC	NO_X	SO_X	PM_{10}	$PM_{2.5}$
Proposed Action Construction						
Expansion of existing WWTP	0.66	0.13	1.61	0.17	3.64	0.62
Installation of 3,500 feet of pipeline	0.00	0.00	0.01	0.00	0.56	0.09
Installation of 5 miles of pipeline	0.01	0.00	0.02	0.00	8.37	1.42
Net Change in Emissions Associated with the Proposed Action:	0.67	0.13	1.65	0.18	12.28	2.09
Cumulative Condition Project Construction						
Lennar Five Bridges*	154.57	19.69	137.18	0.00	6.76	1.15
Mopar Drag City	13.31	2.14	25.95	2.81	12.72	2.16
Sun Lakes (Commercial)	3.42	0.35	3.40	0.36	26.17	4.45
Banning Business Center	6.29	1.15	13.74	1.49	5.88	1.00
Net Change in Emissions from Cumulative Condition Projects	177.59	23.33	180.28	4.65	51.52	8.76

* Unmitigated emissions estimate taken from Table 4.3-8 of the Draft EIR for the Five Bridges Specific Plan (Nov 2006). These emissions are subject to change, and the construction start date for this project is not known at this time.

Table 4-2 Regional Significance Analysis and Comparison to Conformity *De Minimis* Thresholds in AQCR 24

Category	Pollutants Emitted (tons/year)					
	CO	VOC	NO_X	SO_X	PM_{10}	$PM_{2.5}$
Emissions Inventory	1,636,843	327,405	411,757	35,478	129,539	52,524
Project Emissions	**0.67**	**0.13**	**1.65**	**0.18**	**12.28**	**2.09**
Percent Change	**negligible**	**negligible**	**negligible**	**negligible**	**negligible**	**negligible**
de minimis Threshold	100	25	25	NA	70	100
Exceed *de minimis* Threshold?	**No**	**No**	**No**	NA	**No**	**No**
Regionally Significant? (>10%)	**No**	**No**	**No**	NA	**No**	**No**

NA =Not applicable because *de minimis* does not apply since this AQCR is in attainment for this particular pollutant.

Bold indicates pollutants of concern for Conformity Determination

4.3 CONFORMITY DETERMINATION RESULTS

As explained in Section 4.1.3, a conformity determination is required if the total direct and indirect emissions of a pollutant from the Proposed Action exceed the *de minimis* threshold established in the Final Rule. The emissions must be compared to the air quality emissions

inventory of the air basin to determine regional significance of the Proposed Action when the total nonattainment criteria pollutant emissions do not exceed the *de minimis* thresholds. The Proposed Action is considered regionally significant for a particular pollutant if the amount of emissions is greater than 10 percent of the emissions inventory. Regionally significant actions must be further reviewed to determine conformity.

4.3.1 Proposed Action

De Minimis Levels

Table 4-2 summarizes the Proposed Action emissions in AQCR 24 and compares them to the *de minimis* thresholds. As a result of the Proposed Action, there would be an increase in emissions for CO, PM_{10}, $PM_{2.5}$, SO_X, VOC and NO_X. A Proposed Action conforms to the applicable SIP when criteria pollutants do not exceed their respective *de minimis* thresholds of: 100 tons per year (tpy) for CO and $PM_{2.5}$; 70 tpy for PM_{10}; and, 25 tpy for VOC and NO_X. CO, NO_X and PM_{10} emissions do not exceed their respective *de minimis* threshold. A Proposed Action does not conform to the applicable SIP when criteria pollutants exceed their respective *de minimis* thresholds.

Regional Significance

The Proposed Action is not considered to be regionally significant because the CO, PM_{10}, $PM_{2.5}$, SO_X, VOC and NO_X emissions are less than 10 percent of the emissions inventory (see Table 4-2).

4.4 CONCLUSION

The Proposed Action will occur in an area designated as severe-17 nonattainment for 8-hour ozone; serious nonattainment for PM_{10} and nonattainment for $PM_{2.5}$; serious nonattainment for carbon monoxide. Thus, this conformity determination focuses on only the criteria pollutants of CO, PM_{10}, $PM_{2.5}$, VOC and NO_X.

The analysis of direct and indirect emission changes from mobile and stationary sources and reasonably foreseeable and controllable actions for the Proposed Action supports a positive conformity determination.

The total of direct and indirect CO, PM_{10}, and NO_X emissions are below the *de minimis* threshold established for these pollutants (see Table 4-2). Additionally, the emissions of CO, VOC, SO_X, PM_{10}, $PM_{2.5}$ and NO_X would be less than 10 percent of the emissions inventory and, therefore, the action would not be considered regionally significant (see Table 4-2). It has been determined that the Proposed Action positively conforms to the applicable SIP. The City is supporting an activity that has been demonstrated by USEPA standards not to cause or contribute to new violations of any national ambient air quality standard in the affected area, nor would this action increase the frequency or severity of an existing violation. Implementation of the Proposed Action will not delay timely attainment of any standards in AQCR 24, and the action is in compliance or is consistent with all relevant requirements and milestones contained in the applicable SIP. This conclusion of positive General Conformity for the Proposed Action fulfills the City's obligation and responsibility under 40 CFR Part 93, Subpart B.

SECTION 5
REFERENCES

40 Code of Federal Regulations, Part 51 – Requirements for Preparation, Adoption, and Submittal of Implementation Plans. July 2006.

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Estimated Pollutant Emissions from Construction Activities

New Construction or Renovation (N/R) (enter "N" for new, "R" for renovation)	N		
Building Square Footage	16,612.2 ft²	No. Stories	1
Asphalt Area	- ft²	Depth	0 inches
Concrete Area	- ft²	Depth	0 inches
Demolition Building Area	- ft²		
Total Area of Site	9.69	Acres (area disturbed by ground breaking)	
Project Duration	8	Months (ground breaking to completion)	

Construction Emissions

Construction Activity	CO (tons)	VOC (tons)	NO_x (tons)	SO_x (tons)	PM_{10} (tons)	$PM_{2.5}$ (tons)
Site Preparation/Ground Disturbance	0.01	0.00	0.03	0.00	3.54	0.60
New Building Construction	0.65	0.13	1.58	0.17	0.10	0.02
Existing Building Renovation	-	-	-	-	-	-
Building Demolition	-	-	-	-	-	-
Asphalt Paving Operations	-	-	-	-	-	-
Concrete Paving Operations	-	-	-	-	-	-
Total Emissions	0.66	0.13	1.61	0.17	3.64	0.62

Expansion of existing WWTP

Estimated Pollutant Emissions from Construction Activities

New Construction or Renovation (N/R) (enter "N" for new, "R" for renovation)	N		
Building Square Footage	- ft²	No. Stories	0
Asphalt Area	- ft²	Depth	0 inches
Concrete Area	- ft²	Depth	0 inches
Demolition Building Area	- ft²		
Total Area of Site	2.01	Acres (area disturbed by ground breaking)	
Project Duration	3	Months (ground breaking to completion)	

Construction Emissions

Construction Activity	CO (tons)	VOC (tons)	NO_x (tons)	SO_x (tons)	PM_{10} (tons)	$PM_{2.5}$ (tons)
Site Preparation/Ground Disturbance	0.00	0.00	0.01	0.00	0.28	0.05
New Building Construction	-	-	-	-	-	-
Existing Building Renovation	-	-	-	-	-	-
Building Demolition	-	-	-	-	-	-
Asphalt Paving Operations	-	-	-	-	-	-
Concrete Paving Operations	-	-	-	-	-	-
Total Emissions	0.00	0.00	0.01	0.00	0.28	0.05

Installation of 3,500 feet of pipeline

Estimated Pollutant Emissions from Construction Activities

New Construction or Renovation (N/R) (enter "N" for new, "R" for renovation)	N		
Building Square Footage	- ft²	No. Stories	0
Asphalt Area	- ft²	Depth	0 inches
Concrete Area	- ft²	Depth	0 inches
Demolition Building Area	- ft²		
Total Area of Site	15.16	Acres (area disturbed by ground breaking)	
Project Duration	34	Months (ground breaking to completion)	

Construction Emissions

Construction Activity	CO (tons)	VOC (tons)	NO_x (tons)	SO_x (tons)	PM_{10} (tons)	$PM_{2.5}$ (tons)
Site Preparation/Ground Disturbance	0.02	0.01	0.05	0.01	15.73	2.64
New Building Construction	-	-	-	-	-	-
Existing Building Renovation	-	-	-	-	-	-
Building Demolition	-	-	-	-	-	-
Asphalt Paving Operations	-	-	-	-	-	-
Concrete Paving Operations	-	-	-	-	-	-
Total Emissions	**0.02**	**0.01**	**0.05**	**0.01**	**15.73**	**2.64**

Installation of 5 miles of pipeline

Breakdown Summary	CO (tons)	VOC (tons)	NO_x (tons)	SO_x (tons)	PM_{10} (tons)	$PM_{2.5}$ (tons)
Expansion of existing WWTP	0.66	0.13	1.61	0.17	3.64	0.62
Installation of 3,500 feet of pipeline	0.00	0.00	0.01	0.00	0.28	0.05
Installation of 5 miles of pipeline	0.01	0.00	0.02	0.00	8.37	1.42
Construction Totals:	**0.67**	**0.13**	**1.65**	**0.18**	**12.28**	**2.09**

Cumulative Condition	CO (tons)	VOC (tons)	NO_x (tons)	SO_x (tons)	PM_{10} (tons)	$PM_{2.5}$ (tons)
FY08	177.89	23.33	180.28	4.65	51.52	8.76
Totals:	**177.89**	**23.33**	**180.28**	**4.65**	**51.52**	**8.76**

Estimated Pollutant Emissions from Construction Activities

New Construction or Renovation (N/R) (enter "N" for new, "R" for renovation)	N				
Building Square Footage	5,255.0 ft²	No. Stories	1		
Asphalt Area	594,000.0 ft²	Depth	2	inches	
Concrete Area	594,000.0 ft²	Depth	5	inches	
Demolition Building Area	- ft²				
Total Area of Site	8.00	Acres (area disturbed by ground breaking)			
Project Duration	12	Months (ground breaking to completion)			

Construction Emissions

Construction Activity	CO (tons)	VOC (tons)	NO_x (tons)	SO_x (tons)	PM_{10} (tons)	$PM_{2.5}$ (tons)
Site Preparation/Ground Disturbance	0.01	0.00	0.03	0.00	4.42	0.75
New Building Construction	0.21	0.04	0.50	0.05	0.03	0.01
Existing Building Renovation	-	-	-	-	-	-
Building Demolition	-	-	-	-	-	-
Asphalt Paving Operations	0.77	0.04	0.19	0.02	0.01	0.00
Concrete Paving Operations	4.28	0.75	10.03	1.09	0.62	0.11
Total Emissions	**5.27**	**0.83**	**10.74**	**1.17**	**5.09**	**0.86**

Mopar Drag City (a)

Estimated Pollutant Emissions from Construction Activities

New Construction or Renovation (N/R) (enter "N" for new, "R" for renovation)	N				
Building Square Footage	158,400.0 ft²	No. Stories	3		
Asphalt Area	316,800.0 ft²	Depth	10	inches	
Concrete Area	- ft²	Depth	0	inches	
Demolition Building Area	- ft²				
Total Area of Site	12.00	Acres (area disturbed by ground breaking)			
Project Duration	12	Months (ground breaking to completion)			

Construction Emissions

Construction Activity	CO (tons)	VOC (tons)	NO_x (tons)	SO_x (tons)	PM_{10} (tons)	$PM_{2.5}$ (tons)
Site Preparation/Ground Disturbance	0.01	0.00	0.04	0.00	6.63	1.13
New Building Construction	5.97	1.20	14.66	1.59	0.97	0.16
Existing Building Renovation	-	-	-	-	-	-
Building Demolition	-	-	-	-	-	-
Asphalt Paving Operations	2.06	0.10	0.49	0.05	0.03	0.01
Concrete Paving Operations	-	-	-	-	-	-
Total Emissions	**8.04**	**1.31**	**15.21**	**1.64**	**7.63**	**1.30**

Mopar Drag City (a)

Estimated Pollutant Emissions from Construction Activities

New Construction or Renovation (N/R) (enter "N" for new, "R" for renovation)	N		
Building Square Footage	91,000.0 ft²	No. Stories	2
Asphalt Area	1,730,640.0 ft²	Depth	6 inches
Concrete Area	- ft²	Depth	0 inches
Demolition Building Area	- ft²		
Total Area of Site	47.00	Acres (area disturbed by ground breaking)	
Project Duration	36	Months (ground breaking to completion)	

Construction Emissions

Construction Activity	CO (tons)	VOC (tons)	NO_x (tons)	SO_x (tons)	PM_{10} (tons)	$PM_{2.5}$ (tons)
Site Preparation/Ground Disturbance	0.05	0.02	0.15	0.02	77.84	13.23
New Building Construction	3.43	0.69	8.43	0.91	0.56	0.09
Existing Building Renovation	-	-	-	-	-	-
Building Demolition	-	-	-	-	-	-
Asphalt Paving Operations	6.77	0.34	1.62	0.15	0.11	0.02
Concrete Paving Operations	-	-	-	-	-	-
Total Emissions	**10.25**	**1.05**	**10.21**	**1.08**	**78.51**	**13.35**

Sun Lakes (Commercial)

Estimated Pollutant Emissions from Construction Activities

New Construction or Renovation (N/R) (enter "N" for new, "R" for renovation)	N		
Building Square Footage	149,000 ft²	No. Stories	2
Asphalt Area	200,000.0 ft²	Depth	6 inches
Concrete Area	- ft²	Depth	0 inches
Demolition Building Area	- ft²		
Total Area of Site	9.00	Acres (area disturbed by ground breaking)	
Project Duration	12	Months (ground breaking to completion)	

Construction Emissions

Construction Activity	CO (tons)	VOC (tons)	NO_x (tons)	SO_x (tons)	PM_{10} (tons)	$PM_{2.5}$ (tons)
Site Preparation/Ground Disturbance	0.01	0.00	0.03	0.00	4.97	0.84
New Building Construction	5.50	1.11	13.53	1.47	0.89	0.15
Existing Building Renovation	-	-	-	-	-	-
Building Demolition	-	-	-	-	-	-
Asphalt Paving Operations	0.78	0.04	0.19	0.02	0.01	0.00
Concrete Paving Operations	-	-	-	-	-	-
Total Emissions	**6.29**	**1.15**	**13.74**	**1.49**	**5.88**	**1.00**

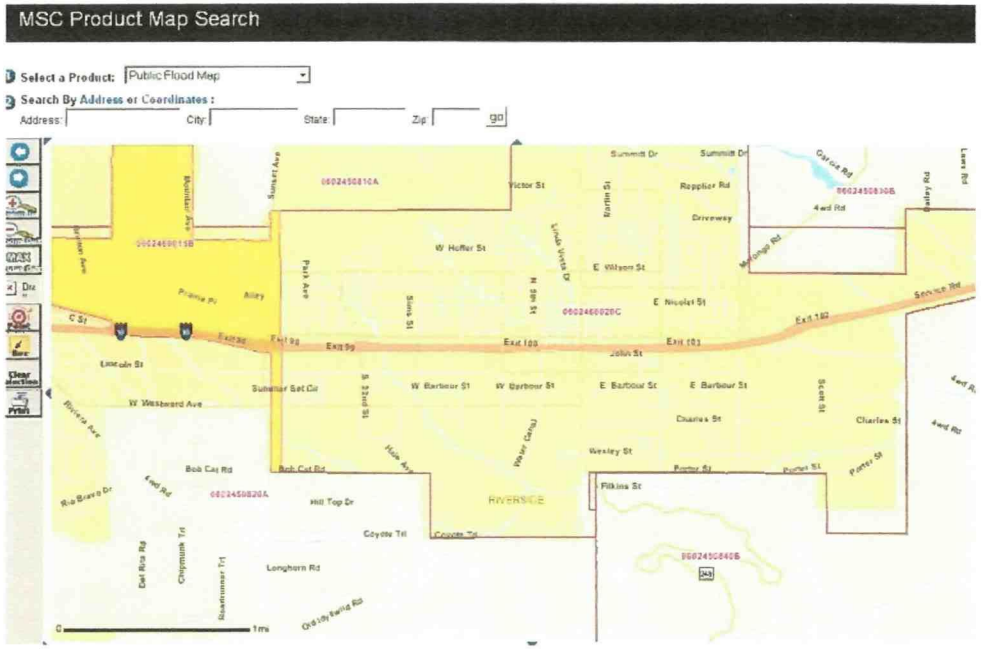
Banning Business Center

Breakdown Summary	CO (tons)	VOC (tons)	NO_x (tons)	SO_x (tons)	PM_{10} (tons)	$PM_{2.5}$ (tons)	CY
Lennar Five Bridges	154.57	19.69	137.18	0.00	5.76	1.15	08
Mopar Drag City (a)	5.27	0.83	10.74	1.17	5.09	0.86	08
Mopar Drag City (b)	8.04	1.31	15.21	1.64	7.63	1.30	08
Sun Lakes (Commercial)	3.42	0.35	3.40	0.36	26.17	4.45	08
Banning Business Center	6.29	1.15	13.74	1.49	5.88	1.00	07
Construction Totals:	**177.59**	**23.33**	**180.28**	**4.65**	**51.52**	**8.76**	

FY Summary	CO (tons)	VOC (tons)	NO_x (tons)	SO_x (tons)	PM_{10} (tons)	$PM_{2.5}$ (tons)
FY08	171.30	22.18	166.54	3.17	45.65	7.76
Totals:	**177.59**	**23.33**	**180.28**	**4.65**	**51.52**	**8.76**

APPENDIX B

FEMA Flood Zone Maps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ZONE A
ZONE C
ZONE B
ZONE A7
ZONE A8
BANNING AIRPORT
CORPORATE LIMITS
NATIONAL FLOOD INSURANCE PROGRAM
FIRM
FLOOD INSURANCE RATE MAP
CITY OF
BANNING, CALIFORNIA
RIVERSIDE COUNTY
PANEL 20 OF 20
COMMUNITY-PANEL NUMBER
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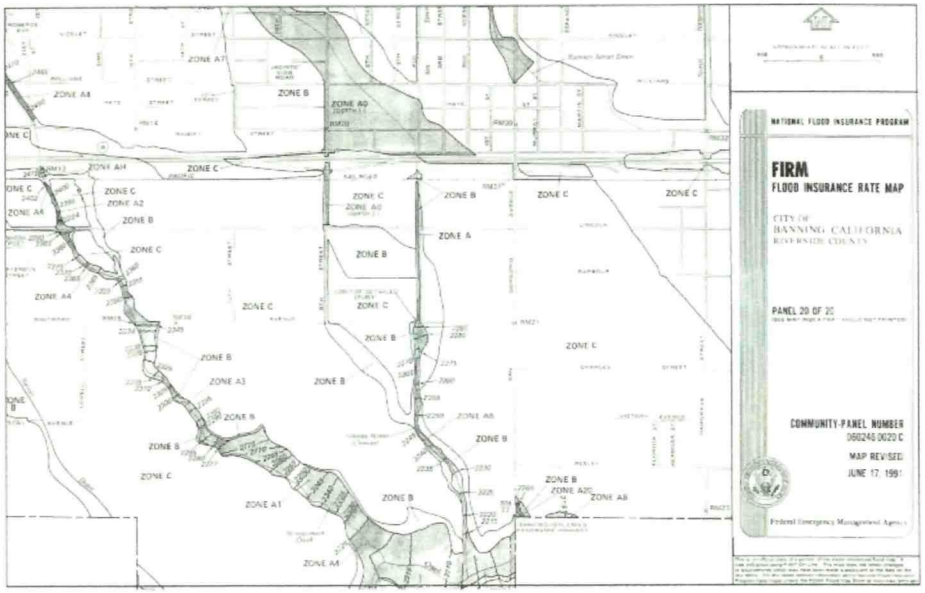
MAP REVISED
JUNE 17, 1991
Federal Emergency Management Agency


NATIONAL FLOOD INSURANCE PROGRAM
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FLOOD INSURANCE RATE MAP
CITY OF
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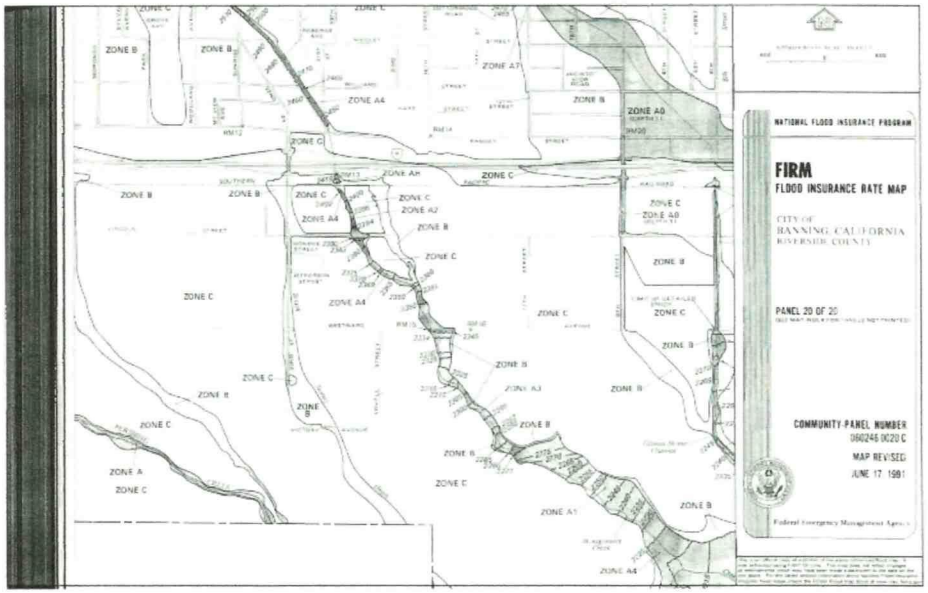
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RIVERSIDE COUNTY
PANEL 20 OF 20
COMMUNITY-PANEL NUMBER
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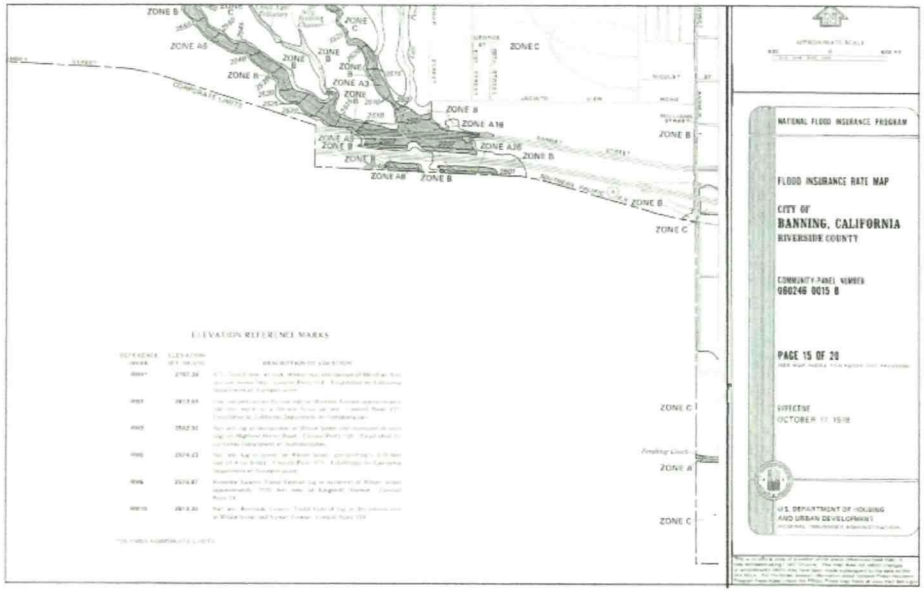
MAP REVISED
JUNE 17, 1991
Federal Emergency Management Agency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ZONE A3
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ZONE A
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FLOOD INSURANCE RATE MAP
CITY OF
BANNING, CALIFORNIA
RIVERSIDE COUNTY
COMMUNITY-PANEL NUMBER
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PAGE 15 OF 20
EFFECTIVE
OCTOBER 17, 1978
U.S. DEPARTMENT OF HOUSING
AND URBAN DEVELOPMENT


ZONE A
ZONE C
NATIONAL FLOOD INSURANCE PROGRAM
FIRM
FLOOD INSURANCE RATE MAP
RIVERSIDE COUNTY,
CALIFORNIA
(UNINCORPORATED AREAS)
PANEL 820 OF 3600
COMMUNITY-PANEL NUMBER
060245 0820 A
EFFECTIVE DATE
APRIL 15, 1980
U.S. DEPARTMENT OF HOUSING
AND URBAN DEVELOPMENT

APPENDIX C

Cultural Resources Survey Report

IDENTIFICATION AND EVALUATION OF HISTORIC PROPERTIES

BANNING WASTEWATER TREATMENT PLANT EXPANSION AND RECYCLED WATER SYSTEM

City of Banning
Riverside County, California

For Submittal to:

City of Banning
Water/Wastewater Utilities Department
176 E. Lincoln Street
Banning, CA 92220

Prepared for:

Rosemarie Crisologo
Parsons Water and Infrastructure, Inc.
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Pasadena, CA 92324

Prepared by:

CRM TECH
1016 E. Cooley Drive, Suites A-B
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Bai "Tom" Tang, Principal Investigator
Michael Hogan, Principal Investigator

July 20, 2007
CRM TECH Contract No. 2083

NATIONAL ARCHAEOLOGICAL DATABASE INFORMATION

Author(s): Bai "Tom" Tang, Principal Investigator/Historian
Josh Smallwood, Archaeologist/Report Writer
Melissa Hernandez, Archaeologist/Native American Liaison

Consulting Firm: CRM TECH
1016 E. Cooley Drive, Suites A-B
Colton, CA 92324
(909) 824-6400

Date: July 20, 2007

Title: Identification and Evaluation of Historic Properties: Wastewater Treatment Plant Expansion and Recycled Water System, City of Banning, Riverside County, California

For Submittal to: City of Banning
Water/Wastewater Utilities Department
176 E. Lincoln Street
Banning, CA 92220
(951) 849-3273

Prepared for: Rosemarie Crisologo
Parsons Water and Infrastructure Inc.
100 W. Walnut Street, Suite B4
Pasadena, CA 91124
(626) 440-6048

USGS Quadrangle: Beaumont and Cabazon, Calif., 7.5' quadrangles (various sections of T3S R1E, San Bernardino Base Meridian)

Project Size: Approximately 16 acres and 28,500 linear feet

Keywords: City of Banning, Riverside County; historical/archaeological resources survey; Site 33-16207 (rural historical landscape); Site 33-16208/CA-RIV-8364 (early 20th century refuse deposit); testing recommended at Site 33-16208

MANAGEMENT SUMMARY

In June and July 2007, CRM TECH performed a cultural resources study on the Area of Potential Effects (APE) of a proposed wastewater treatment plant expansion and recycled water distribution system in the City of Banning, Riverside County, California. The undertaking involves the construction of additional wastewater treatment facilities on a 16-acre tract of undeveloped land and approximately 28,500 linear feet of water conveyance pipelines. The APE lies to the south of the city's downtown area, in Sections 7-10, 14, 15, and 18 of T3S R1E, San Bernardino Base Meridian. The study is a part of the environmental review process for the proposed undertaking, as required by the City of Banning in compliance with Section 106 of the National Historic Preservation Act and the California Environmental Quality Act (CEQA).

The purpose of the study is to provide the City of Banning with the necessary information and analysis to determine whether the proposed undertaking would have any effects on historical/archaeological resources that may exist in or near the APE, as mandated by Section 106 and CEQA. In order to accomplish the objective of the study, CRM TECH conducted a historical/archaeological resources records search, pursued historical background research, contacted Native American representatives, and carried out a systematic field survey.

As a result of these research procedures, two previously unrecorded historic-period sites, 33-16207 and 33-16208 (CA-RIV-8364), were identified within the APE. Site 33-16207 consists of a group of rural historic landscape features of unknown age, such as olive trees, a fence, and remnants of an irrigation system. Although the site is located on land once owned by Walter Hathaway, a prominent local merchant around the turn of the 20th century and the first mayor of Banning, there is no evidence that these features are closely associated with Hathaway and the prominent role he played in the early history of Banning, nor do they demonstrate any other notable historical/archaeological merits. In fact, historical sources suggest that at least some of the features likely post-date Hathaway's association with the property. Therefore, Site 33-16207 does not appear to qualify as a "historic property," as defined by Section 106, or a "historical resource," as defined by CEQA.

Site 33-16208 is a refuse deposit containing an abundance of temporally and morphologically diagnostic consumer items from the 1920s-1930s, which may provide valuable information on the consumer practices of local households at the time. There may be a subsurface component to the site, as it was observed that many of the artifacts found on the surface were partly buried. While the 1920s-1930s may not be considered a particularly early period in local history, it was a time of accelerated growth and dramatic change in Banning and the entire United States. To date, very few similar sites, with a good level of integrity and a variety of household consumer refuse items dating to the early 20th century, have been recorded in the City of Banning.

Based on these considerations, Site 33-16208 may have the potential to yield important archaeological data for the study of local history with regard to consumerism and the lifestyle of early-20th century agriculturalists in this portion of inland southern California, but that potential cannot be ascertained without further archaeological investigation. In order to determine the significance of the site and its qualification as a "historic property"/"historical resource," CRM TECH recommends that an archaeological testing and evaluation program be implemented on the site. Further recommendations regarding the final treatment of the site will be formulated and presented on the basis of the results of the testing and evaluation program.

No further cultural resources investigation is recommended for the balance of the APE unless project plans undergo such changes as to include areas not covered by this study. However, if buried cultural materials are encountered during construction anywhere within the APE, all work in that area should be halted or diverted until a qualified archaeologist can evaluate the nature and significance of the finds.

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INTRODUCTION

In June and July 2007, CRM TECH performed a cultural resources study on the Area of Potential Effects (APE) of a proposed wastewater treatment plant expansion and recycled water distribution system in the City of Banning, Riverside County, California (Fig. 1). The undertaking involves the construction of additional wastewater treatment facilities on a 16-acre tract of undeveloped land and approximately 28,500 linear feet of water conveyance pipelines. The APE lies to the south of the city's downtown area, in Sections 7-10, 14, 15, and 18 of T3S R1E, San Bernardino Base Meridian (Fig. 2). The study is a part of the environmental review process for the proposed undertaking as required by the City of Banning in compliance with Section 106 of the National Historic Preservation Act and the California Environmental Quality Act (CEQA).

CRM TECH performed the current study to provide the City of Banning with the necessary information and analysis to determine whether the proposed undertaking would have any effects on historical/archaeological resources that may exist in or near the APE, as mandated by Section 106 and CEQA. In order to accomplish the objective of the study, CRM TECH conducted a historical/ archaeological resources records search, pursued historical background research on the APE, contacted representatives of local Native American groups, and carried out a systematic field survey. The following report is a complete account of the methods and results of the various avenues of research, and the final conclusion of the study.

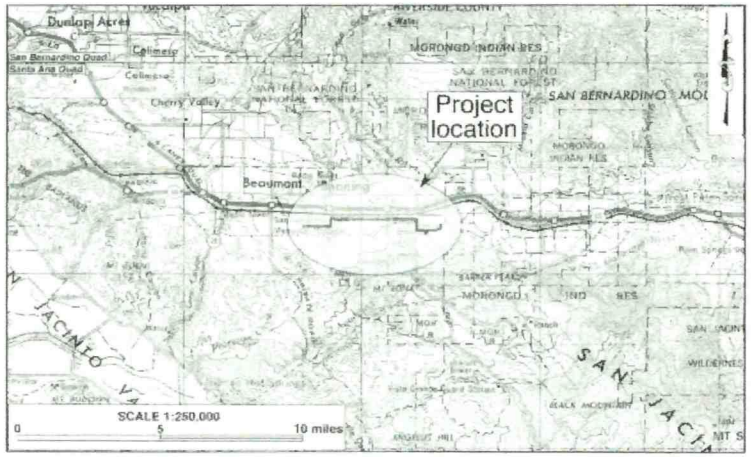

Figure 1. Project vicinity. (Based on USGS San Bernardino and Santa Ana, Calif., 1:250,000 quadrangles [USGS 1969; 1979])

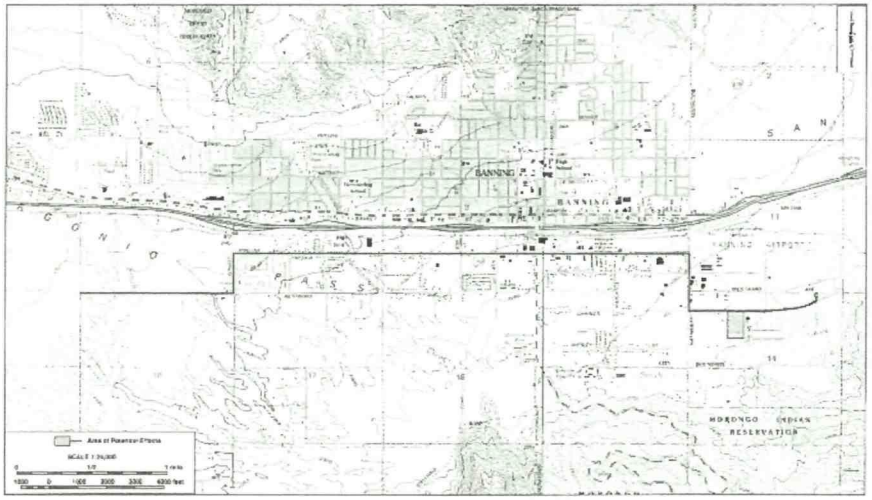

Figure 2. Area of Potential Effects. (Based on USGS Beaumont and Calimesa, Calif., 1:24,000 quadrangles [USGS 1996a; 1996b])

AREA OF POTENTIAL EFFECTS

According to 36 CFR 800.2(d), the Area of Potential Effects is "the geographic area or areas within which an undertaking may directly or indirectly cause alterations in the character or use of historic properties, if any such properties exist." For the current undertaking, the APE consists of a 16-acre tract of undeveloped land designated for the expansion of the Banning Wastewater Treatment Plant (WWTP) and approximately 28,500 linear feet of pipeline rights-of-way, which measures approximately five feet in width. Table 1 provides further description of the various components of the undertaking and their locations (cf. Fig. 2).

Table 1. Description of the Undertaking

Project Component	Description
Wastewater treatment plant expansion	Construction of additional wastewater treatment facilities on an approximately 16-acre tract of undeveloped land located to the west of the existing Banning WWTP and south of Charles Street.
Pipeline to Well R1	Retrofitting the existing Well R1 located to the east of the WWTP and installing approximately 3,500 linear feet of pipeline from Well R1 to the WWTP expansion site
Recycled water pipeline	Installation of approximately 25,000 linear feet of recycled water pipeline beginning at the existing WWTP, west along Charles Street, north along Hathaway Street, west along Lincoln Street, south along Sunset Avenue, west along an unpaved City access road (an extension of Westward Avenue), to a point of connection at the Sun Lakes housing development.

SETTING

CURRENT NATURAL SETTING

The City of Banning is situated just west of the San Gorgonio Pass, and near the southern foothills of the San Jacinto and San Bernardino Mountains. The San Gorgonio Pass, an east-west trending corridor between the two mountain ranges, is an important connection between southern California's coastal regions and the vast Colorado Desert, with Interstate 10 serving as the main transportation route through the pass. The APE is located to the south of Interstate 10 and extends east-west across both undeveloped and developed areas in the southern portion of the Banning city limits. Elevations along the project route range between approximately 2,080 feet to 2,500 feet above mean sea level. Descriptions of each portion of the APE are presented below.

- **Recycled water pipeline:** Most of the APE lies along the route of the proposed recycled water pipeline, and much of the pipeline route is situated within the existing rights-of-way of various public roads. The route passes through residential, commercial, and light industrial use zones found along Sunset Avenue and Lincoln, Hathaway, and Charles Streets (Fig. 3). The western end of the pipeline route follows an existing gravel-topped access road across undeveloped land to the Sun Lakes housing development (Fig. 3). This portion of the APE is a utility corridor that has been graded smooth along most of its course, and used for both above- and below-ground utilities, including a petroleum pipeline, a fiber optic cable, sewer, and a power transmission line.

- **Banning WWTP expansion:** The 16-acre tract proposed for the expansion of the Banning WWTP is undeveloped and relatively level (Fig. 3). A paved road traverses near its western boundary and serves as the driveway to the Banning Animal Shelter located to the south of the existing WWTP. The 16-acre tract is a portion of Assessor's Parcel No. 532-180-038. Vegetation on the property appears to be controlled by periodic grubbing or mowing, as most of the surface is bare (Fig. 3). A row of olive trees and concrete standpipes line a fence along the western edge of the property.
- **Pipeline to Well R1:** Well R1 is located at the eastern end of the APE and is accessed through an extension of Charles Street from the existing Banning WWTP. The westernmost 600 feet of the proposed pipeline route is along paved road, while the balance is along a dirt service road that leads to the well (Fig. 3).

CULTURAL SETTING

Ethnohistoric Context

The San Gorgonio Pass area has long been a major crossing and intersecting point for Native American tribes in the surrounding regions. It is generally considered to be the

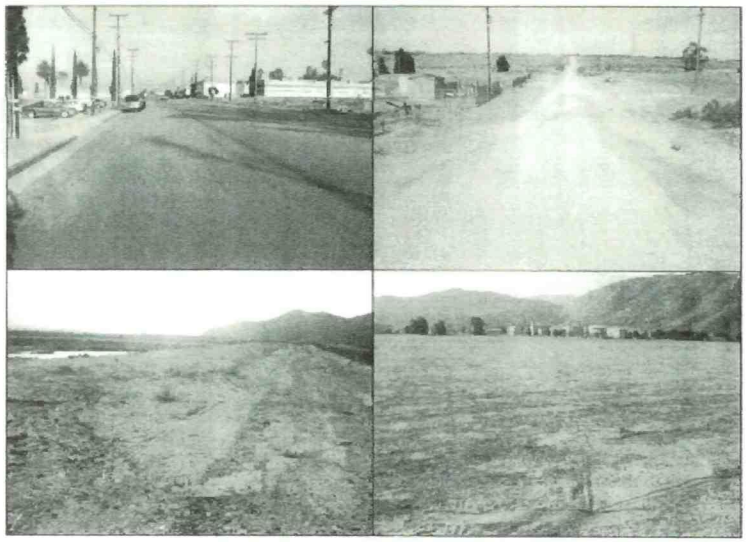

Figure 3. Overview of the current natural setting of the APE. *Clockwise from upper left:* view east along Lincoln Street; view west along utility corridor; view southeast across the 16-acre lot toward existing WWTP facility; view east along dirt access road to Well R1. (Photos taken on July 6 and 9, 2007)

traditional territory of the Pass Cahuilla Indians, but was probably visited and used by members of the Serrano Indians as well. The Pass Cahuilla are one of the three subgroups—as defined by modern anthropologists—of the Cahuilla, who have occupied the central portion of what is now Riverside County for many centuries. The homeland of the Serrano is centered at the San Bernardino Mountains, but also includes the southern rim of the Mojave Desert, extending from today's Victorville eastward to Twentynine Palms, and may include areas as far south as the present-day March Air Reserve Base.

Modern anthropological literature suggests that the Cahuilla and Serrano societies were similar in many respects. Both groups were primarily gatherers and hunters, and occasional fishers. Both were organized by lineages and clans that were affiliated with one of two exogamous moieties. These different lineages, clans, and moieties interacted with the others through trade, ceremonies and intermarriage.

Although contact with Europeans may have occurred as early as 1771 or 1772, Spanish influence on the Cahuilla and Serrano societies was negligible until the 1800s. Beginning in the early 19th century, the increased Spanish—and later Euroamerican—presence and active involvement in the area brought significant impacts to Indian populations and their lifeways. In particular, the native population was decimated during the 19th century as a result of the exposure to European diseases, most notably smallpox, for which the Native peoples had no immunity. Today, the nearest Native American group to the project location is the Morongo Band of Mission Indians, which includes members of both Cahuilla and Serrano descent.

Historic Context

Dating back to ancient times, the San Gorgonio Pass area was always known as the nexus for cross-desert travels. Most notable among early roads through the pass was the Cocomaricopa Trail, a Native American trading route connecting coastal southern California to areas along the Colorado River. In 1862, the Cocomaricopa Trail was "discovered" by William David Bradshaw, and became known as the Bradshaw Trail. For the next decade and a half, it served as the main thoroughfare between the Los Angeles area and gold mines near present-day Ehrenberg, Arizona, until the completion of the Southern Pacific Railway in 1876-1877 brought an end to its heyday.

During much of the Spanish and Mexican periods in California history, the project vicinity was generally considered a part of Rancho San Gorgonio, the most remote of the 24 principal cattle ranches under the control of Mission San Gabriel (Gunther 1984:458). Around 1845, after secularization of the mission system, Powell "Paulino" Weaver and Isaac "Julian" Williams petitioned the Mexican authorities for a land grant of the 48,400-acre rancho, which stretched from Yucaipa to the eastern edge of the San Gorgonio Pass (Security-First National Bank of Los Angeles 1955; Eyer 1984:4). Although the grant was never issued, Weaver and Williams took possession of the land under assumed ownership (Gunther 1984:459).

Within the present-day City of Banning, the earliest non-Native settlements were the adobe houses built by Isaac W. Smith and José Pope in 1854, after both had secured partial interests in Rancho San Gorgonio (Eyer 1984:5; Jennings et al. 1993:46-47). Pope's house, at what is now the Gilman Ranch, served as a stage station on the Bradshaw Trail under the

later owners of the property, Newton Noble and James M. Gilman (Jennings et al. 1993:46). Smith's ranch, also known to have been a stage stop, later became the site of the Highland Springs Resort (*ibid.*:47).

The railroad came through in 1876, as mentioned above, facilitating population growth and the need for services and amenities. At the time, Banning was called Moore City, after the town's principal landowner, Ransom B. Moore (*Press-Enterprise* 1968; Gunther 1984:40). The area was renamed after Phineas Banning, a Los Angeles-based freight wagon operator and San Gorgonio Pass area sheep rancher around 1877 and a townsite was officially established in 1884 (Gunther 1984:41).

Even with increased development, land ownership was tenuous. Railroad land grants issued to the Southern Pacific and the creation of the Portrero Indian Reservation left the area a checkerboard of claims by the railroad, Native Americans, and early settlers. The matter was finally resolved with federal approval in 1891. Indian land was consolidated as the Morongo Reservation, the railroads received an east-west swath, and displaced settlers were retitled with other parcels (Hughes 1938:29).

Construction in town near the turn of the century included the Bryant House in 1885, later called the San Gorgonio Inn (Eyer 1984:13), and St. Boniface Indian School, built in 1889 on 80 acres purchased by the Bureau of Catholic Indian Missions (Hughes 1938:6). In 1911, two years before the city's incorporation, the Banning Sanitarium opened, marking the beginning of the city's efforts to market the health benefits of the region's dry climate. The campaign extended well into the 1940s with claims that "the nation's best physicians annually send scores of people here to get relief from asthma, bronchial and lung trouble [while] others have learned of the health advantages and charm of Banning through letters from people who have moved here" (Banning Chamber of Commerce 1948; Eyer 1984:13).

The Metropolitan Water District provided a considerable economic and population boost when, in 1930, it chose Banning to set up headquarters for the tunneling operations through the San Jacinto Mountains, a part of the massive Colorado River Aqueduct project. Growth in the city slowed considerably during World War II, but rebounded afterward.

In the meantime, more and more resort and tourist traffic found its way to the Palm Springs area, further to the east. Coupled with the completion of the State Highway 60 bypass in 1962, Banning underwent significant changes in its economic base and population makeup, with a large increase in "unskilled labor, mostly minorities," residents who could find work in hotels and resorts of the Palm Springs area, but could not afford to live there (*Press-Enterprise* 1977). The city, like nearby Beaumont, also supported a large retirement community (*ibid.*).

Banning's economy today is largely geared to travelers on Interstate 10, with many residents finding employment in retail and other consumer services. Although considerably expanded, the city's commercial center remains the same as in the 1920s, along the blocks running east-west on Ramsey Street (City of Banning 1978:4). To a large extent, it is a reflection of the community's strong desire to preserve its traditional town center and prevent the fate that befell numerous other downtown commercial districts throughout the U.S. during the era of rapid urban expansion and suburbanization in the decades immediately following World War II.

RESEARCH METHODS

RECORDS SEARCH

On June 11, 2007, CRM TECH archaeologist Nina Gallardo (see App. 1 for qualifications) completed the records search at the Eastern Information Center (EIC), located at the University of California, Riverside. During the records search, Gallardo examined maps and records on file at the EIC for previously identified cultural resources within or near the APE, and existing cultural resources reports pertaining to the project vicinity. Previously identified cultural resources include properties designated as California Historical Landmarks, Points of Historical Interest, or Riverside County Landmarks, as well as those listed in the National Register of Historic Places, the California Register of Historical Resources, or the California Historical Resource Information System. The results of the records search are presented below.

HISTORICAL BACKGROUND RESEARCH

Terri Jacquemain, CRM TECH historian (see App. 1 for qualifications), conducted the historical background research on the basis of published literature in local history, archival records of the County of Riverside, and historic maps of the Banning area. Among maps consulted for this study were the U.S. General Land Office's (GLO) land survey plat maps dated 1856-1880, and the U.S. Geological Survey's (USGS) topographic maps dated 1901-1956. These maps are collected at the Science Library of the University of California, Riverside, and the California Desert District of the U.S. Bureau of Land Management, located in Moreno Valley.

NATIVE AMERICAN PARTICIPATION

As part of the research procedures, CRM TECH contacted the State of California's Native American Heritage Commission on June 11, 2007, to request a records search in the commission's sacred lands file. Following the commission's recommendations, CRM TECH further contacted eight Native American representatives in the region in writing on June 13 to solicit local Native American input regarding any possible cultural resources concerns over the proposed project. The correspondences between CRM TECH and the Native American representatives are attached to this report in Appendix 2.

FIELD SURVEY

On July 6 and 9, 2007, CRM TECH archaeologists Josh Smallwood and Nina Gallardo (see App. 1 for qualifications) carried out the field survey of the APE. Smallwood and Gallardo conducted an intensive-level, on-foot inspection of the WWTP expansion site by walking parallel transects spaced 15 meters (approx. 50 feet) apart. The pipeline route to the existing Well R1 and the western portion of the recycled water pipeline route, which traverse across undeveloped land, were also surveyed at an intensive level. The survey of these two areas covered a maximum width of 30 meters (approx. 90 feet), 15 meters on each side of the centerline of the access roads.

The remainder of the APE, lying within the rights-of-way of paved streets, was surveyed at a reconnaissance level mainly by driving along the project route. In this way, the entire

APE was examined systematically for any evidence of human activities dating to the prehistoric or historic periods (i.e., 50 years ago or older). Visibility of the native ground surface ranged between poor (0-20%) along paved or gravel roads and excellent (80-100%) in recently graded, grubbed, or mowed areas.

RESULTS AND FINDINGS

RECORDS SEARCH

According to records on file at the EIC, portions of the APE had been previously surveyed for cultural resources (Figs. 4a, 4b), and two historic-period sites, CA-RIV-7544H and 33-13778, were identified partially across the APE. The boundaries of Site CA-RIV-7544H covers a large area, nearly one mile long and a half-mile wide, encompassing a total of 34 erosion control and water catchment features. These features were located along drainages and erosion channels, and probably served to divert and catch rainwater and prevent erosion of the pasturelands (Messick and Dice 2004). Site 33-13778 was recorded as a large farm/ranching complex comprising five structural foundations and three existing buildings that may have once been part of an early 20th century ranch (Taniguchi and Dice 2004).

During a 2004 study, both of these sites were evaluated against the criteria for listing in the National Register of Historic Places and the California Register of Historical Resources, as established under the provisions of Section 106 and CEQA. Both were found not to be eligible as they failed to meet any of the criteria, and for the lack of historic integrity (Taniguchi and Dice 2004:1-3; Messick and Dice 2004:2-4).

Within a one-mile radius of the APE, as many as 19 cultural resources studies have been carried out on various parcels of land and linear features (Figs. 4a, 4b). As a result of these and other studies, a total of 222 sites and three isolated finds were identified within the scope of the records search (Table 1). These included 11 prehistoric—i.e., Native American—sites, three of which also had historic-period components, 12 historic-period sites, and 199 historic-era buildings, groups of buildings, or other built-environment features. The isolates were fragments of glass from historic-period bottles.

The prehistoric resources were recorded as sites containing bedrock milling features, groundstone pieces, and chipped stone tools and debitage. The historic-period sites included scattered refuse, structural ruins, water conveyance and divergence systems, remains of a mining operation, two electrical substations, a segment of the former Southern Pacific Railway (now a part of the Union Pacific system), and the Gilman Ranch. As for the historic-era buildings, dates of construction ranged between ca. 1884 and 1961. A number of the buildings and structural ruins found within the scope of the records search were recorded along the north and south sides of Lincoln Street, the main route of the recycled water pipeline.

NATIVE AMERICAN PARTICIPATION

In response to CRM TECH's inquiry, the Native American Heritage Commission reported that the sacred lands record search identified no Native American cultural resources in the

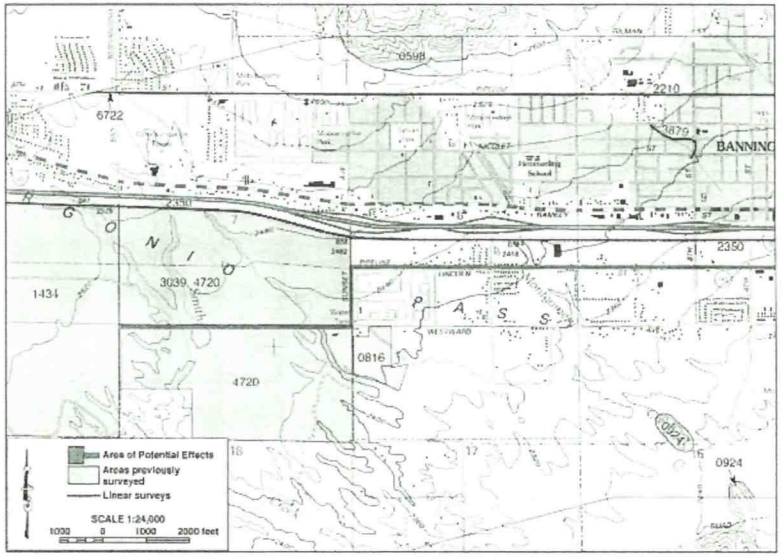

Figure 4a. Previous cultural resources surveys in the vicinity of the APE (western portion), listed by EIC file number. Locations of historical/archaeological sites are not shown as a protective measure.

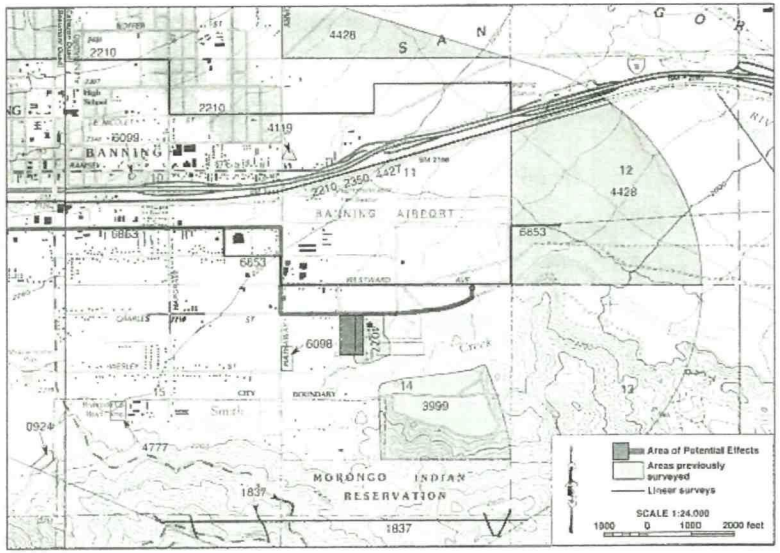

Figure 4b. Previous cultural resources surveys in the vicinity of the APE (eastern portion), listed by EIC file number. Locations of historical/archaeological sites are not shown as a protective measure.

Table 2. Previously Recorded Cultural Resources within the Scope of the Records Search

Site Number	Description
CA-RIV-57	Prehistoric habitation site
CA-RIV-254	One large ceramic olla
CA-RIV-372	Reported location of an Indian village
CA-RIV-373	Reported location of an Indian village
CA-RIV-1701/H	Gilman Ranch Historic Park (including an Indian village site)
CA-RIV-3443H	Historic-period refuse scatter
CA-RIV-3444H	Historic-period refuse scatter
CA-RIV-5678H	Rock-and-mortar channel
CA-RIV-5679H	Rock-and-mortar channel
CA-RIV-5847	Rock art, milling features, and artifacts
CA-RIV-5848/H	Bedrock milling features, two historic-period artifacts and structural debris
CA-RIV-6381H	A segment of the Southern Pacific (now Union Pacific) Railroad
*CA-RIV-7544H	Historic-period water control features
CA-RIV-7815H	Historic-period water diversion system
CA-RIV-7816H	Foundation and associated remnants of historic-period residence
CA-RIV-7817H	Historic-period refuse including riveted metal pipe, car tires, metal barrel, and wood panels from the 1940s
CA-RIV-8227H	Foundation and associated remnants of historic-period residence
CA-RIV-8228H	Foundation and associated remnants of historic-period residence
CA-RIV-8229H	Foundation and associated remnants of historic-period residence; refuse
CA-RIV-8263	Prehistoric residential site at Gilman Ranch
33-7879	Henderson Building (ca. 1880s) or Reid Building (ca. 1890s-present), 54 S. San Gorgonio Ave.
33-7880	Coplin House/Spokane Hotel, 12 S. San Gorgonio Ave., ca. 1900
33-8332	Single-family dwelling, 70 E. Barbour St., ca. 1890s
33-8333	Single-family dwelling, 225 E. Barbour St., ca. 1892
33-8334	Russell Jones House, 391 E. Barbour St., ca. 1900s
33-8335	Single-family dwelling, 434 E. Barbour St., ca. 1920s
33-8336	Single-family dwelling, 451 E. Barbour St., ca. 1890s
33-8337	Davis Home, 933 E. Barbour St., ca. 1892
33-8338	D. Frank Southworth House, 1487 E. Barbour St., ca. 1900s
33-8345	Single-family dwelling, 215 E. George St., ca. 1923
33-8346	Karl Brown Home, 272 E. George St., ca. 1900s
33-8347	Rose House, 779 E. George St., ca. 1910s
33-8350	George Parker House, 1228 S. Hargrave St., ca. 1888
33-8351	Banning Woman's Club,175 W. Hayes St., ca. 1910s
33-8352	Single-family dwelling, 322 E. John St., ca. 1900s
33-8355	Single-family dwelling, 334 N. Murray St., ca. 1910
33-8356	The San Gorgonio Inn/Bryant House, 150 E. Ramsey St., ca. 1884
33-8357	Fox Theater/Corey Building, 84 W. Ramsey St., ca. 1928
33-8358	Hotel Banning, 225 W. Ramsey St., ca. 1920s
33-8359	Purcell House, 11639 N. San Gorgonio Ave., Single-family dwelling, ca. 1932
33-8360	Banning High School, NE corner of San Gorgonio Ave. and Nicolet St., ca. 1935
33-8362	Holcumb Building, 40 S. San Gorgonio Ave., ca. 1900s
33-8363	Conrad Graf House, 717 S. San Gorgonio Ave., ca. 1910
33-8399	Single-family dwelling, 132 E. Wesley St., ca. 1920s
33-8400	Vollaro House/J.R. Fountain House, 270 E. Wesley St., ca. 1888
33-9096	Mary Ellis Home, 170 W. Williams St., ca. 1910s
33-9097	Banning Unified School District Offices, 161 W. Williams St., ca. 1908
33-9098	Charlie Morris House, 486 W. Williams St., ca. 1897
33-9099	Single-family dwelling, 530 W. Williams St., ca. 1902

*Recorded partially within the APE

Table 2. Previously Recorded Cultural Resources within the Scope of the Records Search (Continued)	
Site Number	Description
33-9100	Single-family dwelling, 562 N. Woodland St., ca. 1933
33-9104	McAllister Home, 111 N. First St., ca. 1906
33-9105	Single-family dwelling, 125 N. First St., ca. 1932
33-9106	Single-family dwelling, 144 N. First St., ca. 1920s
33-9107	Single-family dwelling, 157 N. First St., ca. 1910s
33-9108	Single-family dwelling, 160 N. First St., ca. 1910s
33-9109	Saint Agnes Church/Grace Lutheran Church, 111 N. Second St., ca. 1930s
33-9110	C.D. Hamilton Home, 181 N. Second St., ca. 1890s
33-9111	United Methodist Church, 235 N. Second St., ca. 1928
33-9112	Dr. Ryan Home, 115 N. Third St., ca. 1900s
33-9113	Methodist Parsonage, 180 N. Third St., ca. 1897
33-9115	Samuels Home, 384 N. Third St., ca. 1908
33-9116	Single-family dwelling, 524 N. Third St., ca. 1910
33-9117	F.F. Lemon Home, 181 N. Fourth St., ca. 1887
33-9118	Osborne House, 416 N. Fourth St., ca. 1923
33-9119	Rutherford House, 385 N. Fifth St., ca. 1912
33-9120	Single-family dwelling, 899 W. Hayes St., ca. 1920s
33-9121	Single-family dwelling, 1015 W. Hayes St., ca. 1920s
33-9122	Single-family dwelling, 1067 W. Hayes St., ca. 1920s
33-9123	Single-family dwelling, 81 King St., ca. 1910s
33-9124	Single-family dwelling, 94 King St., ca. 1910s
33-9125	Single-family dwelling, 58 W. King St., ca. 1910s
33-9126	Single-family dwelling, 943 Linda Vista Dr., ca. 1920s
33-9127	Single-family dwelling, 946 Linda Vista Dr., ca. 1920s
33-9128	Single-family dwelling, 1118 Linda Vista Dr., ca. 1930s
33-9129	Commercial building, 160 W. Ramsey St., ca. 1930s
33-9130	Commercial building, 170 W. Ramsey St., ca. 1930s
33-9131	Mason Moore Building, 185 W. Ramsey St., ca. 1928
33-9132	Hendrick's Market, 141 N. San Gorgonio Ave., ca. 1930s
33-9133	American Legion Hall, 375 N. San Gorgonio Ave., ca. 1921
33-9134	Odd Fellows Building, 25 South San Gorgonio Ave., ca. 1920s
33-9135	Single-family dwelling, 873 N. First St., ca. 1930s
33-9136	Single-family dwelling, 889 N. First St., ca. 1930s
33-9137	Single-family dwelling, 901 N. First St., ca. 1930s
33-9138	Single-family dwelling, 933 N. First St., ca. 1930s
33-9139	Single-family dwelling, 961 N. First St., ca. 1920s
33-9140	Single-family dwelling, 978 N. First St., ca. 1920s
33-9141	Single-family dwelling, 1051 N. First St., ca. 1920s
33-9142	Single-family dwelling, 1119 N. First St., ca. 1920s
33-9143	Single-family dwelling, 1138 N. First St., ca. 1910s
33-9144	Single-family dwelling, 65 Ensign St., ca. 1920s
33-9145	Single-family dwelling, 91 Ensign St., ca. 1920s
33-9147	Mixter House, 1626 W. George St., ca. 1910s
33-9149	Single-family dwelling, 59 Lancaster Rd., ca. 1920s
33-9150	Single-family dwelling, 1222 W. Lincoln St., ca. 1920s
33-9151	Single-family dwelling, 78 W. Pendleton Rd., ca. 1920s
33-9152	Single-family dwelling, 145 W. Pendleton Rd., ca. 1920s
33-9153	Constantino's/Hopper Café, 140 W. Ramsey St., ca. 1930s
33-9154	Banning City Hall, 169 W. Ramsey St.
33-9155	Commercial building, 260 W. Ramsey St., ca. 1920s
33-9156	Banning Medical Clinic, 330 W. Ramsey St., ca. 1900s
33-9157	Single-family dwelling, 385 W. Ramsey St., ca. 1920s
33-9159	Single-family dwelling, 1025 W. Ramsey St., ca. 1910s

Table 2. Previously Recorded Cultural Resources within the Scope of the Records Search (Continued)	
Site Number	Description
33-9160	Single-family dwelling, 1211 W. Ramsey St., ca. 1910s
33-9161	Single-family dwelling, 1231 W. Ramsey St., ca. 1920s
33-9163	Berlin Building, 65 N. San Gorgonio Ave., ca. 1920s
33-9164	Hazel's Thrift Shop/U.S. Post Office, 125 N. San Gorgonio Ave., 1930s
33-9165	Stagecoach Press Building/ B.D. Wilson Building, 137 N. San Gorgonio Ave., ca. 1930s
33-9166	John Moore House, 1023 N. San Gorgonio Ave., ca. 1910s
33-9167	Single-family dwelling, 1111 N. San Gorgonio Ave., ca. 1920s
33-9168	Single-family dwelling, 1419 N. San Gorgonio Ave., ca. 1910s
33-9169	Single-family dwelling, 1455 N. San Gorgonio Ave., ca. 1920s
33-9170	Single-family dwelling, 1558 N. San Gorgonio Ave., ca. 1920s
33-9171	Single-family dwelling, 1580 N. San Gorgonio Ave., ca. 1920s
33-9172	Single-family dwelling, 1617 N. San Gorgonio Ave., ca. 1920s
33-9173	Single-family dwelling, 1661 N. San Gorgonio Ave.
33-9174	Single-family dwelling, 1725 N. San Gorgonio Ave., ca. 1930s
33-9175	Single-family dwelling, 290 E. Santa Rita Pl., ca. 1920s
33-9176	Single-family dwelling, 3190 Westward Ave., ca. 1920
33-9177	Single-family dwelling, 185 W. Westward Ave., ca. 1930s
33-9178	Single-family dwelling, 116 N. Fourth St., ca. 1920s
33-9179	Single-family dwelling, 141 N. Fourth St., ca. 1920s
33-12425	Historic downtown Banning commercial district bounded by Ramsey St., Livingston St., San Gorgonio Ave., and Murray St., ca. 1880s-1920s
33-12626	Historic-period isolate, pieces of glass from the same bottle
*33-13778	Historic-period buildings and foundations at 3176 and 3190 Westward St., early 20th century
33-15102	Prehistoric milling features and historic-period mining
33-15103	Historic-period road that leads to mining site
33-15183	Single-family dwelling, 371 East Wesley St., ca. 1950
33-15184	Single-family dwelling, 315 East Wesley St., ca. 1949
33-15185	Single-family dwelling, 291 East Wesley St., ca. 1952
33-15186	Single-family dwelling, 243 East Wesley St., ca. 1920s
33-15187	Single-family dwelling, 185 East Wesley St., ca. 1946
33-15188	Single-family dwelling, 425 East Charles St., ca. 1920s
33-15189	Single-family dwelling, 390 East Barbour St., ca. 1940s
33-15190	Single-family dwelling, 410 East Barbour St., ca. 1930s
33-15191	Single-family dwelling, 421 East Barbour St., ca. 1930
33-15192	Single-family dwelling, 390 East Ramsey St., ca. 1920s
33-15193	Single-family dwelling, 402 East Ramsey St., ca. 1920s
33-15194	Single-family dwelling, 381 East Williams St., ca. 1947
33-15195	Single-family dwelling, 403-411 East Williams St., ca. 1940s
33-15196	Single-family dwelling, 380 East Nicolet St., ca. 1920s
33-15197	Single-family dwelling, 416 Drury Ln., ca. 1938
33-15198	Single-family dwelling, 436 Drury Ln., ca. 1936
33-15199	Single-family dwelling, 464 Drury Ln., ca. 1936
33-15200	Single-family dwelling, 494 Drury Ln., ca. 1935
33-15208	Single-family dwelling, 370 East George St., ca. 1920
33-15209	Single-family dwelling, 355 East George St., ca. 1936
33-15210	Single-family dwelling, 418 East George St., ca. 1946
33-15211	Single-family dwelling, 417 East George St., ca. 1950s
33-15212	Single-family dwelling, 388 East Hoffer St., ca. 1955
33-15213	Single-family dwelling, 385 East Hoffer St., ca. 1948
33-15214	Single-family dwelling, 1250 North Allesandro St., ca. 1934

*Recorded partially within the APE

Table 2. Previously Recorded Cultural Resources within the Scope of the Records Search (Continued)	
Site Number	Description
33-15215	Single-family dwelling, 1190 North San Gorgonio Ave., ca. 1938
33-15216	Single-family dwelling, 53 West Gilman St., ca. 1934
33-15217	Single-family dwelling, 56 West Gilman St., ca. 1939
33-15218	Single-family dwelling, 94 West Gilman St., ca. 1930
33-15219	Single-family dwelling, 130 West Gilman St., ca. 1927
33-15220	Single-family dwelling, 158 West Gilman St., ca. 1938
33-15221	Single-family dwelling, 174 West Gilman St., ca. 1938
33-15222	Single-family dwelling, 190 West Gilman St., ca. 1938
33-15223	Single-family dwelling, 1195 Linda Vista Dr., ca. 1953
33-15224	Single-family dwelling, 378 West Gilman St., ca. 1954
33-15225	Single-family dwelling, 624 West Gilman St., ca. 1939
33-15226	Single-family dwelling, 666 West Gilman St., ca. 1954
33-15227	Single-family dwelling, 694 West Gilman St., ca. 1953
33-15228	Single-family dwelling, 1212 North San Gorgonio Ave., ca. 1937
33-15229	Single-family dwelling, 1221 North San Gorgonio Ave., ca. 1939
33-15230	Single-family dwelling, 73 West Gilman St., ca. 1951
33-15231	Single-family dwelling, 99 West Gilman St., ca. 1917
33-15232	Single-family dwelling, 125 West Gilman St., ca. 1935
33-15233	Single-family dwelling, 93 West Gilman St., ca. 1930s
33-15234	Single-family dwelling, 265 West Gilman St., ca. 1945
33-15235	Single-family dwelling, 425 West Gilman St., ca. 1952
33-15236	Single-family dwelling, 501 West Gilman St., ca. 1950
33-15237	Single-family dwelling, 505 West Gilman St., ca. 1950s
33-15238	Single-family dwelling, 575 West Gilman St., ca. 1950s
33-15239	Single-family dwelling, 609 West Gilman St., ca. 1940s
33-15240	Single-family dwelling, 619 West Gilman St., ca. 1910
33-15241	Brinton Ranch, 915-1190 Brinton Road, ca. 1940s
33-15290	Single-family dwelling, 482 Drury Ln., ca. 1935
33-15293	Isolated shards of historic-period sun-altered manganese glass
33-15294	Isolated shards of historic-period milk and perfume bottle
33-15655	Prehistoric milling slick
33-15678	Prehistoric milling slicks
33-15802	Single-family dwelling, 176 West Lincoln St., ca. 1951
33-15806	Single-family dwelling, 275 East Lincoln St., ca. 1950s
33-15807	Single-family dwelling, 379 23rd St., ca. 1960s
33-15808	Single-family dwelling, 380 23rd St., ca. 1960s
33-15809	Single-family dwelling, 1380 West Lincoln St., ca. 1950s
33-15810	Single-family dwelling, 1430 West Lincoln St., ca. 1950
33-15811	Single-family dwelling, 1476 West Lincoln St., ca. 1947
33-15812	Single-family dwelling, 1574 West Lincoln St., ca. 1950s
33-15813	Single-family dwelling, 1617 West Lincoln St., ca. 1947
33-15814	Single-family dwelling, 1661 West Lincoln St., ca. 1940s
33-15815	Single-family dwelling, 1692 West Lincoln St., ca. 1959
33-15816	Single-family dwelling, 1706 West Lincoln St., ca. 1959
33-15817	Single-family dwelling, 1722 West Lincoln St., ca. 1960
33-15818	Single-family dwelling, 2005 West Lincoln St., ca. 1956
33-15819	Single-family dwelling, 2008 West Lincoln St., ca. 1959
33-15820	Single-family dwelling, 2025 West Lincoln St., ca. 1921
33-15821	Single-family dwelling, 2028 West Lincoln St., ca. 1959
33-15822	Single-family dwelling, 2044 West Lincoln St., ca. 1961
33-15823	Single-family dwelling, 2049 West Lincoln St., ca. 1957

Table 2. Previously Recorded Cultural Resources within the Scope of the Records Search (Continued)	
Site Number	Description
33-15824	Single-family dwelling, 2071 West Lincoln St., ca. 1956
33-15825	Single-family dwelling, 2080 West Lincoln St., ca. 1961
33-15826	Single-family dwelling, 2102 West Lincoln St., ca. 1961
33-15827	Single-family dwelling, 2120 West Lincoln St., ca. 1961
33-15828	Single-family dwelling, 2131 West Lincoln St., ca. 1950s
33-15829	Single-family dwelling, 2148 West Lincoln St., ca. 1960
33-15830	Single-family dwelling, 2156 West Lincoln St., ca. 1961
33-15831	Single-family dwelling, 2174 West Lincoln St., ca. 1961
33-15832	Single-family dwelling, 2290 West Lincoln St., ca. 1961
33-15833	Single-family dwelling, 2343-2345 West Lincoln St., ca. 1940s
33-15834	Single-family dwelling, 2387 West Lincoln St., ca. 1940s
33-15835	Single-family dwelling, 2413 West Lincoln St., ca. 1959
33-15836	Single-family dwelling, 2437 West Lincoln St., ca. 1950s
33-15837	Single-family dwelling, 2539 West Lincoln St., ca. 1950s
33-15838	Single-family dwelling, 2637 West Lincoln St., ca. 1961
33-15839	Single-family dwelling, 2671-2673 West Lincoln St., ca. 1951
33-15840	Single-family dwelling, 2699 West Lincoln St., ca. 1958
33-15841	Single-family dwelling, 2705 West Lincoln St., ca. 1950s
33-15842	Single-family dwelling, 2721 West Lincoln St., ca. 1958
33-15843	Banning Substation, Lincoln St., ca. 1954
33-15844	Cove Lane House, mid-20th century
33-15845	Single-family dwelling, San Timoteo Canyon Rd., mid-20th century
33-15846	Zanja Substation, 34763 Juniper Avenue, ca. 1951

immediate project vicinity. However, noting that "the absence of specific site information in the Sacred Lands File does not guarantee the absence of cultural resources in any 'area of potential effect'," the commission suggested that local Native American representatives be contacted, and provided a list of potential contacts in the region (see App. 2).

Upon receiving the Native American Heritage Commission's response, CRM TECH contacted all six individuals on the list and the organizations they represent. In addition, John Gomez, Jr., Cultural Resources Coordinator for the Ramona Band of Cahuilla Indians, was also contacted at the recommendation of tribal Vice-Chairman Joseph Hamilton. Andrea Candellaria, Tribal Receptionist for the Santa Rosa Band of Mission Indians, was later contacted by telephone. As of this time, two written responses and one verbal response have been received (see App. 2).

An e-mail was received from Britt Wilson, Cultural Resources Coordinator, for the Morongo Band of Mission Indians, on June 13, 2007. In the e-mail Mr. Wilson states that due to the close proximity of the Red Hands Village Site (CA-RIV-57) and a rock art site (CA-RIV-5847) to the undertaking, the Tribe believes that there is a high probability that Native American cultural resources could be discovered in the APE. Therefore, the Morongo Band recommends archaeological monitoring for the undertaking, with at least one monitor being a Native American from the Morongo Band of Mission Indians. The Tribe also wishes to be present during any preconstruction meetings.

John Gomez, Jr., of the Ramona Band of Cahuilla Indians, replied in a letter dated July 5, 2007. Mr. Gomez states that the Tribe has no information regarding cultural resources within the APE, but reserves the right to provide comments upon review of the findings. A copy of the report was requested. Andrea Candellaria, Tribal Receptionist for the Santa

Rosa Band of Mission Indians, stated by phone on June 22, 2007, that the tribe had no specific concerns at this time regarding the APE, but would reserve the right to be notified of any cultural resources discovered during ground-disturbing activities.

FIELD SURVEY

During the field survey, none of the previously recorded water diversion/conveyance features of Site CA-RIV-7544 or structural ruins/buildings of Site 33-13778 was encountered within or immediately adjacent to the APE. CA-RIV-7544 consists of more than 30 structural features scattered over a rather large area, delineated by an all-encompassing site boundary that extends across the proposed pipeline alignment. However, none of the features of Site CA-RIV-7544 was previously recorded within the APE. Although the boundaries of Site 33-13778 encompass a portion of the APE along Sunset and Westward Avenues, all of the components of the site are located outside the road rights-of-way, and outside the APE boundaries. Since the proposed undertaking has no potential to affect either of these sites, they do not require any further consideration.

Two previously unrecorded sites were encountered within the APE boundaries during the field survey, one near existing Well R1, and the other located on the 16-acre WWTP expansion site. Both of these sites, since designated as 33-16207 and 33-16208 (CA-RIV-8364), are from the historic period. Site 33-16207 consists of a group of rural historic landscape features, including a row of olive trees, a fence, concrete irrigation standpipes, a cistern, and a small, rectangular structural footing, all located along the western edge of the WWTP expansion site.

Site 33-16208 is situated to the southwest of Well R1 and northeast of Southern California Edison power pole #1989008E. It consists of historic-period refuse found in low-density concentrations on both sides of Charles Street and scattered to the northeast near Well R1. The site measures approximately 70 x 50 meters and contains fragmented glass bottles, ceramic kitchen wares, metal cans, and other household refuse items. Many of the artifacts found at Site 33-16208, though fragmented, are temporally and morphologically diagnostic. Consumer products represented in the deposit include salve, medicine, milk, carbonated beverages, bleach, preserves, tobacco, perfume, and canned meat, to name a few.

Manganese glass manufactured between 1880-1920s was present at the site and has turned amethyst in color from sun exposure. Maker's marks on some of the bottle bases found at the site include (based on Toulouse 1971): Southern Glass Company, Vernon, CA (1917-1931); Owens Bottle Company, Toledo, OH (1911-1929); Pacific Coast Glass Works, San Francisco, CA (1902-1924; Pacific Coast Glass Company, San Francisco, CA (1925-1930); and Illinois Pacific Glass Company, San Francisco, CA (1902-1925).

Ceramic marks included (based on Lehner 1988): Pacific Clay Products Company, Los Angeles, CA (1922-1946); Carr China Company, Grafton, WV (1916-1952); and D.E. McNicol Pottery, Clarksburg, WV (1920s-1960s). A few church-key opened steel-top beverage cans date to 1935-1960, and hinged-lid tobacco tins, popular throughout the early and mid-20th century, were also found (IMACS 1992:471). The presence of these datable artifacts suggests the refuse was deposited at this location sometime around the 1920s-1930s.

HISTORICAL BACKGROUND RESEARCH

Historic maps consulted for this study indicate that the vicinity of the APE showed ample evidence of human activities as early as the mid-19th century, thanks in part to its location on the Cocomaricopa-Bradshaw Trail. In the 1850s, when the U.S. government conducted the first systematic land survey in the region, the surveyors noted a number of roads and Indian trails crisscrossing the largely barren landscape, including a wagon road that was undoubtedly a part of the Cocomaricopa-Bradshaw Trail (Fig. 5). Some of the lesser-known Indian trails evidently crossed various portions of the APE (*ibid.*).

During the second half of the 19th century, homesteading and other settlement/land development activities gradually spread through the San Gorgonio Pass area, and in the mid-1870s, the Southern Pacific Railway joined the Cocomaricopa-Bradshaw Trail along roughly the same course. The completion of the Southern Pacific Railway and the subsequent establishment of the town of Banning in 1884 ushered in a major growth spurt in the project vicinity during the late 19th and early 20th centuries. By 1897-1898, the town of Banning had essentially taken shape north of the APE, with a few streets extending into the APE (Fig. 6).

Between then and the 1950s, the area around the town of Banning gradually developed a cultural landscape that was typical of rural southern California at the time, featuring a regular grid of crisscrossing roads lined with stretches of orchards and scattered buildings, most of them presumably farmhouses (Figs. 7, 8). That development pattern evidently persisted in the area until the late 20th century, when southern California's thirst for affordable housing brought about accelerated urbanization in the communities in the San Gorgonio Pass region.

Most of the APE was located along these various roads, and the rest of it, primarily the WWTP expansion site, evidently remained vacant throughout the historic period (Figs. 5-8). Formerly Lot 13 of the Waverly Tract, the WWTP expansion site, including the area of Site 33-16207, was acquired by the City of Banning from Walter S. Hathaway around 1935, three years before his death (County Assessor 1933-1938). A prominent local merchant around the turn of the 20th century, Walter Hathaway served as the first mayor of Banning after the city was incorporated in 1913 (Holtzclaw 2005:23).

Since at least 1913, no assessments had been levied for improvements on Lot 13 (County Assessor 1913-1938), suggesting that neither a building nor any trees and vines were present on the property when it was acquired by the City. Meanwhile, no buildings or other built-environment features were apparent at or near the location of Well R1 during the historic period, where the refuse deposit at Site 33-16208 was found. That area was, and still is, used for cattle ranching, as evidenced by free-range cattle that were observed during the field survey.

DISCUSSION

Based on the research results discussed above, the following sections present the CRM TECH's conclusion on whether any "historic properties" or "historical resources," as defined

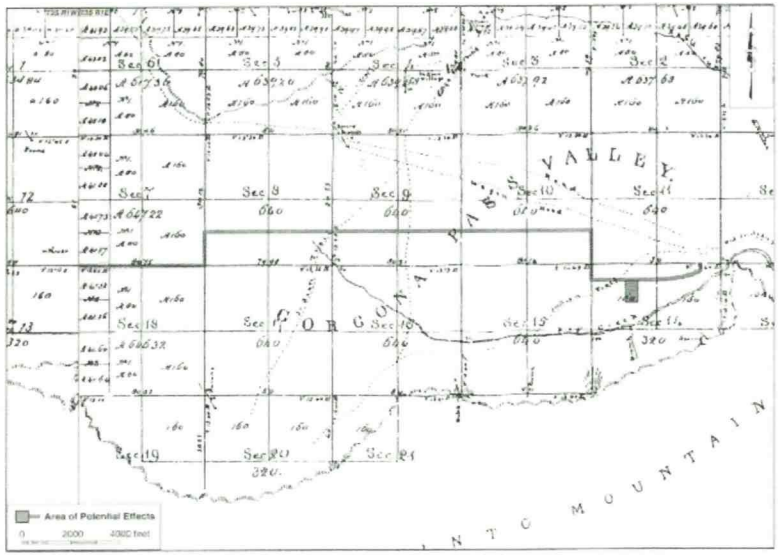

Figure 5. The APE and vicinity in 1852-1856. (Source: GLO 1856; 1857)

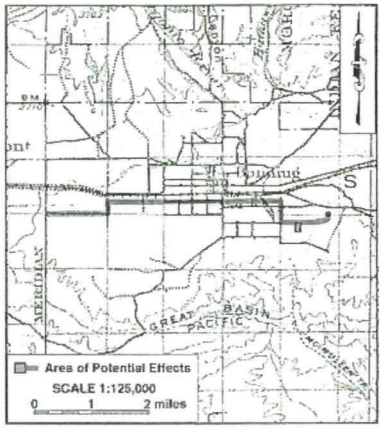

Figure 6. The APE and vicinity in 1897-1898. (Source: USGS 1901)

by Section 106 and CEQA regulations, are present within or immediately adjacent to the APE and may be affected by the proposed undertaking.

DEFINITION

"Historic properties," as defined by the Advisory Council on Historic Preservation, include "prehistoric or historic district, site, building, structure, or object included in, or eligible for inclusion in, the National Register of Historic Places maintained by the Secretary of the Interior" (36 CFR 800.16(l)). The eligibility for inclusion in the National Register is determined by applying the following criteria, developed by the National Park Service as per provision of the National Historic Preservation Act:

> The quality of significance in American history, architecture, archaeology, engineering, and culture

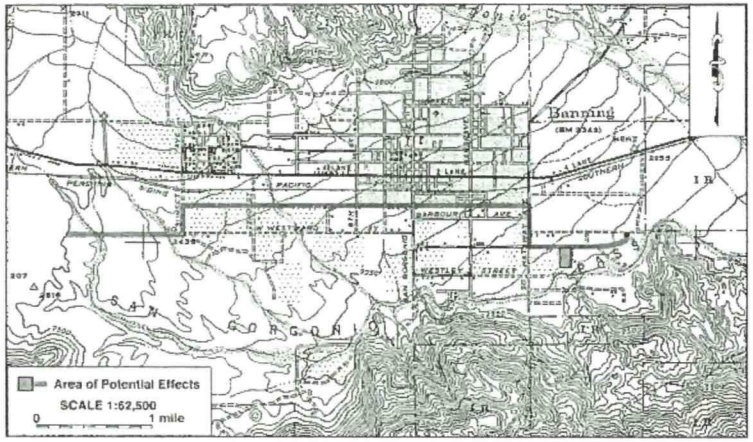

Figure 7. The APE and vicinity in 1939-1941. (Source: USGS 1942)

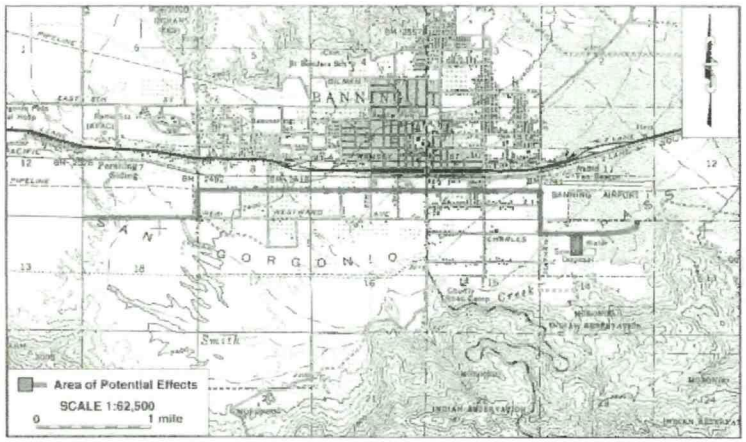

Figure 8. The APE and vicinity in 1949-1951. (Source: USGS 1956)

is present in districts, sites, buildings, structures, and objects that possess integrity of location, design, setting, materials, workmanship, feeling, and association and

(a) that are associated with events that have made a significant contribution to the broad patterns of our history; or
(b) that are associated with the lives of persons significant in our past; or
(c) that embody the distinctive characteristics of a type, period, or method of construction, or that represent the work of a master, or that possess high artistic values, or that represent a significant and distinguishable entity whose components may lack individual distinction; or
(d) that have yielded, or may be likely to yield, information important in prehistory or history. (36 CFR 60.4)

For CEQA-compliance considerations, the State of California's Public Resources Code (PRC) establishes the definitions and criteria for "historical resources," which require similar protection to what NHPA Section 106 mandates for historic properties. "Historical resources," according to PRC §5020.1(j), "includes, but is not limited to, any object, building, site, area, place, record, or manuscript which is historically or archaeologically significant, or is significant in the architectural, engineering, scientific, economic, agricultural, educational, social, political, military, or cultural annals of California." More specifically, CEQA guidelines state that the term "historical resources" applies to any such resources listed in or determined to be eligible for listing in the California Register of Historical Resources, included in a local register of historical resources, or determined to be historically significant by the Lead Agency (Title 14 CCR §15064.5(a)(1)-(3)).

Regarding the proper criteria of historical significance, CEQA guidelines mandate that "a resource shall be considered by the lead agency to be 'historically significant' if the resource meets the criteria for listing on the California Register of Historical Resources" (Title 14 CCR §15064.5(a)(3)). A resource may be listed in the California Register if it meets any of the following criteria:

(1) Is associated with events that have made a significant contribution to the broad patterns of California's history and cultural heritage.
(2) Is associated with the lives of persons important in our past.
(3) Embodies the distinctive characteristics of a type, period, region, or method of construction, or represents the work of an important creative individual, or possesses high artistic values.
(4) Has yielded, or may be likely to yield, information important in prehistory or history. (PRC §5024.1(c))

As mentioned above, two previously recorded sites, CA-RIV-7544H and 33-13778, were reportedly located partially across the proposed pipeline route, but the field survey reveals that none of the features of these two sites is located within or immediately adjacent to the APE. In addition, both of these sites were previously determined not to be eligible for listing in either the National Register or the California Register (Taniguchi and Dice 2004:1-3; Messick and Dice 2004:2-4). Therefore, the only potential "historic properties"/"historical resources" present within the APE are Site 33-16207 and 33-16208 (CA-RIV-8364). Pursuant to these statutory and regulatory guidelines, Sites 33-16207 and -16208 are evaluated under the criteria for the National Register and the California Register, and the results of the evaluation are discussed below.

SITE EVALUATION

Site 33-16207

Site 33-16207 consists of a group of rural historic landscape features of unknown age, such as olive trees, a fence, and remnants of an irrigation system. Although the site is located on land once owned by Walter Hathaway, a notable local merchant and community leader around the turn of the 20th century, there is no evidence that these features are closely associated with Hathaway and the prominent role he played in the early history of Banning. In fact, historical sources suggest that at least some of the features, such as the olive trees, likely post-date Hathaway's association with the property. In addition, none of the features demonstrates a close association with any historical event, special aesthetic values, or any other historical/archaeological merits. Therefore, Site 33-16207 does not appear to be eligible for listing in the National Register or the California Register, and does not appear to qualify as a "historic property" or a "historical resource."

Site 33-16208 (CA-RIV-8364)

The refuse deposit found and recorded as Site 33-16208 contains an abundance of temporally and morphologically diagnostic artifacts that may provide valuable information on the consumer practices of local households around the 1920s-1930s, even though the refuse itself does not appear to be associated with any particular household, a specific person, or a historical event. The site may contain a subsurface component, as it was

observed that many of the artifacts found on the surface were partly buried. While the 1920s-1930s may not be considered a particularly early period in local history, it was a time of accelerated growth and dramatic change in Banning and the entire United States after the end of World War I, during a decade of unprecedented prosperity and the ensuing Great Depression, and before the U.S. involvement in World War II.

In light of the location of the site, it may be associated with residents who lived to the southeast of downtown Banning and were primarily agriculturalists, as evidenced by the numerous orchards and farmhouses observed in historic maps. This area has since been developed and many of the former farms and ranches have become the scene of residential and commercial developments, most of which occurred during the post-WWII boom. Remnants of the agricultural landscapes and free-range cattle observed in the site vicinity during the field survey attest to the area's historical use, which is quickly vanishing due to the effects of urban sprawl.

As of 2004, only four other historic-period refuse scatters have been recorded in the City of Banning and its sphere of influence, as reported by the Eastern Information Center (Tang et al. 2004:8). In comparison to most sites of this type that have been recorded in the southern California desert region, Site 33-16208 is remarkable in that it retains a good level of integrity and contains a variety of household consumer refuse items that date to the early 20th century. As such, Site 33-16208 may have the potential to yield important archaeological data for the study of local history with regard to consumerism and the lifestyle of early-20th century agriculturalists in this portion of inland southern California.

However, the data potential—and thus the significance—of the site cannot be ascertained without additional archaeological investigations, including a surface collection of the diagnostic artifacts, subsurface testing to explore the quantity and quality of the artifact deposit, and analysis of the recovered materials. In order to determine the significance of Site 33-16208 and its qualification as a "historic property"/"historical resource," a testing phase study will be necessary at the site, as outlined below.

CONCLUSION AND RECOMMENDATIONS

Section 106 of the National Historic Preservation Act mandates that federal agencies take into account the effects of their undertakings on historic properties and seek ways to avoid, minimize, or mitigate any adverse effects on such properties (36 CFR 800.1(a)). Similarly, CEQA establishes that "a project that may cause a substantial adverse change in the significance of a historical resource is a project that may have a significant effect on the environment" (PRC §21084.1). "Substantial adverse change," according to PRC §5020.1(q), "means demolition, destruction, relocation, or alteration such that the significance of an historical resource would be impaired."

The present study has concluded that Site 33-16207 does not appear to qualify as a "historic property" or a "historical resource," but that the significance of Site 33-16208 cannot be determined without further studies. Based on these findings, CRM TECH recommends that an archaeological testing and evaluation program be implemented on Site 33-16208 prior to the commencement of the project. The testing and evaluation program should consist of, at a minimum, the following procedures:

- Preparation of a research design;
- Surface collection of diagnostic artifacts;
- Excavation of archaeological test units to determine the subsurface content of the site;
- Laboratory analysis of artifacts recovered through the archaeological field procedures;
- Cataloguing and permanent curation, at an appropriate facility, of all artifacts recovered from the site;
- Preparation of a final report to summarize the findings of the procedures outlined above and to interpret such findings within the context of a regional research design.

Further recommendations regarding the final treatment of Site 33-16208 will be formulated and presented on the basis of the results of the testing and evaluation program. No additional cultural resources investigation is recommended for the balance of the APE unless project plans undergo such changes as to include areas not covered by this study. However, if buried cultural materials are encountered during construction anywhere within the APE, all work in that area should be halted or diverted until a qualified archaeologist can evaluate the nature and significance of the finds.

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APPENDIX 1

PERSONNEL QUALIFICATIONS

PRINCIPAL INVESTIGATOR/HISTORIAN
Bai "Tom" Tang, M.A.

Education

1988-1993	Graduate Program in Public History / Historic Preservation, UC Riverside.
1987	M.A., American History, Yale University, New Haven, Connecticut.
1982	B.A., History, Northwestern University, Xi'an, China.
2000	"Introduction to Section 106 Review," presented by the Advisory Council on Historic Preservation and the University of Nevada, Reno.
1994	"Assessing the Significance of Historic Archaeological Sites," presented by the Historic Preservation Program, University of Nevada, Reno.

Professional Experience

2002-	Principal Investigator, CRM TECH, Riverside, California.
1993-2002	Project Historian / Architectural Historian, CRM TECH, Riverside, California.
1993-1997	Project Historian, Greenwood and Associates, Pacific Palisades, California.
1991-1993	Project Historian, Archaeological Research Unit, UC Riverside.
1990	Intern Researcher, California State Office of Historic Preservation, Sacramento.
1990-1992	Teaching Assistant, History of Modern World, UC Riverside.
1988-1993	Research Assistant, American Social History, UC Riverside.
1985-1988	Research Assistant, Modern Chinese History, Yale University.
1985-1986	Teaching Assistant, Modern Chinese History, Yale University.
1982-1985	Lecturer, History, Xi'an Foreign Languages Institute, Xi'an, China.

Honors and Awards

1988-1990	University of California Graduate Fellowship, UC Riverside.
1985-1987	Yale University Fellowship, Yale University Graduate School.
1980, 1981	President's Honor List, Northwestern University, Xi'an, China.

Cultural Resources Management Reports

Preliminary Analyses and Recommendations Regarding California's Cultural Resources Inventory System (With Special Reference to Condition 14 of NPS 1990 Program Review Report). California State Office of Historic Preservation working paper, Sacramento, September 1990.

Numerous cultural resources management reports with the Archaeological Research Unit, Greenwood and Associates, and CRM TECH, since October 1991.

Membership

California Preservation Foundation.

PRINCIPAL INVESTIGATOR/ARCHAEOLOGIST
Michael Hogan, Ph.D., RPA*

Education

1991	Ph.D., Anthropology, University of California, Riverside.
1981	B.S., Anthropology, University of California, Riverside; with honors.
1980-1981	Education Abroad Program, Lima, Peru.
2002	Section 106—National Historic Preservation Act: Federal Law at the Local Level. UCLA Extension Course #888.
2002	"Recognizing Historic Artifacts," workshop presented by Richard Norwood, Historical Archaeologist.
2002	"Wending Your Way through the Regulatory Maze," symposium presented by the Association of Environmental Professionals.
1992	"Southern California Ceramics Workshop," presented by Jerry Schaefer.
1992	"Historic Artifact Workshop," presented by Anne Duffield-Stoll.

Professional Experience

2002-	Principal Investigator, CRM TECH, Riverside, California.
1999-2002	Project Archaeologist/Field Director, CRM TECH, Riverside.
1996-1998	Project Director and Ethnographer, Statistical Research, Inc., Redlands.
1992-1998	Assistant Research Anthropologist, University of California, Riverside
1992-1995	Project Director, Archaeological Research Unit, U. C. Riverside.
1993-1994	Adjunct Professor, Riverside Community College, Mt. San Jacinto College, U.C. Riverside, Chapman University, and San Bernardino Valley College.
1991-1992	Crew Chief, Archaeological Research Unit, U. C. Riverside.
1984-1998	Archaeological Technician, Field Director, and Project Director for various southern California cultural resources management firms.

Research Interests

Cultural Resource Management, Southern Californian Archaeology, Settlement and Exchange Patterns, Specialization and Stratification, Culture Change, Native American Culture, Cultural Diversity.

Cultural Resources Management Reports

Author and co-author of, contributor to, and principal investigator for numerous cultural resources management study reports since 1986.

Memberships

* Register of Professional Archaeologists.
Society for American Archaeology.
Society for California Archaeology.
Pacific Coast Archaeological Society.
Coachella Valley Archaeological Society.

PROJECT ARCHAEOLOGIST/REPORT WRITER
Josh Smallwood, B.A.

Education

1998	B.A., Anthropology, Humboldt State University, Arcata, California.
1997	Archaeological Field School, Fort Ross Historic District, Fort Ross, California. Archaeological Field School, Coastal Test and Mitigation Projects, Arcata, California.
1996	Archaeological Field School, Mad River Watershed Surveys, Blue Lake, California.
1994	A.A., Anthropology, Palomar College, San Marcos, California.
1993	Archaeological Field School, San Pasqual Battlefield, San Pasqual, California. Archaeological Field School, Las Flores Asistencia, Camp Pendleton, CA.
1992	Archaeological Field School, Palomar College Campus Late Prehistoric Sites, San Marcos, California.
1994-	Extensive study of lithic resource procurement strategies, reduction technology, tool manufacture, and reproduction.
2002	"Historical Archaeology Workshop," presented by Richard Norwood, Base Archaeologist, Edwards Air Force Base.
2001	"CEQA and Section 106 Basics," presented by Richard Carrico, Principal Investigator, Brian F. Mooney & Associates, San Diego. "OSHA Safety Training for Construction Monitors," presented by OSHA and City of San Diego.
2000	"HABS/HAER Recording Methods for Historic Structures," presented by Robert Case, Historic Archaeologist, Mooney & Associates, San Diego.
1998	"Unexploded Ordinance Training," presented by EOD officers, Fort Irwin Army Training Facility, Barstow.
1997	"Obsidian Sourcing through Characterization," presented by Thomas Origer, Sonoma State University.

Professional Experience

2002- Project Archaeologist/Report Writer, CRM TECH, Riverside, California.
- Writer/co-author of cultural resource reports for BLM, FCC, and Caltrans-review, city general plans, commercial, and residential development projects.
- Field director, archaeological field work, historic-period building surveys and recordation, historical archaeologist, and lithic analysis.
- Historical research based on published literature, historic maps, oral interviews, county and city archival records, internet sources, and consultation with local historical societies.

1997-2002 Archaeologist for several cultural resource management/environmental consultants, Department of Defense subcontractors, and Humboldt State University.

Cultural Resources Management Reports

Co-author of and contributor to numerous CEQA and Section 106 compliance studies since 1997.

CRM TECH
FAX COVER SHEET

1016 E. Cooley Drive,
Suites A-B
Colton, CA 92324
909·824·6400·Tel
909·824·6405·Fax

To:
Native American Heritage Commission

Fax:
(916) 657-5390

From:
Laura Hensley Shaker

Date:
June 11, 2007

Number of pages (including this cover sheet):
3

HARDCOPY:

_____ will follow by mail

__√__ will not follow unless requested

RE: Sacred Land records search

This is to request a Sacred Lands records search

Name of project:
Banning WWTP
CRM TECH #2083

Location:
In the City of Banning
Riverside County

USGS 7.5' quad sheet data:
Beaumont & Cabazon, Calif.,
Sections 8-11, 14-18, T3S R1E, SBBM

Please call if you need more information or have any questions.

Results may be faxed to the number above.

I appreciate your assistance in this matter.

Map included

June 13, 2007

Anthony J. Andreas, Jr.
3022 W. Nicolet Street
Banning, CA 92220

RE: Banning WWTP
In the City of Banning, Riverside County
CRM TECH Contract #2083

Dear Mr. Andreas:

CRM TECH is conducting a cultural resources study for the project referenced above. In the meantime, I am writing to request your input on potential Native American cultural resources in or near the project area. Please respond at your earliest convenience if you have any specific knowledge of sacred / religious sites or other sites of Native American traditional cultural value within or near the project area that we should be aware of. The lead agency for this project is the City of Banning for CEQA compliance purposes.

The project is located in the City of Beaumont, Riverside County. The accompanying map, based on the USGS Beaumont and Cabazon, Calif., quadrangles, depicts the location of the APE in Sections 8-11 and 14-18, T3S R1E, SBBM.

Any information, concerns or recommendations regarding cultural resources in the vicinity of the project area may be forwarded to CRM TECH by telephone, e-mail, facsimile or standard mail. Thank you for the time and effort in addressing this important matter.

Respectfully,

Laura Hensley Shaker
CRM TECH

Encl.: Project area map

STATE OF CALIFORNIA Arnold Schwarzenegger, Governor

NATIVE AMERICAN HERITAGE COMMISSION
915 CAPITOL MALL, ROOM 364
SACRAMENTO, CA 95814
(916) 653-6251
Fax (916) 657-5390
Web Site www.nahc.ca.gov
e-mail: ds_nahc@pacbell.net

June 11, 2007

Laura Hensley Shaker
CRM TECH
1016 E. Cooley Drive, Suite B
Colton, CA 92324

Sent by FAX to: 909-824-6405
Number of pages: 2

Re: Proposed Banning WWTP CRM TECH #2083t, Riverside County

Dear Ms. Hensley Shaker:

The Native American Heritage Commission was able to perform a record search of its Sacred Lands File (SLF) for the affected project area. The SLF failed to indicate the presence of Native American cultural resources in the immediate project area. The absence of specific site information in the Sacred Lands File does not guarantee the absence of cultural resources in any 'area of potential effect (APE).'

Early consultation with Native American tribes in your area is the best way to avoid unanticipated discoveries once a project is underway. Enclosed are the nearest tribes that may have knowledge of cultural resources in the project area. A List of Native American contacts are attached to assist you. The Commission makes no recommendation of a single individual or group over another. It is advisable to contact the person listed; if they cannot supply you with specific information about the impact on cultural resources, they may be able to refer you to another tribe or person knowledgeable of the cultural resources in or near the affected project area (APE).

Lack of surface evidence of archeological resources does not preclude the existence of archeological resources. Lead agencies should consider avoidance, as defined in Section 15370 of the California Environmental Quality Act (CEQA) when significant cultural resources could be affected by a project. Also, Public Resources Code Section 5097.98 and Health & Safety Code Section 7050.5 provide for provisions for accidentally discovered archeological resources during construction and mandate the processes to be followed in the event of an accidental discovery of any human remains in a project location other than a 'dedicated cemetery. Discussion of these should be included in your environmental documents, as appropriate.

If you have any questions about this response to your request, please do not hesitate to contact me at (916) 653-6251.

Sincerely,

Dave Singleton
Program Analyst

Attachment: Native American Contact List

Native American Contacts
Riverside County
June 11, 2007

Cahuilla Band of Indians
Anthony Madrigal, Jr., Interim-Chairperson
P.O. Box 391760 Cahuilla
Anza , CA 92539
tribalcouncil@cahuilla.net
(951) 763-2631

(951) 763-2632 Fax

Morongo Band of Mission Indians
Britt W. Wilson, Cultural Resources-Project Manager
49750 Seminole Drive Cahuilla
Cabazon , CA 92230 Serrano
britt_wilson@morongo.org
(951) 755-5206
(951) 755-5200/323-0822-cell
(951) 922-8146 Fax

Ramona Band of Mission Indians
Joseph Hamilton, vice chairman
P.O. Box 391670 Cahuilla
Anza , CA 92539
admin@ramonatribe.com
(951) 763-4105
(951) 763-4325 Fax

Cahuilla Band of Indians
Maurice Chacon, Cultural Resources
P.O. Box 391760 Cahuilla
Anza , CA 92539
cbandodian@aol.com
(951) 763-2631

(951) 763-2632 Fax

Anthony J. Andreas, Jr.
3022 W. Nicolet Street Cahuilla
Banning , CA 92220
(951) 849-3844

Santa Rosa Band of Mission Indians
John Marcus, Chairman
P.O. Box 609 Cahuilla
Hemet , CA 92546
srtribaloffice@aol.com
(951) 658-5311
(951) 658-6733 Fax

This list is current only as of the date of this document.

Distribution of this list does not relieve any person of statutory responsibility as defined in Section 7050.5 of the Health and Safety Code, Section 5097.94 of the Public Resources Code and Section 5097.98 of the Public Resources Code.

This list is only applicable for contacting local Native American with regard to cultural resources for the proposed BAnning WWTP (CRM TECH #2083) located in the City of Banning; Riverside County, California for which a Sacred Lands File search was requested.

Subject: City of Banning WWTP
Date: Wednesday, June 13, 2007 3:38 PM
From: Britt Wilson <britt_wilson@morongo.org>
To: Laura Hensley-Shaker <laura.shaker@crmtech.us>
Cc: Britt Wilson <britt_wilson@morongo.org>
Conversation: City of Banning WWTP

Laura,

Thank you for contacting the Morongo Band of Mission Indians concerning the City of Banning's proposed WWTP project.

Due to the proximity of the site to the extensive Red Hands Village Site (RIV-57) and rock art (RIV-5847) and adjacent Smith Creek, the Tribe believes the site of the actual plant is in a high-probability area for cultural resources and we recommend an archaeological site monitoring plan for the plant area. At least one monitor should be Native American provided by Morongo under contract to the City/contractor. The Tribe also asks that it be invited to any pre-construction meeting.

Thank you for considering our comments.

Sincerely,

Britt W. Wilson
Project Manager - Cultural Resources
Morongo Band of Mission Indians
Casino Morongo Building
49750 Seminole Drive
Cabazon, CA 92230
Office: (951) 755-5200 Direct: (951) 755-5206
Mobile: (951) 323-0822
Fax: (951) 922-8146 E-mail: Britt_wilson@morongo.org

Wayta' Yawa' (always believe)

RAMONA BAND OF CAHUILLA

56310 Highway 371, Suite B
Post Office Box 391670
Anza, California 92539

Tel: (951) 763-4105
Fax: (951) 763-4325
E-mail: admin@ramonatribe.com

"A SOVEREIGN NATION"

July 5, 2007

Laura Hensley Shaker
CRM Tech
1016 E. Colley Drive, Suite B
Colton, CA 92324

Re: Banning WTTP; CRM Tech Contract #2083

Dear Ms. Shaker

The Ramona Band of Cahuilla Indians appreciates the opportunity to consult with you regarding the proposed project listed above and mentioned in your June 13, 2007 letter.

The Ramona Band of Cahuilla Indians is concerned about the protection of unique and irreplaceable cultural resources, such as Cahuilla village and burial sites and archaeological items that may be displaced by ground-disturbing work associated with any project within the aboriginal homelands of the Cahuilla people.

The Ramona Band of Cahuilla Indians is also concerned about the proper and lawful treatment of any cultural or ceremonial items, Native American human remains, or sacred items discovered during planning and/or construction of the project.

At this time, the Ramona Band of Cahuilla Indians has no information to provide regarding cultural resources that may be located within the project area. However, the Ramona Band of Cahuilla Indians reserves the right to provide comments regarding the Project upon review of the findings of the cultural resources assessment for the subject property. Please forward a copy of the cultural resources study/investigation of the above referenced property to the address listed above.

The Ramona Band of Cahuilla Indians appreciates the opportunity to consult regarding the proposed project.

Sincerely,

John A. Gomez, Jr
Cultural Resources Coordinator
Ramona Band of Cahuilla Indians

RECEIVED JUL 11 2007

TELEPHONE LOG

Name	Tribe/Affiliation	Phone	Comments
Anthony Andreas	Cahuilla	June 22, 2007; 3:10 pm June 26, 2007; 4:35 pm	No answer: phone number disconnected
Anthony Madrigal, Jr.,	Cahuilla Band of Indians	None	Maurice Chacon will respond on behalf of the tribe.
Maurice Chacon, Cultural Resources Coordinator	Cahuilla Band of Indians	June 22, 2007; 3:20pm June 26, 2007; 4:15pm June 27, 2007; 2:10pm	Left messages; no response to date.
Britt Wilson, Environmental Coordinator	Morongo Band of Mission Indians	None	An e-mail was received from Mr. Wilson on June 13, 2007. (Copy attached)
Joseph Hamilton, Vice-Chairman	Ramona Band of Cahuilla Mission Indians	None	John Gomez responded on behalf of the tribe. (See below)
John Gomez, Jr., Cultural Resources Coordinator	Ramona Band of Cahuilla Mission Indians	June 22, 2007; 3:23pm June 26, 2007; 4:20pm	Mr. Gomez responded in a letter dated July 5, 2007. (Copy attached)
John Marcus, Chairman	Santa Rosa Band of Mission Indians	None	Andrea Candellaria responded on behalf of the Tribe. (See below)
Andrea Candellaria, Tribal Receptionist	Santa Rosa Band of Mission Indians	June 22, 2007; 3:30pm	Andrea Candellaria stated that the Tribe had no specific concerns at this time regarding the project area but would reserve the right to be notified of any cultural resources discovered during ground-disturbing activity.

APPENDIX 3

SITE RECORDS
(Confidential)

APPENDIX D

Biological Resources Survey Report

Biological Survey Report: City of Banning Wastewater Treatment Plant Expansion and Phase I Recycled Water System

The City of Banning proposes to expand its 3.6 mgd wastewater treatment plant (WWTP) and construct a recycled water storage and distribution system in accordance with the Banning Recycled Water Master Plan. The capacity of the existing WWTP, on approximately 126 acres of land, would expand from 3.6 mgd to 5.1 mgd. The additional 1.5 mgd capacity would include an advanced treatment process using a Membrane Bioreactor (MBR) to produce recycled water. The MBR treatment process would satisfy State of California Department of Health Services (DHS) Title 22 water quality requirements without filtration. Expansion of the treatment plant would occur primarily on approximately 16 acres of undeveloped land west of the existing WWTP. Expansion of the WWTP and installation of a recycled water system would necessitate ground disturbance at three locations:

- From an existing, capped water well (Well R1) northeast of the WWTP to the existing WWTP;
- A 9.5-acre undeveloped field immediately west of the existing WWTP; and,
- Along paved streets between the WWTP on the eastern side of town and Sunset Avenue on the west side of Banning, and between Sunset Avenue and the eastern side of the Sun Lakes residential development.

Survey Techniques

On April 4, 2007, Mr. John Moeur, Terrestrial Ecologist and Principal Scientist (Parsons), examined the proposed sites for the various components of the WWTP expansion and recycled water system. A broad characterization of the project biological study area was deemed sufficient initially, rather than quantitative descriptions derived from systematic sampling techniques. For these reasons, a pedestrian survey was combined with windshield observations, as appropriate.

The site of Well R1, the undeveloped field, and a diagonal route between Sunset Avenue and Westward Avenue were walked. Other project components could be seen adequately from a slow-moving vehicle. The study area includes approximately 1.3 acres (0.54 hectares [h]) around the site of Well R1, 9.5 acres (3.83 h) of vacant field just west of the treatment plant, about 14.3 acres (5.78 h) along the diagonal between Sunset Avenue and Westward Avenue. The proposed alignment for the recycled water pipeline is composed of various paved streets with minimal to no biological value, as any plants were growing through asphalt pavement.

Formally Protected Species

Records kept by California Department of Fish and Game (CDFG) as the California Natural Diversity Database (CNDDB) (2003) reflect previous biological collections and observations that display collection locales. Such information can indicate land areas possibly still inhabited by protected species.

The United States Fish and Wildlife Service (USFWS) identified 16 federally protected species known to inhabit locales in the general region of the City of Banning (see attached letter dated September 14, 2007). With the exception of Stephen's kangaroo rat and mountain yellow-legged frog, none of these species occur any closer than 3 miles from the project site (most are known only from very considerably farther away than 3 miles from the project site).

Stephen's kangaroo rat (*Dipodomys stephensi*), of the rodent (Family Heteromyidae) is listed as endangered by the USFWS and threatened by the CDFG. Stephen's kangaroo rat generally occurs in annual and perennial grasslands dominated by brome grasses and filaree, but has also been found to inhabit sparse coastal sage scrub, scrub mixed with chamise, or sagebrush plant assemblages. This

small mammal prefers areas with well-drained, gravelly or sandy soil for digging their burrows, but will also burrow in firm soils. Stephen's kangaroo rat has been recorded on the Five Bridges housing site.

Yellow-legged frog (*Rana mucosa*), a true frog (Family Ranidae) is listed by the USFWS as endangered, but does not have formal listing by the CDFG. This species always occurs very near water. The instance (CNDDB EOIndex № 42456) which maps within 0.25 mile of the study area is from a collection made in 1925 at a vaguely described locale. The species possibly has been extirpated from this locale. The mapped occurrence (shown as 1.0 mile in radius) would intersect the project study area only along Lincoln Street at about San Gorgonio Avenue.

Sensitive Species

In the extent of the project study area between well R1 on the eastern side of Banning and the Sun Lakes residential development on the west, CNDDB records show locales of seven other species thought to be declining in their abundance or being restricted from their historic range. While most have been termed California Species of Concern, none has formal status under either the federal or the state Endangered Species Act. These seven species are: Yucaipa onion (*Allium marvinii*), Plummer's mariposa lily (*Calochortus plummerae*), northwestern San Diego pocket mouse (*Chaetodipus fallax fallax*), mesa horkelia (*Horkelia cuneata puberula*), Los Angeles pocket mouse (*Perognathus longimembris brevinasus*), western spadefoot toad (*Spea hammondii*), and the American badger (*Taxidea taxus*).

Twelve additional sensitive species were reported (Impact Sciences, 2006) from the western portion of the present study area during biological surveys conducted for the Five Bridges residential development. CNDDB archives do not record these species in this geographic area (not an uncommon circumstance). Most are birds of special concern: Cooper's hawk (*Accipiter cooperii*), sharp-shinned hawk (*Accipiter striatus*), Bell's sage sparrow (*Amphispiza belli*), golden eagle (*Aquila chrysaetos*), burrowing owl (*Athene cunicularia*), California horned lark (*Eremophila alpestris actia*), northern harrier (*Circus cyaneus*), and loggerhead shrike (*Lanius ludovicianus*). Two mammals and two reptiles were also identified: the pallid San Diego pocket mouse (*Chaetodipus fallax pallidus*), San Diego black-tailed jack rabbit (*Lepus californicus bennettii*), coastal western whiptail (*Aspidoscelis tigris stejnegeri*), and coast San Diego horned lizard (*Phrynosoma coronatum blainvillei*), respectively.

Site for Well R1

The Well R1 site, approximately 1.3 acres in size within the Banning WWTP property fence line, has been partially cleared. The ground around Well R1 has been scraped flat. An existing dirt road provides access to percolation ponds and Well R1. The well's casing protrudes from the ground at coordinates 11S 0514386E 3753048N (UTM NAD 1983). Although the dirt road is heavily traveled, this area is characterized by presence of buckwheat (*Eriogonom fasciculatum*), filaree (*Erodium* sp.), and mustard (*Brassica* sp.). Lark sparrow (*Chondestes grammacus*), western kingbird (*Tyrannus verticalis*), killdeer (*Charadrius vociferous*), and jack rabbit (*Lepus californicus*) were observed on April 4, 2007. These jack rabbits may belong to the sensitive subspecies (*L. californicus bennettii*) given this location and occurrences just a few miles west as recorded by CNDDB. Small burrows west of the well may be used by pocket mouse species. The area may potentially serve as habitat for three other species considered sensitive by the California Natural Diversity Data Base (CNDDB): pallid San Diego pocket mouse, Los Angeles pocket mouse and coast San Diego horned lizard. None of these three California Species of Special Concern (CSC) were observed on April 4, 2007.

Undeveloped Field West of WWTF

The proposed expansion site west of the existing Banning WWTP is generally flat, about 9.5 acres in size, and was planted with domestic olive trees as hedgerows (*Olea europaea*) along two sides of the field. The property is mowed twice yearly. Vehicular traffic along a perimeter road into the Banning Animal Shelter crosses the parcel near its southern boundary. Plants found on the site include California croton (*Croton californicus*), mustard, yellow fiddleneck (*Amsinckia* sp.), sun cup (*Camissonia* sp.) and annual grasses. Common raven (*Corvus corax*), American crow (*Corvus brachyrhynchos*),

and numerous burrows dug by California ground squirrel (*Spermophilus beecheyi*) were observed on the site on April 4, 2007. No burrowing owls were seen flying or posting on dirt mounds on April 4, 2007, and no ground squirrel burrow had indirect evidence of burrowing owls that may inhabit this site.

Pipeline Route Along Paved Residential Streets

The proposed recycled water pipeline corridor from the Banning WWTP to Sunset Avenue would be constructed entirely on paved surfaces, primarily in residential areas. A natural gas pipeline and water supply line are located beneath Lincoln Street (and other streets along this route). Annual, introduced grasses were visible in vacant areas between houses, as were ground squirrel burrows. No species but those common to urban areas were noted.

Alignment Along Westward Avenue

The proposed recycled water pipeline corridor from Sunset Avenue to the Sun Lakes housing area would be constructed on a gravel surface comprising the extension of Westward Avenue. This access road experiences frequent vehicular traffic and bisects the proposed Five Bridges housing property. Although a corridor south of the roadway is fenced, this property is used for cattle grazing. Utility lines (gas and fiber optics) are located on the north side of Westward Avenue, with an aboveground, suspended sewage pipe crossing to the south side of the roadway near Smith Creek. A series of bridges provide the roadway over the large wash. Wildlife observed on April 4, 2007 included Say's phoebe (*Sayornis saya*), mourning dove (*Zenaida macroura*), European starling (*Sturnis vulgaris*), Brewer's blackbird (*Euphagus cyanocephalus*), crow, raven, and turkey vulture (*Cathartes aura*). Although evidence of pocket gopher (*Thomomys bottae*) was observed, the dirt shoulders of the road contain no biological resources of concern.

Undeveloped land north of Westward Avenue was surveyed for the Five Bridges residential development, and evidence of Stephens' kangaroo rat were observed there. CNDDB records also show areas mapped as inhabited by *D. stephensi* (Fig. 1). A possible route across this currently undeveloped acreage was examined on April 4, 2007 looking particularly for burrows probably dug by heteromyid rodents. Four such burrows were found. All are in the general vicinity of mapped local distribution of Stephen's kangaroo rat (Fig. 1). No sign of burrowing owls was found anywhere along the diagonal alignment. A cluster of large gums trees (*Eucalyptus* sp.), mature willows (*Salix goodingii*), and mule fat (*Baccharis salisifolia*) grows where this diagonal route would cross Pershing Creek. The grove of trees constitutes an island of arboreal habitat in an otherwise spare tract. A number of bird species were present and active there at mid-day. Tracks of several native mammals species were also seen there.



Fig. 1. Location of four burrows (yellow Xs) close to a diagonal route (blue) across undeveloped land north of Westward Avenue. Irregular polygon (orange) shows land occupied by Stephen's kangaroo rat, as recorded by CNDDB. Magenta oval denotes large trees populated by a variety of bird species.

This diagonal route should be avoided in favor of the north shoulder of Westward Avenue between Sunset Avenue and the Sun Lakes Development. The diagonal route is not being considered for the recycled water pipeline at this time.

Conclusion

Two federally listed species and eighteen sensitive species have been recorded historically in the general vicinity of the proposed recycled water pipeline and water treatment facilities as proposed by the City of Banning. No listed species were evident in the project study area where proposed trenches would be excavated. The site of the water treatment facility west of the existing plant has no signs of any species of concern.

Installation of pipelines along existing roads would have no adverse consequence to any listed species or California species of special concern.

No need for formal coordination with agencies would arise as all effects of ground disturbance would occur in either existing paved streets through residential neighborhoods of Banning, along the manufactured and maintained shoulders of compacted gravel roads used regularly for operational purposes, or on a vacant tract of land adjacent to the exiting treatment facility. As no foreseeable adverse affects would be anticipated, no mitigation would be required to compensate for project effects to biological resources.

Bibliography

California Department of Fish and Game, Biogeographic Data Branch. 2003. California Natural Diversity Database (CNDDB). RareFind, commercial version 3.1.0, February 2007.

Impact Sciences, Inc., 2006. Draft Environmental Impact Report (EIR) Five Bridges Specific Plan. November.

United States Department of the Interior

FISH AND WILDLIFE SERVICE
Ecological Services
Carlsbad Fish and Wildlife Office
6010 Hidden Valley Road
Carlsbad, California 92011

In Reply Refer To:
FWS-WRIV-5469.1

SEP 14 2007

Rosemarie Crisologo
Parsons
100 W. Walnut Street
Pasadena, California 91124

Subj: Species List for the Proposed Waste Water Treatment Plant Expansion and Phase I Recycled Water System, City of Banning, Riverside County, California.

Dear Ms. Crisologo:

This letter is in response to your written request, received on September 05, 2007, for information on federally endangered, threatened, proposed, and candidate species that occur in the vicinity of the proposed wastewater treatment expansion and recycled water system that includes pipelines, pumps, a skimmer, and storage reservoirs. The proposed project is located in the City of Banning at 2242 East Charles Street and includes a pipeline that would be constructed west along Charles Street, north on Hathaway Street, west on Lincoln Street, south to an unpaved access road terminating at the Sun Lakes housing development. To assist you in evaluating the potential occurrence of federally listed endangered, threatened, proposed, and candidate species that may occur in the vicinity of the area identified, we are providing the enclosed list.

The proposed project is located within the plan area for the Western Riverside County Multiple Species Habitat Conservation Plan (MSHCP). The MSHCP provides for the long-term conservation and management of habitat for many federally listed and sensitive species in the region while authorizing certain impacts to these species. The City of Banning is signatory to the MSHCP, and therefore, will need to conduct this project consistent with the provisions of the MSHCP.

If the proposed project is authorized, funded, or carried out by a Federal agency and may affect a listed species, then the Federal agency must consult with us, pursuant to section 7 of the Endangered Species Act of 1973 (Act), as amended (16 U.S.C 1531 *et seq*).

Although we have provided a list of federally listed endangered, threatened, proposed, and candidate species that may occur in the vicinity of the proposed action, we do not have site-specific information for the project area. Therefore, we recommend that project proponents seek assistance from a biologist familiar with the habitat conditions and associated species in and around the proposed project site to assess the actual potential for direct, indirect and cumulative impacts likely to result from the proposed activity.

TAKE PRIDE IN AMERICA

Rosemarie Crisologo (FWS-WRIV-5469.1) 2

If you have any questions regarding this letter, please contact Kathleen Pollett of this office at (760) 431-9440, extension 357.

Sincerely,

for Karen A. Goebel
Assistant Field Supervisor

enclosure

Federally Endangered, Threatened, Proposed, and Candidate Species and Critical Habitat that May Occur in the Vicinity of the City of Banning WWTP Expansion and Phase I Recycled Water System, Riverside County, California
September 14, 2007

Common Name	Scientific Name	Federal Status	Critical Habitat in Vicinity
Crustaceans			
Riverside fairy shrimp	*Streptocephalus woottoni*	endangered	-
vernal pool fairy shrimp	*Branchinecta lynchi*	threatened	-
Plants			
Munz's onion	*Allium munzii*	endangered	-
San Diego ambrosia	*Ambrosia pumila*	endangered	-
thread-leaved brodiaea	*Brodiaea filifolia*	threatened	-
slender-horned spineflower	*Dodecahema leptoceras*	endangered	-
Santa Ana River woolly-star	*Eriastrum densifolium ssp. sanctorum*	endangered	-
Slender-horned spineflower	*Dodecahema leptoceras*	endangered	-
Spreading navarretia	*Navarretia fossalis*	threatened	-
Birds			
southwestern willow flycatcher	*Empidonax traillii extimus*	endangered	-
least Bell's vireo	*Vireo bellii pusillus*	endangered	-
coastal California gnatcatcher	*Polioptila californica*	threatened	-
Mammals			
Stevens' kangaroo rat	*Dipodomys stephensi*	endangered	-
Amphibians			
arroyo toad	*Bufo californicus*	endangered	-
mountain yellow-legged frog	*Rana muscosa*	endangered	-
Insects			
Quino checkerspot butterfly	*Euphydryas editha quino*	endangered	-

APPENDIX E

Mitigation Monitoring and Reporting Program

MITIGATION MONITORING AND REPORTING PROGRAM: CITY OF BANNING WASTEWATER TREATMENT PLANT EXPANSION AND PHASE I RECYCLED WATER SYSTEM

Section 21081.6 of the Public Resources Code, enacted by passage of AB 3180 (Cortese Bill), requires public agencies approving projects with significant environmental impacts to adopt a Mitigation Monitoring and Reporting Program. This objective of the program is to ensure that mitigation measures adopted to avoid or mitigate potentially significant environmental impacts are implemented. Section 21081.6 of the Public Resources Code requires all state and local agencies to establish monitoring and reporting programs whenever approval of a project relies upon a mitigated negative declaration or an environmental impact report (EIR). In accordance with these requirements, this mitigation monitoring and reporting program has been prepared to ensure that mitigation measures identified in the Initial Study/Mitigated Negative Declaration for the Wastewater Treatment Plant Expansion and Phase I Recycled Water System (or subsequent revisions thereto), are implemented in an effective and timely manner, and that identified impacts are avoided or mitigated to a level of insignificance. This program provides a discussion of parties responsible for the mitigation program, and a detailed discussion of monitoring and reporting procedures for the mitigation.

I. RESPONSIBLE PARTY

The City of Banning Water/Wastewater Utilities Department (City) will be responsible for implementing and reporting of the mitigation measures in this mitigation program. This agency will be responsible for construction management and oversight, and will ensure that mitigation measures are properly carried out by designated and qualified personnel, which may include specialty contractors.

II. MITIGATION REQUIREMENTS

The Proposed Project includes construction to expand the existing wastewater treatment plant (WWTP) by 3.6 million gallons per day, install new pipeline to transport recycled water, construct a pump station and a storage reservoir for recycled water. Based on the findings of the Initial Study, a total of ten (10) mitigation measures are required for biological and cultural resources, while four (4) construction best management practices are recommended for air quality and hydrology/water quality. Potentially significant impacts and specific mitigation measures are described on Table 1.

III. SCHEDULE AND REPORTING FREQUENCY

Monitoring of mitigation activities will be documented on a Mitigation Monitoring Report form (see Exhibit A). This form will be filled out by the appropriate individual in the event an inadvertent discovery of archaeological materials, paleontological materials, or human remains are found. Monitoring reports will be submitted to the City, retained in the City's project files, and be available for inspection upon request. Completion of these forms will demonstrate and document compliance with Public Resources Code 21081.6.

Table 1. Summary of Environmental Impacts and Mitigation Measures

Resource Area	Potentially Significant Impact	Mit. No.	Mitigation Measure	Frequency of Reporting	Significance After Mitigation
Aesthetics	None.	---	None required.	---	---
Agricultural Resources	None.	---	None required.	---	---
Air Quality	None.	1	The best management practice of watering for dust control is recommended.	---	---
Biological Resources	Potential to interfere with movement of small animals	2	The following mitigation measures will be incorporated into project design and planning to avoid or minimize habitat disturbance: • *Pipeline design will be limited to the disturbed shoulders of the existing roadway along Westward Avenue. Placement of recycled water pipeline in any washes or creeks will be avoided.*	Upon 100% design completion and during construction	Less than significant
		3	• *A qualified biologist will be present during trenching to monitor ground disturbance to ensure that construction vehicles do not stray north of Westward Avenue into grasslands of marginal quality but where kangaroo rat burrows might occur north of the project site.*	During construction	Less than significant
		4	• *Pipeline installation along Westward Avenue from Sunset Avenue to the Sun Lakes housing area would be conducted by minimizing the width of the trench corridor to less than 5 feet, wherever possible.*	Upon 100% design completion and during construction	Less than significant
		5	• *Construction laydown and staging areas would be sited along nearby paved road surfaces and would not be located upon any undisturbed, natural areas.*	Upon 100% design completion and during construction	Less than significant
		6	• *To avoid potential impacts, construction work limits would be clearly designated on construction plans and specifications.*	Upon 100% design completion and during construction	Less than significant
		7	• *To retain native plant material, any topsoil removed from the site would be stockpiled, covered and replaced on-site, as much as possible. During pipeline construction, any non-paved areas that are trenched would be returned to their original condition following pipeline installation.*	Upon 100% design completion and during construction	Less than significant

Table 1. Summary of Environmental Impacts and Mitigation Measures (Cont'd)

Resource Area	Potentially Significant Impact	Mit. No.	Mitigation Measure	Frequency of Reporting	Significance After Mitigation
Cultural Resources	Construction activities may encounter previously undiscovered archaeological resources	8	• *The pipeline from Well R1 to the Banning WWTP would be aligned to avoid Site 33-18208. The City would ensure that a qualified archaeological monitor flags the boundaries of the site prior to any groundwork, and that the monitor is present during pipeline trenching at this location. In lieu of avoiding the site, the City may also conduct an archaeological testing and evaluation program for Site 22-16208 as described in the Cultural Resources Survey Report (July 20, 2007) for this project.*	Upon 100% design completion and during construction	Less than significant
		9	• *In the event any archaeological materials or subsurface deposits are unearthed during earthmoving activities, the construction contractor would cease activity in the affected area (e.g., redirect activities into another area) until the discovery can be evaluated by a qualified archaeologist or historic resources specialist, as required, and appropriate treatment measures implemented.*	Upon 100% design completion and during construction	Less than significant
	Construction earthmoving activities and unauthorized collection of fossil remains by construction personnel	10	To avoid potential impacts to paleontological resources, the District would ensure that the two mitigation measures described above are incorporated into project planning (these measures would restrict ground disturbance to specified work areas), and the following mitigation would be implemented during construction: • *In the event paleontological resources are encountered during earthwork, the construction contractor would cease activity in the affected area (e.g., redirect activities into another area) until a qualified paleontologist can evaluate the discovery, and implement appropriate treatment measures. The paleontologist would determine if the paleontological material should be salvaged, identified and permanently preserved. Curation of specimens into an accredited museum repository would be conducted by a qualified paleontologist, who would also prepare a report of findings for the City of Banning.*	Immediately upon discovery	Less than significant

Table 1. Summary of Environmental Impacts and Mitigation Measures (Cont'd)

Resource Area	Potentially Significant Impact	Mit. No.	Mitigation Measure	Frequency of Reporting	Significance After Mitigation
Cultural Resources (Cont'd)	Construction activities encountering human remains	11	To avoid potential impacts to human remains that may be buried beneath the surface in the work area, the City would ensure that the following mitigation measure is implemented: • *In the event human remains are encountered during project construction, the Riverside County Coroner shall be contacted to determine whether or not investigation of the cause of death is required. In the event the remains are Native American in origin, the Native American Heritage Commission shall be contacted to determine necessary procedures for protection and preservation of remains, including reburial, as provided in the CEQA Guidelines, Section 15064.5(e).*	Immediately upon discovery	Less than significant
Geology and Soils	None.	---	None required.	---	---
Hazards and Hazardous Materials	None.	---	None required.	---	---
Hydrology and Water Quality	None.	12	Three construction best management practices for erosion control would be implemented during construction of project facilities to minimize the potential for sediment to be picked up and transported off-site by runoff. • *Standard erosion control measures would include stockpiling and covering topsoil, as well as best management practices to prevent water quality impacts.*	Upon 100% design completion and during construction	Less than significant
		13	• *Construction equipment would not be rinsed off on-site or in such a manner as to adversely impact Smith Creek along the southern boundary of the project site.*	Upon 100% design completion and during construction	Less than significant
		14	• *Construction materials would be covered and stored in contained areas away from any drainage areas. Construction materials would be covered and stored in contained areas away from any drainage areas.*	Upon 100% design completion and during construction	Less than significant

Table 1. Summary of Environmental Impacts and Mitigation Measures (Cont'd)

Resource Area	Potentially Significant Impact	Mit. No.	Mitigation Measure	Frequency of Reporting	Significance After Mitigation
Land Use and Planning	None.	---	None required.	---	---
Mineral Resources	None.	---	None required.	---	---
Noise	None.	---	None required.	---	---
Population and Housing	None.	---	None required.	---	---
Public Services	None.	---	None required.	---	---
Recreation	None.	---	None required.	---	---
Transportation/Traffic	None.	---	None required.	---	---
Utilities and Service Systems	None.	---	None required.	---	---
Mandatory Findings of Significance	None.	---	None required.	---	---

EXHIBIT A

MITIGATION MONITORING REPORT FORM

MITIGATION MONITORING REPORT

SECTION 21081.6 PUBLIC RESOURCES CODE

City of Banning **Water/Wastewater Utilities Department** **176 E. Lincoln Street** **Banning, California 92220**	Page ____ of ____
Facility	Project **WWTP EXPANSION AND PHASE I RECYCLED WATER SYSTEM**
Location	File No.

Mitigation Measure No. _____
Mitigation Description:

Monitoring Frequency	Reporting Requirement

Remarks

The information contained in this report is an independent evaluation based on my personal observations and information provided to me. In accordance with Section 21081.6 of the California Public Resources Code, I hereby certify under penalty of perjury that the information contained herein is true and correct to the best of my knowledge.

Name of Person Completing Form _____ Title _____

Signature _____ Date Signed _____

Form Received by: _____ Signature: _____

Title: _____ Department/Division: _____ Date Rec'd: _____

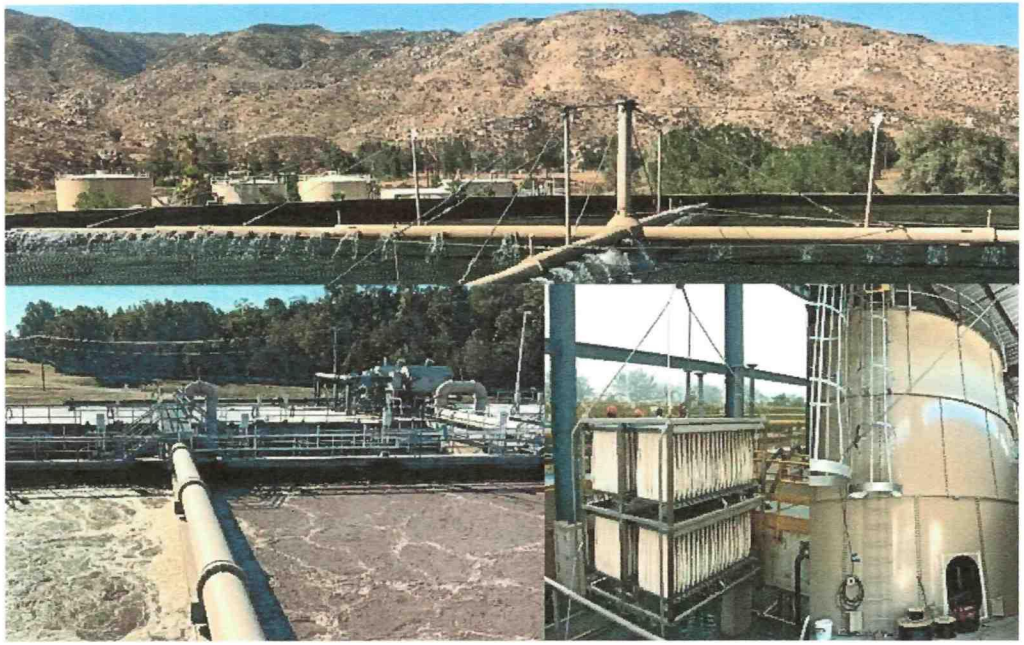
Compliance Acceptance:	☐Yes ☐ No	Date Rec'd by Report Recipient: _____
Mitigation Completed:	☐Yes ☐ No	Date Completed: _____
Monitoring Completed:	☐Yes ☐ No	Date Completed: _____

Attach additional sheets if necessary.

City of Banning

Wastewater Treatment Plant and Recycled Water Upgrades Feasibility Study (Revision 1)

January 5, 2024



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List of Abbreviations

ADD – average day demand
AFY – acre-feet per year
BMP – best management practice
BMZ – Beaumont Management Zone
CEQA – California Environmental Quality Act
CIP – capital improvement plan
CWSRF – Clean Water State Revolving Fund
DDW – State Water Resources Control Board, Division of Drinking Water
DWR – California Department of Water Resources
ETo – evapotranspiration
FONSI – Finding of No Significant Impacts
gpm – gallons per day
GSAs – Groundwater Sustainability Agencies
GSPs – Groundwater Sustainability Plans
IS-MND – Initial Study-Mitigated Negative Declaration
MBR – membrane bioreactor
MCL – maximum contaminant level
MGD – million gallons per day
MWC – Banning Heights Mutual Water Company
NEPA – National Environmental Policy Act
NTU – nephelometric turbidity unit
O&M – operation and maintenance
RO – reverse osmosis
RWQCB—Colorado River Basin Regional Water Quality Control Board
SGMA – Sustainable Groundwater Management Act
SGPWA – San Gorgonio Pass Water Agency
STMZ – San Timoteo Management Zone
SWP – California State Water Project
SWRCB – State Water Resources Control Board
TDS – total dissolved solids
TN – total Nitrogen
US EPA – United States Environmental Protection Agency
UVAOP – ultraviolet advanced oxidation
WDRs – waste discharge requirements
WIFIA – Water Infrastructure Finance Innovation Act
WWTP – City of Banning Wastewater Treatment Plant

EXECUTIVE SUMMARY

The City of Banning (City) has prepared this feasibility study to support a grant application for WaterSMART: Title XVI WIIN Act Water Reclamation and Reuse Projects for Fiscal Years 2023 and 2024 per Funding Opportunity Announcement No. R23AS00464. This study evaluates the feasibility of upgrading the City's Wastewater Treatment Plant (WWTP) to tertiary disinfected recycled water standards for non-potable reuse under the terms of the U.S. Bureau of Reclamation (USBR) Water Reclamation and Reuse (Title XVI) program. This study is structured to follow the Bureau of Reclamation Manual, Directives and Standards, "WTR 11-01."

The existing WWTP consists of preliminary treatment, primary treatment, secondary treatment, solids handling, disinfection (currently not in use), and evaporation/percolation ponds. The WWTP effluent is currently in compliance with discharge requirements, but it requires significant upgrades to comply with impending water quality discharge limits by the Regional Water Quality Control Board (RWQCB). In addition, the Trickling Filters, which perform secondary treatment, have reached their end of life. WWTP effluent discharges to percolation ponds that recharge into the Cabazon Groundwater Basin but is not entirely extracted by Banning - the percolated water flows to other water agencies located downgradient.

The proposed Wastewater Treatment Plant and Recycled Water Upgrades Project (Project) evaluated by this study consists of three phases: I) upgrading the existing WWTP to recycled water standards and building pipelines to connect the WWTP to customers currently using ground water from non-potable wells, II) building pipelines to connect the WWTP to the future recycled water customers, and III) building pipelines to connect the WWTP to a groundwater recharge basin upgradient of the Cabazon storage unit. Phase I will be implemented in the near term, and Phases II and III will be implemented in the long-term. Phases II and III are not included in this Feasibility Study for clarity. The City has only requested funding for Phase I in the WaterSMART funding application but will seek additional funding for Phases II and III in the future and will provide an updated Feasibility Study at that time.

Currently, there are no non-potable recycled water uses that have been implemented in the City. By implementing both project components, non-potable reuse and indirect potable reuse, the supply and usage of locally sourced non-potable water supply will increase by an estimated 4,035 AFY (3.6 MGD) of recycled water.

The City relies upon purchasing water from the San Gorgonio Pass Water Agency (SGPWA) for groundwater recharge. The increased supply of local non-potable water supplies produced from this Project would decrease demands on the SGPWA, and on its supplier, the California State Water Project, thereby reducing diversions from natural watercourses in the Sacramento-San Joaquin Delta. The Project also provides non-quantifiable benefits including improving non-potable water supply reliability and drought resiliency.

1. INTRODUCTION

1.1 Prelude

The proposed Wastewater Treatment Plant and Recycled Water Upgrades Project (Project) is the subject of this feasibility study, which supports a grant application for WaterSMART: Title XVI WIIN Act Water Reclamation and Reuse Projects for Fiscal Years 2023 and 2024 per Funding Opportunity Announcement No. R23AS00464. This study is structured to follow the Bureau of Reclamation Manual, Directives and Standards, "WTR11-01," which was intended for reclamation projects. The purpose is to evaluate Project feasibility under the terms of the U.S. Bureau of Reclamation (USBR) Water Reclamation and Reuse (Title XVI) program.

The Project evaluated by this study involves upgrading the existing Wastewater Treatment Plant (WWTP) at the City of Banning (City) to Title 22 standards for recycled water use.

At this time, effluent from the WWTP meets the effluent water quality discharge requirements. However, the WWTP will not be able to meet the impending discharge limits proposed by the Colorado River Basin Regional Water Quality Control Boad (RWQCB). In addition, many treatment facilities at the plant have reached the end of their useful life. WWTP effluent is currently discharged to percolation ponds that recharge into the Cabazon Groundwater Basin but is not entirely extracted by Banning - the percolated water flows to other water agencies located downgradient.

By replacing existing equipment with new facilities that can treat the water to tertiary disinfected recycled water standards, the WWTP effluent can be used to meet current and future non-potable water demands in the City. This allows the City to both meet the impending RWQCB requirements as well as benefit from their WWTP effluent. These benefits include reducing the City's reliance on imported water and improving the reliability of groundwater for drinking water purposes. Since the City is considered a Disadvantaged Community, a reliable local supply of water will also support City growth and economic development, which are dependent on the availability of water supplies.

1.2 Non-Federal Project Sponsor

The City of Banning is serving as the non-federal project sponsor. The City was incorporated as a Charter City in 1913, pursuant to the California Constitution Article XI and the California Government Code and is governed by an elected five-member council. It is a full-service city, providing water and wastewater services through its Water and Wastewater Utilities Department, under the purview of the City Council.

1.3 Study Area and Project Map

The City of Banning is in the northwestern portion of Riverside County, approximately 25 miles east of downtown Riverside and approximately 30 miles west of the City of Palm Springs. The City

is bounded by the San Bernardino Mountains to the north; Cherry Valley to the northwest; the City of Beaumont to the west and southwest; unincorporated County area to the south; the San Jacinto Mountains to the southeast; and the Morongo Band of Mission Indians and unincorporated community of Cabazon to the east. The City's total land area is 14,848 acres or 23.2 square miles. See Figure 1 on the following page for a map of the City boundaries.

The City's water service area comprises 100 percent of the population residing within the City limits, and a small unincorporated area of Riverside County. The City's Water Service Area comprises about 16,908 acres or 26.4 square miles.

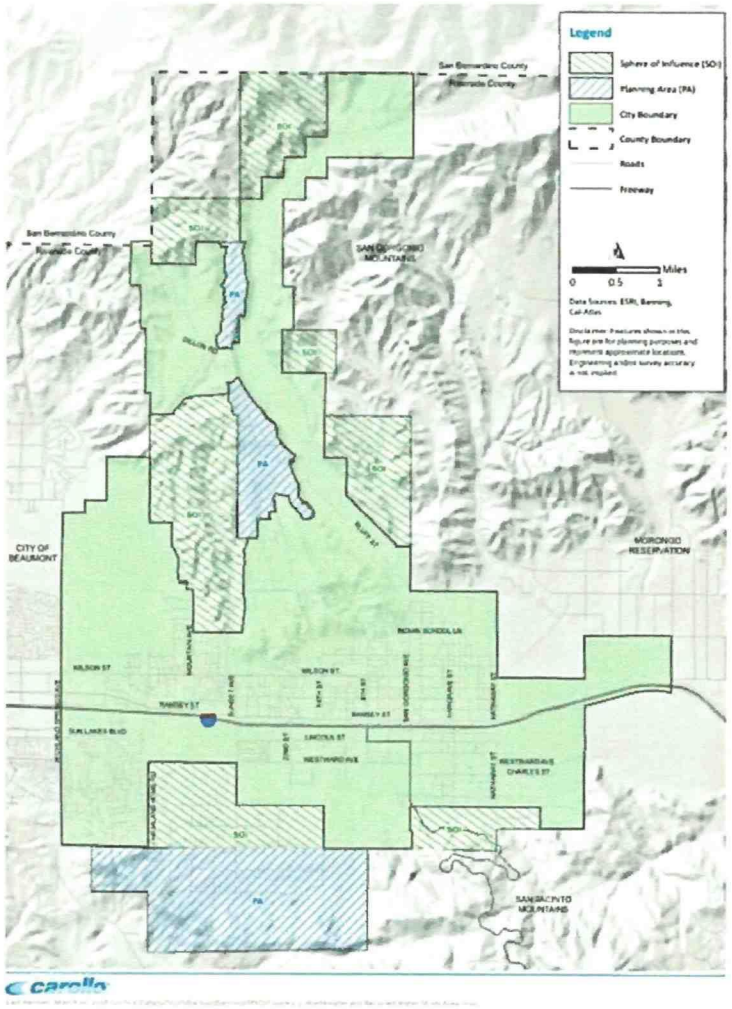
The City is a retail agency and within the San Gorgonio Pass Subbasin portion of the Coachella Valley Groundwater Basin. The City is a member of the San Gorgonio Pass Regional Water Alliance (Alliance). The Alliance was created to identify challenges in water supply and water quality in the region and to improve coordination and communication among local, state, and federal governments and water purveyors and other water resource stakeholders in the San Gorgonio Pass region.

Since 2015, the City has participated in the following two additional agreements:

1. San Gorgonio Integrated Regional Water Management Group, which includes: City of Banning, Banning Heights Mutual Water Company, Cabazon Water District, High Valleys Water District, Riverside County Flood Control and Water Conservation District (CFCWCD), and the San Gorgonio Pass Water Agency.
2. San Gorgonio Pass Subbasin Groundwater Sustainability Agency, which includes: the Desert Water Agency, Banning Heights Mutual Water District, Cabazon Water District, Mission Springs Water District, San Gorgonio Pass Water Agency and the City of Banning.
3. San Timoteo Groundwater Sustainability Agency, which includes: City of Banning, Beaumont-Cherry Valley Water District, City of Redlands, Yucaipa Valley Water District, San Gorgonio Pass Water Agency.

The City participates in the Beaumont Management Zone (BMZ) Maximum Benefits Program, which is under the oversight of the RWQCB and is intended to ensure the long-term sustainability of water quality in the BMZ. Yucaipa Valley Water District, Beaumont Cherry Valley Water District, and City of Beaumont also participate in the program.

Figure 1. City of Banning Project Map (courtesy of 2018 Integrated Master Plan (2018 IMP))



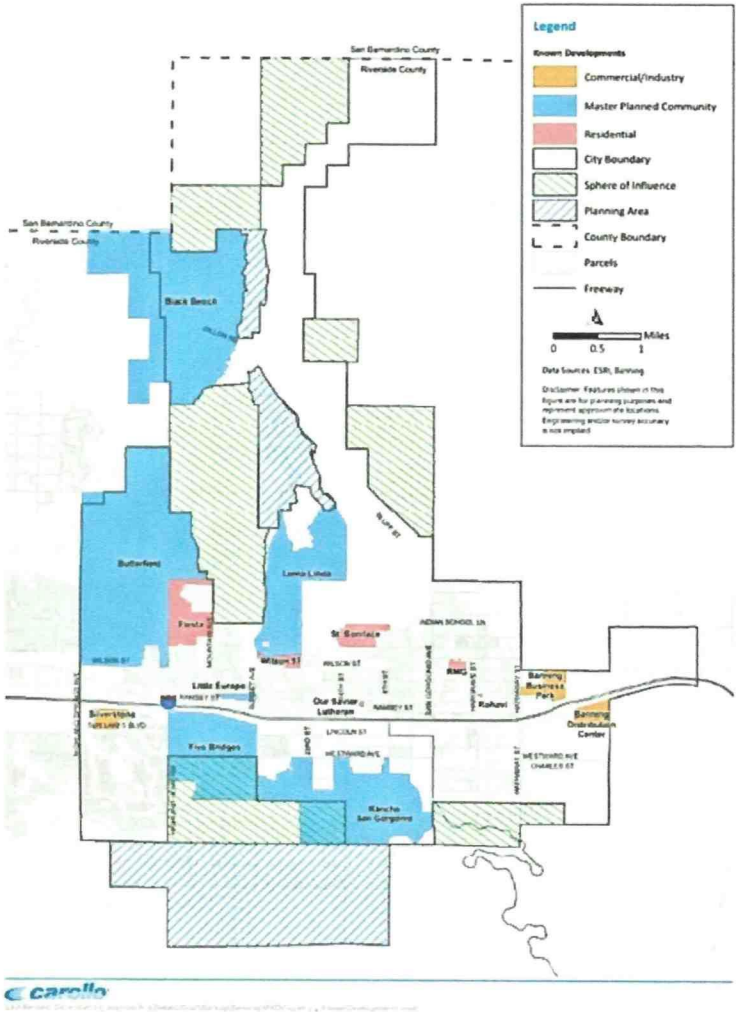
1.3.1 Land Use

The City includes a mixture of residential uses and equestrian estates, combined with more recently planned residential housing developments. The community focal point is an extended commercial downtown stretching along Ramsey Street. Ramsey Street largely parallels Interstate 10; consequently, one can find almost any type of restaurant, bank, or service station here - a wider variety than one would expect in a city of this size. Table 1 provides some basic statistics on current land use and economy for the County of Riverside and the City. Figure 2 on the following page shows the City's known developments, which includes the agricultural, open space, and community areas.

Table 1. Current Land Use & Economic Statistics for Riverside County and City of Banning Land

Item	Riverside County	Banning
Land Area (sq. miles)	7,206 sq. miles	23 sq. miles
Land Area (acres)	4,611,840 acres	14,720 acres
Agricultural Land	263,796 acres	1,200 acres
Developed Land	165,151 acres	428 acres
Population	2,470,546	31,125
Housing Units	857,148	10,991
Median Home Price	$350,100	$234,900
Owner Occupancy Rate	66.3%	65.9%
Employed (16yrs +)	59.7%	44.5%
Median Household Income	$67,005	$42,274
Percent in Poverty	11.3%	20.6%
Manufacturing	$15.1 Billion	$72.8 Million
Agriculture/Crops	$3.9 Billion	N/A
Retail & Wholesale Sales	$43.8 Billion	$248.7 Million

Figure 2. City of Banning – Known Developments (courtesy of 2018 IMP)



1.3.2 Climate

The City is located within the San Gorgonio Pass, which is a transitional zone where coastal climates transition to desert, resulting in significantly differing landscape and geology. The climate can best be characterized by hot, dry summers and short, mild winters. The region receives an average annual rainfall of approximately 19.7 inches, most of which takes place between December and March. Evapotranspiration (ETo) in the area ranges from 7.88 inches in July to 1.94 inches in December.

As the State of California and the Riverside County region has undergone a several-year drought, rainfall has been much lower in the City. Recent ETo and rainfall for the City is listed in Table 2.

Table 2. Recent Climate Characteristics (2022 – 2023)
CIMIS Station 239 (Hemet)
(cimis.water.ca.gov)

Month	Rainfall (in.)	Eto (in.)
Mar (2022)	0.69	2.30
Apr (2022)	0.27	3.15
May (2022)	0.00	4.21
Jun (2022)	0.02	6.14
Jul (2022)	0.00	7.89
Aug (2022)	0.00	7.70
Sep (2022)	0.17	9.16
Oct (2022)	0.25	8.34
Nov (2022)	1.77	6.47
Dec (2022)	1.18	4.65
Jan (2023)	0.91	2.87
Feb (2023)	0.69	2.13
Totals	**5.95**	**65.01**

1.3.3 Population

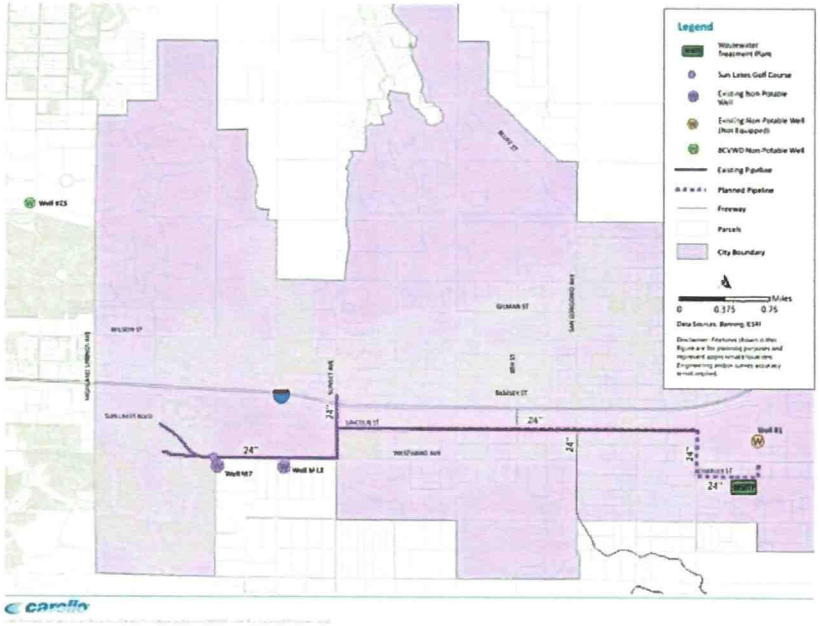
According to the 2020 Census Data, the resident population of the City is 29,528, and estimated to be 30,273 as of July 1, 2021. Since the City's water service area comprises 100 percent of the population residing within the City limits, the total current resident population served by the City's water system is approximately 31,125 persons, including those outside City limits. The City is currently experiencing a peak population, based on State of California Department of Finance estimates. Since the City is a commercial and government-services center for the region, daytime population increases demand for potable water beyond the City's resident population.

1.4 Reclaimed Water Area

There are no non-potable reclaimed water uses that have been implemented in Banning.

Currently, the City's existing non-potable water system delivers water from a non-potable groundwater well, Well M7, to Sun Lakes Country Club for irrigation use. The City has begun constructing a 24-inch diameter pipeline to connect the existing non-potable water pipe to the WWTP. The backbone pipeline is expected to be completed, tested, and accepted by the end of 2023. Once reclaimed water becomes available from the upgraded WWTP, the WWTP will replace Well M7 to serve Sun Lakes Country Club and other irrigation customers as part of this Project. The existing non-potable water system and planned backbone pipeline are shown in Figure 3 below.

Figure 3. City of Banning Reclaimed Water Area (courtesy of 2018 IMP)



2. STATEMENT OF PROBLEM AND NEEDS

2.1 Introduction

This section reviews the City's need for water reclamation, as well as short- and long-term recycled water demands and supplies. This section also includes discussions of sources of additional supplies and water quality concerns.

2.2 Need for Water Reclamation

With climate change bringing on more unpredictable and severe variations in weather which have recently been more frequent, and longer duration droughts in California and the entire Western United States, it is crucial for water agencies to engage in comprehensive planning to develop and implement sustainable sources of water. The effects of drought are clearly demonstrated with the Governor of California declaring a statewide State of Emergency due to drought. The Governor's State of Emergency declaration is accompanied by a call for all state residents to cut down on water use by 15%.

The last severe drought to affect the State occurred only a few years ago between 2012-2017 with 2013-2014 having extraordinarily dry conditions. The current drought may even be on a more dire path as the 2020 water year was the third driest water year on record in the last 127 years. With climate change resulting in hotter, drier summers and reduced precipitation, severe and prolonged droughts are forecast to be a normal part of California's future.

This water reclamation Project will generate sustainable supplies to the City's water supply portfolio that will help Banning better prepare for future water supply challenges.

In addition to drought preparation, water reclamation will help reduce the City's reliance on imported water. Currently, the City has access to imported water from the Sacramento-San Jaquin River Delta in Northern California through the San Gorgonio Pass Water Agency (SGPWA). The Bay Delta water system provides Southern California agencies with over 1 million acre-feet of water annually. According to the City's 2020 Urban Water Management Plan (2020 UWMP), the City purchased an average of 847 acre-feet per year (AFY) per year between 2010 – 2015, and an average of 752 AFY per year between 2015 – 2020 for groundwater recharge. By providing recycled non-potable water from the WWTP to irrigation customers, this will allow the City to rely less on imported water and depend on its local water supply to meet non-potable water demands.

2.3 Current Water Supplies

2.3.1 Water Sources and Supplies

The City currently uses potable water and non-potable water to meet the water needs of its service area. The City's water is obtained entirely from groundwater through nineteen (19) potable groundwater wells, one (1) non-potable groundwater well, and three (3) co-owned wells

with the Beaumont-Cherry Valley Water District (BCVWD). The City also has access to imported water from the Sacramento-San Joaquin River Delta in Northern California through the SGWPA and surface water from the Whitewater River. Both imported and surface water are used to recharge the groundwater aquifers.

Imported Water Sources

The SGPWA is one of 29 agencies in the State that have a State Water Project (SWP) Water Supply Contract with the Department of Water Resources (DWR). These agencies receive an allocation from the SWP each year. SGPWA also acquires water supplies through contracts with other agencies and annual water transfers and exchanges. Currently, as a wholesale agency, SGPWA distributes imported SWP water to three (3) member agencies: the City of Banning, BCVWD, and Yucaipa Valley Water District.

Table 3 shows the City's recent imported water purchases from 2015 to 2020 and compares them to the years 2010 to 2015. As shown in the table, the City purchased an average of 752 AYF per year from 2015 to 2020.

Table 3. Imported Water Purchases, courtesy of the 2020 Urban Water Management Plan (2020 UWMP)

Year	Purchases (AFY)
2015	686
2016	1,477
2017	1,350
2018	500
2019	250
2020	250
2015-2020 Avg.	**752**
2010-2015 Avg. (2015 UWMP)	847

Groundwater Sources

The City is within the boundaries of the Coachella Valley Hydrologic Unit, which encompasses several groundwater basins, including the Coachella Valley Groundwater Basin (Basin), within which the City is located. The Basin extends from Banning to the Salton Sea.

The City is underlain by the San Gorgonio Pass Subbasin (SGP Subbasin) portion of the Basin. The SGP Subbasin is divided into water storage units. The City extracts groundwater from the Banning

Storage Unit, the Banning Bench Storage Unit, the Cabazon Storage, the Beaumont Storage Unit, and the Banning Water Canyon Storage Unit.

Over the past five years of operation, groundwater extraction has averaged 7,513 AFY. Table 4 displays the City's groundwater supplies from 2015 to 2020.

Table 4. Imported Water Purchases, courtesy of the 2020 UWMP

Year	Production (AFY)
2015	6,723
2016	7,035
2017	7,576
2018	7,924
2019	7,226
2020	8,596
Average	**7,513**
2010 – 2015 Avg. (2015 UWMP)	8,246

Currently, the City does not utilize the entire capacity of all of its storage units. The maximum annual amount pumped by the City in the past 10 years is just under 9,000 AFY. Due to the projected developments, the City expects pumping to increase by 25% within 10 years and over 50% by the end of 2045. Table 5 below shows the City's projected water supplies and available volumes.

Table 5. Projected Water Supply Availability in AFY, courtesy of the 2020 UWMP

Year	2025	2030	2035	2040	2045
Basin	Projected (Available)	Projected (Available)	Projected (Available)	Projected (Available)	Projected (Available)
Beaumont Basin[1]	1,491 (1,491)	1,267 (1,267)	1,077 (1,077)	916 (916)	778 (778)
West Banning Basin	1,430 (1,430)	1,430 (1,430)	1,430 (1,430)	1,430 (1,430)	1,430 (1,430)
Cabazon Basin	853 (N/A)	960 (N/A)	1,054 (N/A)	1,136 (N/A)	1,208 (N/A)
Banning Bench	1,055 (1,330)	1,187 (1,330)	1,304 (1,330)	1,330 (1,330)	1,330 (1,330)
Banning Water Canyon	3,679 (3,730)	3,730 (3,730)	3,730 (3,730)	3,730 (3,730)	3,730 (3,730)
Imported Recharge into Beaumont Basin	250	500	1,000	1,750	2,500
Water Supply Deficit[2]	999	2,126	3,156	4,128	4,991
Total Available Local Groundwater Supply	**8,508**	**8,574**	**8,595**	**8,542**	**8,476**
Storage Banked in the Beaumont Basin	**42,169**	**38,422**	**30,291**	**19,510**	**7,622**

Notes:
(1) The City's appropriated water rights will continue to decrease over time due to overlying water rights or demand increases.
(2) The water supply deficit is currently covered by Beaumont storage.

Surface Water

The Whitewater Flume was built to provide water and power to the City and Banning Heights Mutual Water Company (BHWMC). BHWMC utilizes approximately 1,000 AFY of the Whitewater River diversions in the Flume, and the remainder of the diverted water flows into the San Gorgonio River below the Banning Heights Mutual Water Company (BHMWC) extraction point. A portion of the natural runoff and the Whitewater River diversions are diverted into spreading ponds located approximately one mile north of the Banning Bench in order to increase groundwater recharge.

Since 1913, surface water from the Whitewater River has been diverted into the Banning Water Canyon Storage Unit, with an average of 1,500 AFY diverted into Banning Water Canyon since 1961.

Rights to Groundwater

The City's rights to annual groundwater extraction are shown in Table 5. The City will pull the differential amounts between the "Projected" and "Available" from the Beaumont Basin Storage Account. Water recharged (i.e., imported water) in the Beaumont Basin will also be credited in the City's storage account, allowing the "Projected" volume to increase. The City also anticipates that it would recharge more during wet years so that water supply can be available during drought periods when local groundwater levels are impacted.

The amount of "Available" yield not produced in the Beaumont Basin by the Overlying Water Right holders is issued to the retail agencies, with the City of Banning receiving 31.43% of the "Available" yield. The amount of Unused Overlying Water from the Beaumont Basin that will be allocated to the City of Banning is projected to decrease by 15% every five years from 2024 on.

Planned Supply Projects

The City continually reviews practices that will provide its customers with adequate and reliable supplies. Trained staff continue to ensure the water quality is safe and the water supply will meet present and future needs in an environmentally and economically responsible manner. The City coordinates its long-term water shortage planning with SGPWA and other local agencies through the development of their respective UWMPs. The City also meets bi-monthly with the San

Gorgonio Pass Regional Water Alliance, which is comprised of thirteen (13) local water purveyors, to discuss local issues with different agencies.

Any new City water supply projects will be to add, replace, or upgrade wells to support population growth and new development. The projects that have been identified to improve the City's water supply reliability and enhance the operations of the City's facilities include replacement of water meters, fire hydrants, valves, and pipelines and construction of new storage reservoirs.

2.3.2 Wastewater Treatment Plant Flows

The City provides sewer service to the area within City limits and to unincorporated areas of Riverside County that surround the southeast portion of the City. The City of Banning is responsible for the collection, conveyance, treatment, and disposal of wastewater generated within its service area. Municipal wastewater in the City's service area is generated from residential, commercial, and institutional sewer discharges. The City does not currently have any major industrial sewer discharges (i.e., brine). However, there are some cannabis cultivation facilities that will be operational soon, which will need to be monitored and regulated.

The City's wastewater collection system drains primarily from west to east. The wastewater discharged from the City is collected from a network of 112 miles of gravity sewer mains. The local collector sewers discharge into larger sewer trunk mains, then to the Banning WWTP, located in the southeast corner of the City (see Figure 4 on Page 14).

The WWTP has a current capacity of 3.6 million gallons per day (MGD) and is designed to treat wastewater to secondary standards. The WWTP consists of preliminary treatment, primary treatment, secondary treatment, solids handling, disinfection (currently not in use), and evaporation/percolation ponds. The preliminary treatment system consists of a mechanical bar screen, compactor, grit removal system, and cyclone separator. Effluent from the preliminary treatment system is gravity fed to two primary clarifiers. Primary effluent is pumped to two Trickling Filters, each rated for 1.8 MGD. The Trickling Filter effluent is sent to two secondary clarifiers. Secondary effluent flows through a chlorine contact chamber and is then discharged to 10 unlined evaporation/percolation ponds which recharges the Cabazon Groundwater Basin. This recharge is provided only through surface percolation, and no injection wells are used by the City.

Primary and secondary sludge is processed via two primary anaerobic digesters. A second-stage digester is currently used as a sludge holding tank before thickened sludge is sent to the sludge drying beds. Sludge is allowed to dry and then is hauled offsite for final disposal. A gravity thickener was used to thicken secondary sludge but is currently not in service. An overall process schematic of the existing WWTP is shown in Figure 5 on Page 15.

The quantities of wastewater generated are proportional to the City' population and the water used by its residents. The wastewater flows are metered at the influent point to the WWTP. Total wastewater collected in the City between 2018 and 2022 is shown in Table 6.

Table 6. Wastewater Flows Collected in City

Year	Wastewater (AFY)	Wastewater (MGD)
2018	2,259	2.02
2019	2,234	2.00
2020	2,185	1.95
2021	2,226	1.99
2022	2,307	2.06
Average	**2,242**	**2.00**

Due to projected housing developments within the City's service area, wastewater flows are expected to significantly change. Based on review of available data, it was determined that the most accurate forecasting methodology for projected sewer flow included a combination of population and land use flow factors. Table 7 below shows the projected wastewater flows from the years 2023 through 2027:

Table 7. Projected Wastewater Flows Collected in City

Year	Flows (AFY)	Flows (MGD)
2023	2,352	2.10
2024	2,430	2.17
2025	2,520	2.25
2026	2,610	2.33
2027	2,700	2.41

Figure 4. City of Banning Reclaimed Wastewater Treatment Plant Location (courtesy of 2018 IMP)

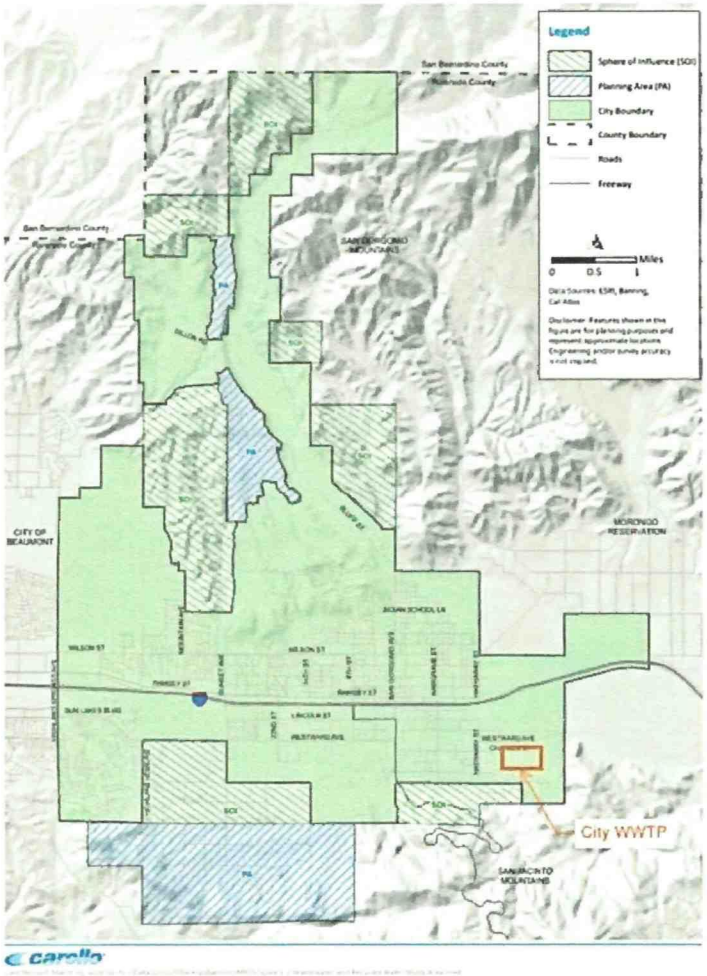
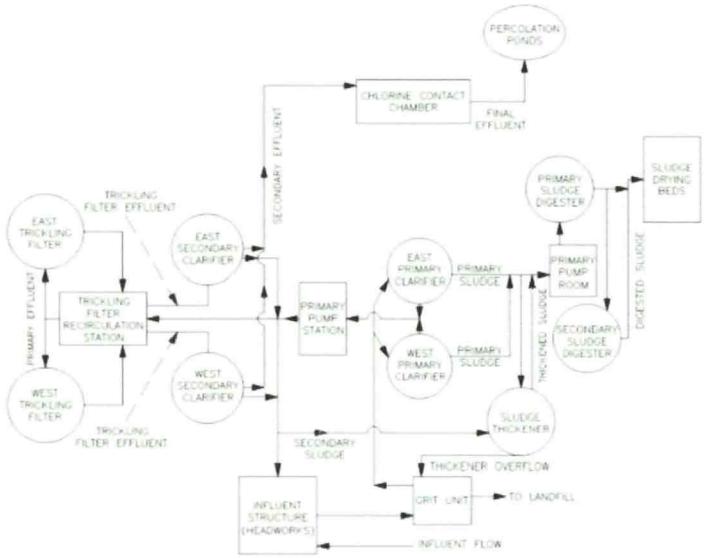


Figure 5. Process Schematic for Existing WWTP



2.3.3 Non-Potable Groundwater Well Capacities

The City has been operating one well (Well M7) and estimates that this well produces an average capacity of approximately 350 gpm. In addition, the City also started to operate a second well (Well M12) in mid-year 2017 with an estimated capacity of approximately 1,000 gpm. A third well (Well NP-1) is located near the WWTP, which was recently equipped. The status and capacities of the wells are summarized in Table 8.

Table 8. Existing City Non-Potable Groundwater Well Capacities

Well Number	Current Status	Future Status	Estimated Capacity (AFY)	Estimated Capacity (MGD)
Well M7	Operational	Potable	560	0.5
Well M12	Operational	Potable	1,568	1.4
Well NP-1	Recently Equipped	Non-Potable	1,344	1.2
Total			**3,472**	**3.1**

As listed in Table 8, the total estimated capacity of the three wells with the addition of Well NP-1 is approximately 3,472 AFY (3.1 MGD) of non-potable water. Although Wells M7 and M12 are both equipped, City staff plans to eventually convert Well M7 and Well M12 over to the potable water system by the end of year 2025 and year 2040, respectively, to supplement the potable water supply. Along with this conversion, it is assumed that Well NP-1 will supplement the recycled water system supply. With only Well NP-1 and Well M12 online by the end of year 2025, the groundwater well supply is estimated to provide up to 2,912 AFY (2.6 MGD) of non-potable water. By the end of year 2040, only Well NP-1 is assumed to be online, which results in a groundwater well supply of 1,344 AF (1.2 MGD). The capacities listed in MGD reflect the assumption that wells would be pumping 24 hours per day.

2.3.4 Recycled Water Production

As mentioned in Section 2.3.1, the Banning WWTP is the only wastewater treatment facility for the City. The WWTP currently provides only secondary treatment, and the treated wastewater does not meet Title 22 Standards. Further, the City does not use any recycled water produced by any other neighboring agencies. Thus, no wastewater has been "recycled" (re-used) within the City's service area from 2019 to 2023, as Table 9 indicates.

Table 9. Recycled Water Produced and/or Used in City

Year	Recycled Water Produced or Used (AFY)
2019	0
2020	0
2021	0
2022	0
2023	0

The amounts indicated in Table 9 above coincide with the projections in the City's 2020 UWMP. That is, the 2020 UWMP did not project any recycled water use through the year 2020.

2.4 Current and Projected Water Demands

2.4.1 Current Water Demands

Annual water consumption from 2016 to 2020 listed in Table 10 range from a high of 8,325 AF in 2020 to a low of 6,712 AF in 2016, with an average of 7,648 AF.

Table 10. City Recent Water Use

Year	Total Consumption (AFY)	Per Capita (GPCD)
2016	6,997	203
2017	7,381	213
2018	7,927	228
2019	7,297	209
2020	8,369	240
Average from 2016 to 2020		**219**

2.4.2 Projected Water Demands

Future water use projections must consider significant factors on water demand, such as development and/or redevelopment, and climate patterns, among other less significant factors that affect water demand. Climate conditions will continue to be a major influence on demand as drought conditions will increase demand at a time when these supplies are limited.

The City's projected water use for 2025-2045 is broken down by sector in Table 11 below.

Table 11. Projected Water Demand by Sector in AFY, courtesy of the 2020 UWMP

Sector	2025	2030	2035	2040	2045
Water Service Area Population	38,180	45,235	52,290	59,345	66,400
Consumption Rate (GPCD) *Including 1.0% Annual Passive Savings*	222	211	201	191	181
Demands					
Single Family Residential	4,505	5,071	5,569	6,004	6,382
Multi-Family Residential	92	103	114	123	130
Commercial	2,263	2,548	2,798	3,016	3,206
Industrial	195	220	241	260	276
Institutional/Governmental	26	29	32	35	37
Landscape Irrigation	977	1100	1208	1,302	1,384
Total Water Sales	**8,059**	**9,070**	**9,961**	**10,739**	**11,415**
Unaccounted for Water	1,448	1,630	1,790	1,930	2,052
Total Water Consumption (Total Supply into System)	**9,507**	**10,701**	**11,751**	**12,670**	**13,467**

2.4.3 Projected Recycled Water Demands

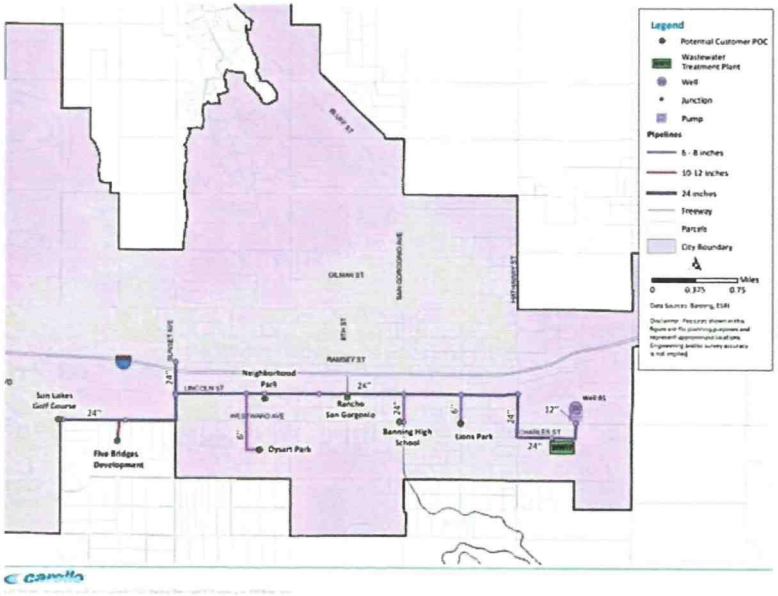
The City currently serves one customer, Sun Lakes Country Club, with non-potable water from Well M7 and Well M12. Typical annual demand for the Sun Lakes Country Club is 850 AFY (0.76 MGD). Since the Sun Lakes Country Club is located on the westerly end of the City, once the City constructs the recycled water backbone pipeline to reach the Sun Lakes Country Club, other potential customers would be within proximity to receive recycled water. Therefore, construction of recycled water facilities would prove feasible if the funding for recycled water improvements and pipeline infrastructure was covered, at least in-part, by developers, and an agreement was in place for the use of recycled water. The City would then be able to provide recycled water to its customers. The City's previous 2006 Recycled Water Master Plan (2006 RWMP) identified potential customers across the Interstate 10 Freeway. The methodology to determine these customers and their demands is described in Section 3.3. However, the 2018 Integrated Master Plan indicated that these potential customers were not feasible, due to the challenges to cross the 10 Freeway. The potential recycled water customers are listed in Table 12 below and shown in Figure 6 on the following page.

Table 12. Potential Recycled Water Users

Customer	Recycled Water Demand (AFY)	Recycled Water Demand (MGD)
Existing Customers Currently Using Potable Water or Ground Water from Non-Potable Wells		
Sun Lakes Country Club	850	0.76
Banning High School	175	0.16
Dysart Park	87	0.08
Lions Park	79	0.07
Subtotal	1,191[(1)]	1.07
Projected Future Developments		
Rancho San Gorgonio Development	217	0.19
Five Bridges Development	223	0.20
Neighborhood Park	35	0.03
Subtotal	475[(2)]	0.42
Total	**1,666**	**1.49**

Notes:
(1) Will serve in Phase I of the Project.
(2) Will serve in Phase II (future phase) of the Project.

Figure 6. City of Banning Potential Recycled Water Customers (courtesy of 2018 IMP)



2.4.4 Projected Water Supply and Demand Imbalances

Table 13 shows the imbalances between the projected water supplies and demands of the City. As shown in the table, demand continues to increase as supplies decrease. This indicates the need for a new, drought-proof local supply of water to meet the demands of the City.

Table 13. Projected Water Supply and Demand Imbalances

	2025	2030	2035	2040	2045
Total Available Local Groundwater Supply in AFY (see Table 5)	8,508	8,574	8,595	8,542	8,476
Total Water Consumption in AFY (Total Supply into System) (see Table 11)	9,507	10,701	11,751	12,670	13,467

Local Groundwater Supply Shortage in AFY Supplied by Storage Banked in Beaumont Basin	-999	-2,127	-3,156	-4,128	-4,991
Storage Banked in the Beaumont Basin in AFY (see Table 5)	47,169	43,422	35,291	24,510	12,622

2.5 Future Recycled Water Supplies

The City plans to upgrade the existing WWTP treatment to meet tertiary treatment standards and facilitate infrastructure to supply recycled water. This proposed expansion described in the 2018 IMP is also in accordance with the City's 2006 RWMP. The proposed WWTP upgrade will include enhancing biological treatment and constructing recycled water laterals along the backbone pipeline. Facilities to be constructed would include recycled water pipelines to transport recycled water to the recycled water customers.

Upon completion of the upgrades, approximately 4,035 AFY (3.6 MGD) – the total projected WWTP effluent – of recycled water will be available to recycled water customers. Assuming that the improvements would be completed by the year 2027, projected recycled water use would be as shown in Table 14 below.

Table 14. Projected Recycled Water Production and/or Use

Year	Phase	Recycled Water Produced / Used (AFY)	Recycled Water Produced / Used (MGD)
2025	N/A	0	0
2027	I	4,035/1,191	3.6/1.07

The projected quantities shown in Table 14 above show the recycled water produced and used in Phase I of the project (described further in Section 4.2). Once the WWTP upgrades are completed, 4,035 AFY (3.6 MGD) will be available for recycled water use. Phase I will serve the existing customers currently using potable water or ground water from non-potable wells (Sun Lakes Country Club, Banning High School, Dysart Park, and Lions Park) with a total demand of 1,191 AFY.

2.6 Water Quality Concerns

The main water quality concerns are the standards and regulations that the potential recycled water sources currently do not meet. These include the Regional Water Quality Board Order, Title 22 Requirements, and Beaumont Basin Plan requirements.

2.6.1 Regional Water Quality Control Board Order

On June 30, 2016, the RWQCB adopted Board Order R7-2016-0015 (Board Order), which describes the Waste Discharge Requirements (WDRs) and other terms and conditions of operation for the WWTP. The Board Order requires the WWTP to remove constituents that present the greatest risk to groundwater quality such as nitrogen, coliforms, and total dissolved solid (TDS). According to the United States Environmental Protection Agency (US EPA), the maximum contaminant level (MCL) for Nitrate as Nitrogen is 10 mg/L. Per the Board Order, it is assumed all nitrogen available converts to nitrate/nitrite so Total Nitrogen (TN) is used as the measurement of concern. The wastewater effluent limitations per the Board Order are outlined in Table 15.

Table 15. Banning WWTP Effluent Concentrations and Limitations

Parameter	Units	Impending Effluent Limits	
		30-Day Mean	7-Day Mean
Flow	MGD	3.6	N/A
20C BOD5	mg/L	30 mg/L	45 mg/L
TSS	mg/L	30 mg/L	45 mg/L
pH	--	6.0 – 9.0	
TDS	mg/L	Not to Exceed 300 mg/L of the Water Supply	
TN(1)	mg/L	10 mg N/L	

Notes:
(1) City does not need to comply with this limit at this time.

The WDRs identified TN and TDS as constituents of concern. Currently, the average TN concentration in the WWTP's effluent is 27 mg-N/L, well above the future TN limit of 10 mg-N/L specified in the Board Order. The two existing Trickling Filters used for secondary treatment at the WWTP are therefore not able to meet the impending water quality limits by the Board Order. Based on a recent structural condition assessment, both Trickling Filters are also nearing the end of their lifecycle. This Project therefore involves implementing a new biological treatment system with nitrification/denitrification (NDN) to ensure nitrogen levels in the WWTP's effluent meet the impending Board Order TN requirement. The selected system to replace the existing Trickling Filters is Membrane Bioreactor (MBR). Section 4.6 describes the analysis that was done to select MBR as the recommended biological treatment option for the City.

The WDRs also state that effluent TDS is not to exceed a level of 300 mg/L above the potable water supply "reasonably protects present and anticipated beneficial uses of groundwater in the area," (typical incremental addition of dissolved salts from domestic water usage is 150 to 380 mg/L.) The level of TDS in Banning's potable water supply is approximately 200 mg/L, which would result in an effluent TDS limit of approximately 500 mg/L. Currently, the average TDS in the treated wastewater is about 390 mg/L, so future TDS limits in an updated WDR would not require additional treatment.

2.6.2 Title 22 Requirements

In order for the WWTP effluent to be used as recycled water to meet the current and project non-potable irrigation water demands, it must meet tertiary disinfected recycled water standards. The current WWTP effluent does not comply with State Water Resources Control Board, Division of Drinking Water (DDW) water recycling criteria outlined in the California Code of Regulations Title 22 requirements. To comply with Title 22, the effluent must meet the following requirements for "Disinfected Tertiary Recycled Water":

- Average daily turbidity less than 2 nephelometric turbidity unit (NTU); approximately 3 – 5 mg/L TSS.
- Effluent cannot exceed 5 NTU more than 5% of the time.
- Effluent cannot exceed 10 NTU at any time.
- Coagulant must be added if the influent to the filter exceeds 5 NTU for more than 15 minutes, or 10 NTU at any time.
- The disinfection process must provide a chlorine residual that provides 450 milligram minutes per liter (mg-min/L) under minimal modal contact time (CT) of 90 minutes.
    - This corresponds to a residual of 5 mg/L or less, or any process that achieves 5-log virus removal.
- Total coliform cannot exceed the average most probable number (MPN) of 2.2 per 100 milliliters (mL).
- No more than one sample per month can exceed an MPN of 23 per 100 mL.

In order to supply recycled water, the City will be required to improve the removal efficiency of the existing WWTP to comply with the TN, turbidity, and disinfection requirements. The Project involves implementing MBR and chlorine disinfection at the WWTP. These proposed treatment systems ensure that the WWTP will comply with Title 22 requirements for disinfected tertiary recycled water.

2.6.3 Beaumont Basin Plan Requirements

In order to serve Sun Lakes Country Club, which is located above the Beaumont Basin, the WWTP and Well NP-1 must meet the Beaumont Basin maximum benefit objectives of 330 mg/L for TDS. Currently, the WWTP effluent and Well NP-1 have an average TDS of 390 mg/L and 430 mg/L, respectively. Therefore, neither source currently meets this limit. Due to this restriction, and potential stricter TDS limits for the San Gorgonio region in the future, a TDS treatment is required. The proposed TDS treatment for this Project is a two-stage reverse osmosis (RO) system to be implemented as the last step in the WWTP treatment process. Details about the RO requirements for the WWTP and Well NP-1 can be found in the RO Analysis Technical Memo in Appendix A.

3. WATER RECLAMATION, RECYCLING OPPORTUNITIES

3.1 Introduction

This section provides a discussion of the City's water reclamation and reuse opportunities including:

- Potential uses for reclaimed water and sources to be reclaimed
- Markets available to use the water produced
- Considerations that may prevent implementation of a water reuse project
- Water and wastewater agencies with jurisdiction and their facilities
- Current water reuse
- Water reclamation and reuse technology currently in use and opportunities for improvement

3.2 Uses for Reclaimed Water

The available market is the non-potable demand from the existing customers currently using potable water or ground water from non-potable wells as well as the future recycled water customers listed in Section 2.4 Table 12. These customers consist of parks, schools, and other landscape irrigation users. The market for water produced by Phase I of this Project (described further in Section 4.2) is expected to be 1,191 AFY (1.07 MGD).

Appendix B includes the Rancho San Gorgonio Water Supply Assessment, which states that the Rancho San Gorgonio Development must utilize recycled water for all common area irrigation demands (see Appendix B, Section 5 "Recycled Water System," pages 37-41 of the document, page 38-42 of the PDF). For the other customers, discussions have been initiated to obtain letters of intent.

3.3 Water Market Available to Utilize Reclaimed Water

The future recycled water demand projections listed in Section 2.4 Table 12 are based on a review of the identified potential customers in the 2006 RWMP. This section describes the methodology used to project the future demand potential.

It should be noted that the future demands described herein do not necessarily represent the actual future demands. This section is limited to identifying the future demand potential.

3.3.1 Methodology

As described in Section 2.4, the 2006 RWMP identified potential 18 recycled water customers based on the following three criteria:

1. Location shall be near a recycled water distribution pipeline or in proximity of other potential customers.
2. ADD exceeds 10,000 gpd. Potential customers with ADD less than 10,000 gpd may be eligible if their location is near a recycled water pipeline.

3. Location within City limits.

The list of potential recycled water customers was reviewed to determine the current irrigation status of each customer and the feasibility of tying into the recycled water system, resulting in an updated list of 15 customers.

3.3.2 Potential Customers

Since the 2006 RWMP, several customers, including Caltrans, Repplier Park, and Gilman Ranch Museum, have reduced demands due to changes such as drought tolerant landscaping. Based on an initial review of the recycled water system layout, connecting these customers was not considered cost effective. In addition, customers north of the Interstate 10 would require a second pressure zone, resulting in an additional pump, large lengths of pipeline, and additional storage to serve these customers. Since those customers were not large users, City staff decided to keep the recycled water system south of the Interstate 10. The customers that are included in this analysis and their demands are summarized in Section 2.4, and the location of the recycled water customers is shown in Figure 6.

3.4 Considerations That Will Prevent Implementing Water Reclamation

One consideration of concern is water quality, particularly TN and TDS levels of the WWTP. As mentioned previously in Section 2.5, the WWTP must comply with the Board Order, Title 22, and Beaumont Basin Plan requirements to supply recycled water. One of the main objectives of this Project is therefore to overcome these water quality limitations by implementing treatment systems that will effectively lower TN and TDS to allowable levels.

Another consideration is community push back for tertiary recycled water. With this in mind, the community will be involved with this Project through public meetings to voice their concerns. It is, however, expected that the reliability and high water quality of recycled water will help to stimulate recycled water demand and mitigate the public's concerns.

3.5 Agencies with Jurisdiction Over Sources of Reclaimed Water

The WWTP and groundwater wells are solely owned by the City.

3.6 Potential Sources to be Reclaimed

Effluent from the City of Banning WWTP and Well NP-1 are two potential sources to be reclaimed. Descriptions of the two sources are described in Section 2.3.

3.7 Description and Location of Source Water Facilities

Effluent from the City of Banning WWTP and Well NP-1 are two potential sources to be reclaimed. Descriptions of the two sources are described in Section 2.3.

3.8 Current Water Reclamation Taking Place in Study Area

As discussed in Section 1.4, there is no water reclamation taking place in the City of Banning.

3.9 Other Current and Projected Wastewaters and Disposal Options

If the WWTP does not get upgraded to Title 22 standards, the current disposal option will remain; the effluent from the WWTP will continue to percolate into the 10 unlined percolation ponds within the Cabazon Groundwater Basin, with no benefits to the City.

In order to meet the Board Order TN restriction, however, the biological treatment process at the WWTP would need to be upgraded regardless of whether the WWTP effluent was used for reclaimed water purposes.

3.10 Water Reclamation Technology Use in Study Area

As discussed in Section 1.4, there is no water reclamation taking place in the City of Banning.

4. DESCRIPTION OF ALTERNATIVES

4.1 Non-Federal Funding Condition

If Federal funding were not provided for the Project, the City would delay the project and continue to apply for funding under other opportunities as described in Section 9.5.

4.2 Specific Objectives Alternatives Are Designed to Address

The objectives of the proposed Project are to:

- Increase water supply availability, reliability, and drought resiliency by supplementing a local water supply, and
- Improve local water supply reliability by proactively planning for facilities needed to meet future demand.

There are three proposed potential recycled water project alternatives to achieve these objectives. These alternatives include:

- Alternative 1: Do Nothing
- Alternative 3: Non-Potable Reuse
- Alternative 4: Hybrid Non-Potable Reuse and Indirect Potable Reuse

4.2.1 Alternative 1 - Do Nothing

This alternative involves no recycled water upgrades of the WWTP. The existing facilities would remain at the WWTP, and effluent from the WWTP would continue to discharge to the percolation ponds near the WWTP site. Under this alternative, due to the WWTP's current high TN levels, the plant would not meet the impending Board Order requirements. In addition, the existing non-potable water customers would continue to be served by potable water or ground water from non-potable wells, and therefore Wells M7 and M12 would not be converted to the potable water system. In order to recharge the groundwater to serve these customers, the City would continue to purchase imported water from the Sacramento-San Joaquin Delta through SGPWA. However, with worsening climate change conditions, State water supplies are becoming scarcer. Because of this, competition for water allocations to water retailers will increase, making it more challenging for the City to receive imported water. Therefore, imported water should not be solely relied on to meet future demands that exceed the City's local supply.

The O&M costs for the "Do Nothing" alternative include the purchase of imported water and pumping costs to serve the existing non-potable water customers. The current estimated annual O&M cost to deliver imported water is estimated at $463,848 per year. This includes an average (based on 2015-2020) purchase of 752 AF of imported water at $399/AF, or $300,048, plus $163,800 for pumping, or $463,848 per year. The projected O&M cost for imported water in 2045 is $2,779,000 for purchase and $1,517,090 for pumping for a total of $4,296,090. This is based on a purchase of 2,500 AF of imported water (see Table 5 in Section 2.4) and a 5% price escalation rate of imported water purchases and pumping per year.

4.2.2 Alternative 2 - Non-Potable Reuse

Alternative 2 involves three phases. Phase I will begin early 2025 to meet the current demands of Sun Lakes Country Club. Phase II will begin by 2029 to meet the demands of the future remaining recycled water customers.

Phase I

Since Well M7 is planned to be converted to the potable water system by the end of 2025, Phase I involves using Well NP-1 to supply 850 AFY (0.76 MGD) to Sun Lakes Country Club in place of Well M7.

A recent Well NP-1 pump test shows an 800-gpm capacity, which exceeds the demand of the Sun Lakes Country Club. As a result, Well NP-1 will operate intermittently to satisfy the current recycled water demand.

Construction of the backbone pipeline along Lincoln Street to connect Well NP-1 to the Sun Lakes Country Club will be completed by the end of 2023. The design of the two reservoirs/forebays and booster stations needed to store the Well NP-1 supply and pump the water to the backbone pipeline, respectively, will be completed during the first quarter of 2024. The City is currently developing environmental documentation and will begin construction of the reservoirs/forebays and booster stations within the second quarter of 2024.

To meet Beaumont Basin requirements for TDS and TN, a 1 MGD RO system will be implemented at Well NP-1, and evaporation beds will be constructed for the RO brine. The RO permeate will travel through the backbone pipeline to Sun Lakes Country Club, with the forebay storing Well NP-1 supply and the booster station pumping the water from the forebay to the backbone pipeline.

Well NP-1 will continue to serve Sun Lakes Country Club until the WWTP upgrades are completed at the end of 2027.

The next step of Phase I is to upgrade the WWTP. The existing Trickling Filters and secondary clarifiers will be decommissioned, and a new 3.6 MGD MBR facility and chlorine disinfection tank will be installed to meet Title 22 recycled water standards. Other miscellaneous upgrades of the WWTP, including headworks, primary clarifier, and digester facilities, will also be implemented in this phase.

Laterals with pipeline diameters ranging from 6-12 inches will be constructed to connect the remaining customers currently using potable water or ground water from non-potable wells listed in Section 2.4 (Banning High School, Dysart Park, and Lions Park).

Once the construction of the WWTP upgrades is complete, the RO system and brine evaporation ponds used for Well NP-1 will be repurposed for WWTP effluent use. 1,191 AFY (1.07 MGD) of the WWTP effluent will serve the demands for Sun Lakes Country Club, Banning High School, Dysart Park, and Lions Park, and the rest will continue to discharge to the percolation ponds.

Since the WWTP effluent will be used to meet the recycled water demands, Well NP-1 will be used as a backup source.

Phase II

In Phase II, laterals will be constructed to connect the future recycled water customers, including Rancho San Gorgonio Development, Five Bridges Development, and Neighborhood Park to the main recycled water system.

In order to meet the Beaumont Basin requirements to serve these remaining customers, an additional RO module will be installed at the WWTP. The permeate from the RO modules will blend for a total of 1,666 AFY (1.49 MGD) of WWTP effluent to serve the recycled water customers. The remaining WWTP effluent will continue to discharge to the percolation ponds. Figure 6 in Section 2.4 shows the proposed layout of Alternative 2.

4.2.3 Alternative 3 – Hybrid Non-Potable Reuse and Indirect Potable Reuse

Alternative 3 is similar to Alternative 2 but incorporates an additional phase for indirect potable reuse. Instead of the WWTP effluent that is not used to meet recycled water demands discharging to the percolation ponds, in Alternative 3, the remaining effluent will flow to one of two groundwater aquifers for indirect potable reuse. By percolating to new basins upgradient of the Banning groundwater storage unit, this will keep groundwater recharge within the City's wells.

Options for recharge of groundwater aquifers via recharge basins include North Basin and Five Bridges. The requirements to recharge to North Basin and Five Bridges Basin are described in the sections below. Figure 7 on the next page shows the proposed layout of Alternative 3.

Due to the limited surface recharge capacity of the proposed groundwater basins, injection wells may be required to recharge groundwater in the targeted area. In order to allow for indirect potable reuse through injection wells, ultraviolet advanced oxidation (UVAOP) will be required. The current facility plan would include needed infrastructures (e.g., transformer size, space allocation, etc.) to facilitate this addition in the future when needed. The surface recharge at these basins will take into account ground water travel time to the nearest potable groundwater wells and appropriate monitoring wells for full compliance with Title 22 regulations.

North Basin

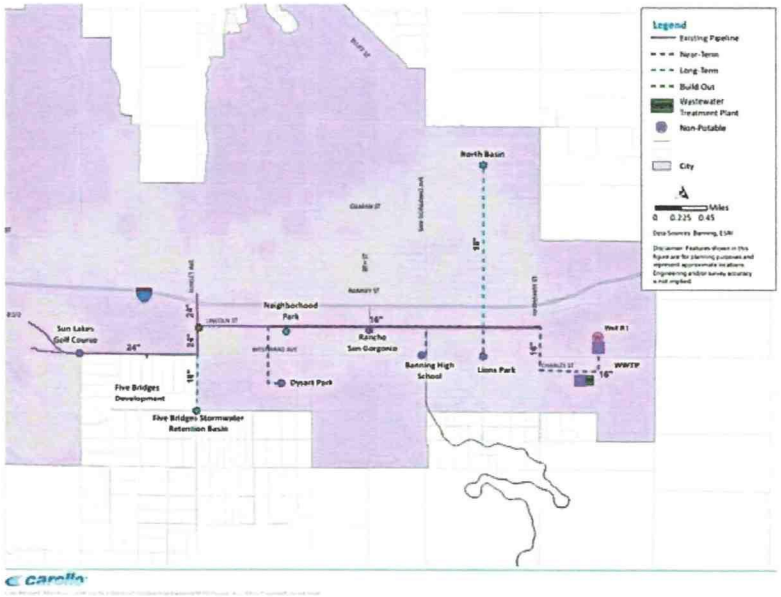
North Basin is in the northeastern part of the City boundary. This site is not owned by the City. Since the site has been mined and a large pit exists, it is assumed that minimal earthwork will be required. The site improvements included as part of this analysis include a berm on all four sides of the basin, a berm to create two cells for operational flexibility, basin piping, maintenance ramps, security, and monitoring equipment. Since the potential recharge basin is at a higher elevation than the WWTP, an 800 hp pump and 15,000 feet of 16-inch diameter pipeline will be

required to convey water from the WWTP to the recharge basin. The City will also need to add monitoring wells and lysimeters.

Five Bridges Basin

This option involves groundwater recharge at the future Five Bridges Recharge Basin, which is located at the southwest part of the City within the Five Bridges Development. The site will likely be owned by the City. Although the Five Bridges development is not anticipated to occur until the build-out phase, City staff believe that the basin can be constructed beforehand. It is anticipated that site improvements will include earthwork, berms on all four sides of the basin, a berm to create two cells for operational flexibility, maintenance ramps, security, and monitoring equipment. This alternative will require an approximately 2,000 feet of 16-inch diameter pipeline to convey water from the WWTP to the recharge basin. The City will also need to add monitoring wells and lysimeters.

Figure 7. Preliminary Site Layout for Alternative 3 (courtesy of 2018 IMP)



4.3 Description of the Proposed Water Reclamation Project

The selected alternative is Alternative 3. This alternative includes non-potable reuse with a total demand of 1,666 AFY (1.49 MGD). The remaining recycled water supply from the WWTP will be used for indirect potable reuse at either North Basin or Five Bridges. With the combination of both non-potable reuse and indirect potable reuse, the City will have seasonal flexibility and will be able to maximize the use of recycled water throughout the year. Since the City will be able to maximize the recycled water supply from the WWTP, the estimated net yield is 4,035 AFY (3.6 MGD).

This Project (i.e. Alternative 3) will be done in 3 Phases, however, only Phase I will be implemented at this time. Phases II and III are future phases that will be implemented in the long-term. The City has only requested funding for Phase I in the WaterSMART funding application but will seek additional funding for Phases II and III in the future at which time the City will develop updated feasibility studies to includes Phases II and III.

As mentioned in Section 4.2, Phase I involves constructing an RO system and brine evaporation ponds for Well NP-1, which will later be repurposed for WWTP use. A new 3.6 MGD MBR facility and chlorine disinfection tank will be installed to meet Title 22 recycled water standards, and other miscellaneous upgrades of the WWTP will also be implemented in this phase. Laterals will be built along the backbone pipeline to connect the WWTP to the existing customers currently using potable water or ground water from non-potable wells that can utilize recycled water to meet irrigation demands.

The preliminary cost estimates for Phase I of the proposed Project are summarized in Table 16 below. A breakdown of the capital costs and replacement costs (over a 50-year period – the expected lifecycle of the Project) associated with Phase I of the Project are shown in Tables 17 and 18, respectively. Lifecycle costs over the 50-year span of the Project can be found in Appendix C, and a preliminary detailed site plan and process flow diagram for the Project can be found in Appendix D.

Table 16. Preliminary Cost Estimate

	Estimated Annual Yield (AFY)	Capital Cost[1]	O&M Cost	Annual Cost ($/year)	Unit Cost ($/AF)
Phase I	1,191	$93,487,328	$3,500,000	$3,890,000	$3,668

Notes:
(1) Capital costs include a construction contingency of 25% and additional markups for mobilization (5%), general conditions (5%), contractor profit (5%), and escalation to-point of construction (5%). Cost estimates and cost assumptions are provided in detail in Appendix E.

Table 17. Cost Summary of Phase I of the Proposed Project, in 2023 dollars

Item	Cost
CEQA	
CEQA (Biological, Cultural, Air Quality, and IS/MND)	$180,000
Permitting	$120,000
Subtotal	**$300,000**
Design	
Preliminary Design	$1,409,808
Final Design	$5,639,232
Subtotal	**$7,049,040**
Construction	
RO system	$3,497,500
Brine Drying Beds and Evaporators	$5,256,100
MBR Facility (3.6 MGD)	$52,887,000
Primary Clarifier	$1,944,100
Chlorine Tank	$2,377,700
Upgrade Ferric Sulfate Feed/Storage System	$298,100
Digester Coating	$463,500
Replace Piping in Grit Chamber	$58,300
Replace TF Center Drives	$499,300
Replace East Primary Clarifier Center Drive	$99,900
Replace Existing PVC Digester Gas Piping	$16,700
Replace Digester Hot Water Boiler	$176,400
Replace TF Effluent Distribution Valves (4)	$174,800
Replace TF Recirculation Pumps (2)	$124,900
Replace Grit/Cyclone Unit	$299,600
Replace Two Old Grit Pumps	$174,800
Recycled Water Laterals	$2,141,700
Subtotal	**$70,490,400**
Construction Administration	
Construction Management and Inspection	$7,049,040
Environmental Monitoring and Support During Construction	$100,000
Subtotal	**$7,149,040**
Other	
Contingency	$8,498,848
Subtotal	**$8,498,848**
TOTAL ESTIMATED PROJECT COSTS	**$93,487,328**

Table 18. Replacement Costs, in 2023 dollars

Description of Replacement Requirement	Replacement Frequency	Year(s)	Cost
Civil/Structural, Mechanical, Electrical/Controls Replacements	Every year	Every Year from 2028 to 2077	$868,658.82
RO Membrane Replacement and MBR Membrane Replacement	Every 5 years	2032, 2037, 2042, 2047, 2052, 2057, 2062, 2067, 2072, 2077	$2,200,000.00

4.4 Estimated Costs of Alternatives

Estimated capital and annualized costs were developed for each of the project options and are summarized in Table 19.

Table 19. Monetary Analysis

	Estimated Annual Yield (AFY)	Capital Cost	O&M Cost	Annual Cost ($/year)	Unit Cost ($/AF)
Alternative 1	752 (from groundwater)	$0	$463,848	$493,848	$657
Alternative 3 (Phase I only)	1,191	$93,487,328	$3,500,000	$3,890,000	$3,668

As seen in Table 19, the proposed Project (Alternative 3 Phase I) has higher capital and annual costs than the "Do Nothing" Alternative. However, most of the benefits resulting from the implementation are difficult to quantify, as they include climate change and environmental impacts, as well as improved water supply quality and reliability.

4.5 Waste-Stream Discharge Treatment

The following waste streams will be involved in the Project: screenings, grit, primary sludge, secondary sludge and RO brine.

The WWTP currently has a mechanical bar screen and a grit chamber to remove debris and solid materials from the wastewater. These screenings and grit are then hauled offsite to a landfill.

Downstream of the headworks, there are two primary clarifiers that separate settleable solids from wastewater. After primary treatment, the effluent flows to the Trickling Filters then the secondary clarifiers, which separate biological floc from the treated wastewater. Sludge from the primary and secondary clarifiers is processed by two primary anaerobic digesters. A second-stage digester is used as a sludge holding tank before dewatered sludge is sent to the sludge drying beds. Sludge is allowed to dewater in these beds and is then hauled offsite for final disposal.

For Phase I of the Project, an additional primary clarifier will be added to the treatment process for redundancy in the system and to allow for peak flows in the WWTP influent. Additionally, the Trickling Filters will be replaced by MBR treatment, and the secondary clarifiers will be decommissioned. Therefore, the sludge from the primary clarifiers will combine with the waste activated sludge from the MBR system, rather than from the secondary clarifiers, to be processed by the digesters.

An additional waste stream that will be included in the Project is RO brine from the RO system. There is expected to be around 0.035 MGD of RO brine that will require approximately 15 acres of salt evaporation ponds and 10 evaporators. This amount will increase as recycled water demand increases and more RO modules are needed. The brine evaporation ponds will be constructed on the WWTP property near the existing percolation ponds.

4.6 Alternative Technologies

Four viable biological treatment options were selected for evaluation to treat the anticipated average daily flow of 3.6 MGD. The treatment alternatives include:

1. Return Flow from Trickling Filter Effluent to Primary Clarifier
2. Conventional Activated Sludge
3. Moving Bed Biofilm Reactor
4. Membrane Bioreactor

See Appendix F for the Nitrogen Removal and Plant Reliability Technical Memo comparing the four alternatives. Due to its high effluent water quality, operational ease, flexibility to meet more stringent permit regulations, and scalability, a Membrane Bioreactor was recommended in the Technical Memo to be considered for future implementation.

5. ECONOMIC ANALYSIS

5.1 Introduction

The following sections provide an economic analysis of the Project compared to other alternatives.

5.2 Economic Analysis

Currently, no non-potable water reuse is being practiced in the City, and the effluent from the City's WWTP is discharging to percolation ponds that Banning gains no benefits from. Producing reclaimed water would significantly enhance the City's drinking water reliability and increase its economic advantage because of the sustainable growth and profit from selling the WWTP effluent to irrigation customers. The City has taken significant steps in establishing a water recycling program in the City including:

- Identifying existing and future customers that can utilize recycled water
- Serving existing customers from non-potable groundwater wells
- Constructing 24-inch backbone pipelines that extend across the City with easy access to existing customers that can utilize recycled water and future recycle water customers

When the proposed facilities are complete (Phase I is constructed), the City will be able to convert all non-potable wells to potable, thus benefiting from the investments made in drilling and equipping these wells.

At this time, the City uses imported water for groundwater replenishment. By supplying these irrigation customers with a reclaimed local water supply instead of pumped groundwater (as is currently done), this will reduce the amount of required imported water for the City, thereby reducing the City's overall water costs.

Another economic benefit of the Project is its impact on City growth. City growth is dependent on the availability of water supplies to meet various demands for new City population. Increasing the reliability of drinking water will therefore allow the City to meet its needs for growth.

As mentioned in Section 2.6, there is a compliance order from RWQCB that limits the TN from the WWTP. MBR, the selected treatment system, will be a reliable process that would meet these requirements. Among the alternatives proposed in Section 4.6, MBR would produce the best water quality. With the addition of RO, effluent from the WWTP would consistently meet the Beaumont Basin Plan requirements as well, allowing the City to supply recycled water to Sun Lakes Country Club and the remaining customers with significant irrigation demand.

5.3 Cost Comparison of Alternatives that Would Satisfy Demand of Proposed Project

See **Section 4.4** for a cost comparison of the proposed alternatives.

5.4 Description and Benefits of Water Supply Alternatives

Table 20 below compares the non-monetary criteria of the three Alternatives.

Table 20. Non-Monetary Criteria

	Alternative 1	Alternative 3 (Phase I only)
Regulatory Compliance	1	5
Reliability/Process Robustness	2	5
Enhancement of Indirect Potable Reuse	1	2
Groundwater Quality Enhancement	1	5
Flexibility for Future Water Reuse	1	5
Operational Simplicity	5	4
Ease of Implementation/Funding	5	5
Total	**16**	**31**

As seen in Table 20, the proposed Project (Alternative 3 Phase I) has a higher ranking in terms of non-monetary criteria than the "Do Nothing" alternative (Alternative 1). Alternative 1 will keep the current WWTP system as is, keeping facilities that have reached their end of life, and therefore remaining non-compliant with the impending Board Order restrictions. Therefore, Alternative 1 is ranked the lowest in terms of regulatory compliance, enhancement of indirect potable reuse, groundwater quality enhancement, and flexibility for future water reuse. Alternative 3 (Phase I only) is ranked the highest for regulatory compliance, reliability/process robustness, groundwater quality enhancement, and flexibility for future water reuse, as this alternative involves upgrading the treatment from the existing Trickling Filters to MBR to meet Board Order requirements and Title 22 standards (with the addition of chlorine disinfection).

5.5 Alternative Most Likely to be Implemented in Absence of Project

The Alternative that would most likely be implemented in the absence of the Project is Alternative 1 – do nothing.

However, In order to meet the impending Board Order TN restriction which will exceed the WWTP treatment capacity, the biological treatment process at the WWTP would need to be upgraded regardless of whether the WWTP effluent was used for reclaimed water purposes.

5.6 Qualitative Benefits and Justification of Water Reclamation

The non-quantifiable benefits are numerous. The sustainable recycled water supply will be tolerant to drought and will benefit the City's customers through improved water supply reliability.

Another benefit is the reduction of reliance on imported water and the implementation of regional management of water supplies and groundwater quality.

Reclaiming treated wastewater also has environmental impacts. By using a local supply of water, energy is saved by not pumping imported water from the Bay Delta. By not using water resources imported from other regions, more water is available for environmental uses in those areas. Additionally, since onsite treatment systems and the existing WWTP do not effectively remove nitrate from wastewater, another benefit of this Project would be the reduction of the amount of nitrate that percolates into the groundwater. This would not only help the City meet the Board Order requirements, but also alleviate the rising nitrate levels observed in some wells in the Region.

6. SELECTION OF THE PROPOSED WATER RECLAMATION PROJECT

6.1 Introduction

This section describes the benefits of water reclamation for the City.

6.2 Justification of Water Reclamation as Selected Alternative

The Project meets the objective of providing a cost-effective non-potable water supply. The Project has numerous qualitative and environmental benefits. These benefits are as follows:

- Increases local supply of non-potable water,
- Improves non-potable water supply reliability,
- Environmental benefits,
    - Reduction of nitrate in the groundwater,
    - Energy savings from less imported water from the Sacramento-San Joaquin Delta,
    - Decreases demand on the regional wholesale water agency, SGPWA, which makes more water available for environmental uses from imported supply areas,
    - Reduces the use of existing diversions from natural watercourses. By implementing the Project, the City will reduce dependence on imported water supplies which are diverted from natural watercourses in the Sacramento-San Joaquin Delta

The proposed facilities do not pose significant impacts to the environment and the City does not anticipate opposition to the Project. No obstacles have been identified that would prevent implementation of the project.

6.3 Analysis of Water Reclamation

6.3.1 Reduction, Postponement, or Elimination of Development of New or Expanded Water Supplies and Reduction of Diversions of Natural Water Courses

To the extent that agencies like the City of Banning can develop local supplies, the wholesale agencies forego the need to expand their own supply sources or can reduce their reliance on other sources. Most of the imported supplies are obtained from diversions from natural water courses, including the Sacramento and San Joaquin Rivers. Local supply projects like this Project result in reduced development efforts by the wholesalers.

6.3.2 Reduction of Demand on Existing Federal Water Supply Facilities

The California State Water Project (SWP) and the federal Central Valley Project share the Sacramento-San Joaquin Delta as a water supply. The imported water supply utilized by the SGPWA and the City comes from the SWP facilities. Although the Project would not reduce demand on the federal facilities, it could indirectly reduce the demand on the shared state and federal supply.

6.3.3 Reduction, Postponement, or Elimination of new or Expanded Wastewater Facilities

This Project involves expansion of limited processes, including a new primary clarifier. Although the two existing primary clarifiers at the plant accommodate an average flow of 3.6 MGD, they do not allow for peak flow of redundancy. Therefore, a new primary clarifier will be installed to handle daily peak flow rate. The rest of the facilities at the plant are sized for the expected influent flow of 3.6 MGD and will not require expansion.

Expanding the primary treatment system and upgrading other systems at the WWTP, including headworks, secondary treatment, and digester facilities, will eliminate the need for a new wastewater facility.

7. ENVIRONMENTAL CONSIDERATIONS AND POTENTIAL EFFECTS

7.1 Introduction

This section describes the potential environmental impacts and effects of the proposed Project, the environmental analysis and documentation prepared to date, how the project will affect water supply and water quality, and a discussion of public outreach and regional cooperation. The governing laws are the State of California Environmental Quality Act (CEQA) and the National Environmental Policy Act (NEPA).

7.2 Potential Environmental Impacts and Effects

The City does not anticipate that the Project will have significant impacts on endangered or threatened species, public health or safety, hydrology and water quality, regulated waters of the United States, or cultural resources. The City does not anticipate that the Project will have significant environmental effects as defined by State and federal environmental laws. As such, the City will prepare a Negative Declaration to obtain CEQA coverage and expects that USBR will adopt a Finding of No Significant Impacts (FONSI) to obtain NEPA coverage for the Project. The City completed an Initial Study-Mitigated Negative Declaration (IS-MND) in October 2007. The IS-MND covered significant elements of the current proposed project. The findings of the October 2007 IS-MND were either "Less Than Significant Impact" or "No Impact". The City has identified the potential environmental impacts described in Table 21, along with best management practices (BMPs) and potential mitigation measures.

Table 21. Potential Environmental Impacts and Mitigation Measures

Potential Impact	Potential Mitigation
Air quality and greenhouse gases	An air quality analysis will be completed as part of the CEQA analysis. Project construction will comply with local air quality requirements. Typical dust control measures, such as watering and reducing off-road vehicle speeds, will be employed. Project operations will be evaluated for consistency with the State GHG reduction targets found in AB 32 and SB 32. Emissions from operation of the proposed facilities are not expected to exceed applicable significance thresholds.
Biological resources	Construction of the project facilities is not expected to impact biological resources. Biological resources will be surveyed prior to design and sensitive species and their habitats will be avoided in the project design. The Project is not expected to impact wetlands or waters of the U.S. as regulated by U.S. Army Corps of Engineers, RWQCB, and California Department of Fish and Wildlife. The Project will comply with adopted Habitat Conservation Plans and Natural Community Conservation Plans.

	Operation of the Project is not anticipated to affect biological resources as all O&M activities will be constrained to the WWTP and associated brine minimization and drying beds, Operation will be sustainable and will have no impact on riparian and aquatic habitats.
Cultural resources	No Cultural resources are known to exist on the Project site. Cultural resources will be surveyed prior to design and the Project will be designed to avoid any identified cultural sites. Onsite construction monitoring mitigation may be necessary to ensure that discovery of any previously unidentified archeological resources is handled appropriately. The City will comply with California Assembly Bill 52 regarding formal consultation with Native American tribes about the proposed Project.
Hydrology and water quality	The City will characterize the RO brine (concentrate) discharge to the evaporation (drying) beds to verify quality of the solids before final disposal. The proposed Project is not within the 100-year floodplain. During the design This conclusion will be confirmed. Hydrologic impacts, including erosion and siltation during construction of the proposed facilities would be minimized through compliance with existing regulations, including enrollment in an NPDES construction general permit, completion of a storm water pollution prevention plan, and implementation of required BMPs.
Groundwater levels, supplies, and recharge during operation	The Project will result in directing a portion of the WWTP effluent for non-potable water reuse. This will reduce the amount of WWTP effluent currently discharged to the percolation ponds. The Project will not impact any drinking wells.
Transport, use, and disposal of hazardous materials during construction and operation	The RO system will use a variety of chemicals typically used in water treatment, possibly including scale inhibitors, membrane cleaning solutions, chlorine, ammonia, and caustic soda. Some of the chemicals will be delivered to the plant while others may be generated on-site. Chemical storage will have full containment structures to prevent spills along with alarms. Proper handling of these chemicals will be incorporated into the Standard Operating Procedures. Compliance with existing regulations is expected to minimize impacts to a less than significant level.

Noise	Construction noise is considered a nuisance and is regulated by the City's Noise Ordinance. The majority of construction activities for the Project will be in the vicinity of the WWTP which is located in an isolated part of the City. Construction equipment will be fitted with approved mufflers and other measures may be utilized to comply with the existing regulations.
Traffic impacts during construction	Construction traffic associated with the proposed facilities construction will be temporary, and the impacts will be insignificant. Construction traffic controls will be employed to reduce public hazards.

7.3 Public Outreach

The majority of the proposed facilities will be within the footprint of the existing WWTP. As such the City does not anticipate any public opposition to this Project. Also, the City will add significantly needed upgrades to its WWTP, which would enhance its reliability. The City plans to implement more public outreach and enhance publicity for the proposed Project. The upgraded WWTP and non-potable reuse are expected to promote growth in this disadvantaged community.

The City has constructed a significant portion of the non-potable reuse conveyance system, and this Project would complement the completed facilities.

7.4 Effect of Historic Properties

The City does not anticipate that the project will have any adverse effects on historic properties. The majority of construction will be within the WWTP footprint.

7.5 Avoiding Public Health and Environmental Quality Issues Associated with Use of Reclaimed Water

The proposed treatment facilities for the WWTP upgrades including MBR and partial RO will result in a reliable high-quality effluent suitable for non-potable reuse for irrigation purposes. The effluent water quality will consistently meet all State Title 22 requirements.

The City will apply the treatment technologies described in Section 4.2 so that the product water will meet state and federal non-potable reuse water quality requirements for irrigation purposes. The primary requirements are outlined in the State Title 22 requirements. The City will work closely with the SWRCB the State's enforcement agency, in developing and permitting the Project. Typical steps include:

- Meetings and coordination,
- Submittal of the Project application,

- Review and approval of the preliminary design,
- Review and approval of the project plans and specifications, and operating plan,
- Inspection of plant construction and witness of start-up testing, and
- Amendment of the City's discharge permits.

Future phases of the Project include groundwater recharge of the Banning groundwater storage unit. The planned upgrades at the WWTP will incorporate space and hydraulic head for additional advanced treatments to be added in the future.

8. LEGAL AND INSTITUTIONAL REQUIREMENTS

8.1 Introduction

This section focuses on the legal and institutional requirements which must be considered prior to implementation of the Project. The following is a discussion of water and wastewater rights, legal and institutional requirements, interagency agreements, permitting requirements, unresolved issues, and wastewater discharge requirements.

8.2 Analysis of Water Rights Issues

There are no anticipated water rights issues potentially resulting from implementation of the proposed project. Through various adjudications and overlying water rights, the City owns and operates the sources of water supply (WWTP and groundwater wells).

8.3 Discussion of Legal and Institutional Requirements with Potential to Affect Implementation of Project

8.3.1 Department of Water Resources – Sustainable Groundwater Management Act

The Sustainable Groundwater Management Act (SGMA) was passed by the California State Legislature in September 2014, establishing new requirements for groundwater management in medium and high priority groundwater basins. The act requires the development and implementation of Groundwater Sustainability Plans (GSPs) for each groundwater basin and subbasin. The GSP must contain objectives and actions to achieve and maintain groundwater sustainability and to avoid the undesirable results of overdraft. SGMA also requires the establishment of Groundwater Sustainability Agencies (GSAs) to oversee development and implementation of GSPs and provides authority to GSAs to sustainably manage groundwater. Local water authorities and counties have primary responsibility and authority for the development and implementation of GSPs and GSAs; however, the State has been given authority to intervene if specific requirements are not met.

8.3.2 Groundwater Sustainability Agencies

SGMA requires that high and medium priority groundwater basins, as designated by the California Department of Water Resources (DWR), create groundwater sustainability agencies by June 30, 2017. The bill authorizes any local agency or combination of agencies to become a GSA with the purpose of developing and implementing GSPs in order to meet the goals and standards of sustainable management of groundwater basins as described in SGMA. Multiple GSAs and GSPs in a single basin are allowed under the law; however, multiple GSPs within a basin must be coordinated and meet all requirements for achieving sustainable groundwater management within the entire groundwater basin or be subject to state intervention. A combination of agencies creating a GSA can be formed by a joint powers agreement, a memorandum of agreement, or other legal agreement.

8.3.3 Groundwater Sustainability Plans

SGMA requires that GSAs develop and implement groundwater sustainability plans. GSPs must be completed by January 31, 2020 for basins deemed by DWR to be in critical overdraft. For all remaining medium and high priority basins, GSPs must be completed by January 31, 2022. Implementation of the GSPs must result in groundwater quantity and quality sustainability within 20 years (by 2040 or 2042 based on the basin overdraft situation). DWR may grant up to two extensions of an additional five years to GSAs to achieve sustainability upon a showing of good cause. If the GSPs are not completed within the above timeframe, or if the SWRCB, in consultation with DWR, determines that groundwater sustainability is not being achieved in the time given, authority for developing and implementing a GSP will be designated to the RWQCB.

8.3.4 San Gorgonio Pass Subbasin

The SGP Subbasin (DWR Basin 7-021.04) is located in Southern California between the San Bernardino Mountains to the north, the San Jacinto Mountains to the south, Coachella Valley to the east and San Bernardino Valley to the west. The SGP Subbasin adjoins the San Timoteo Groundwater Subbasin to the west and the Indio Subbasin to the east. The SGP Subbasin boundaries generally correspond to the DWR's California's Groundwater Bulletin 118.

The San Gorgonio Pass (SGP) Subbasin (7-021.04) is one of several alluvial basins and subbasins identified by the California Department of Water Resources (DWR) as being in a medium-priority subbasin in Bulletin 118 (2003). Beginning in 2015, GSAs within the SGP Subbasin formed to address the long-term reliability of groundwater through the development a single GSP. The SGP Subbasin GSP (SGP GSP) was developed in a coordinated fashion by the Desert Water Agency GSA, San Gorgonio Pass GSA, and Verbenia GSA with the goal of achieving sustainability for the SGP Subbasin as a whole. The SGP GSP was adopted by the respective GSAs and submitted to DWR on January 25, 2022, ahead of the January 31, 2022, deadline.

The SGP GSP jurisdiction includes the Desert Water Agency GSA, San Gorgonio Pass GSA, and Verbenia GSA. Desert Water Agency GSA consists of the Desert Water Agency. San Gorgonio Pass GSA consists of Banning Heights Mutual Water Company (MWC), the City of Banning, Cabazon Water District (WD) and San Gorgonio Pass Water Agency (SGPWA). Verbenia GSA consists of Mission Springs WD and SGPWA. The SGP Subbasin GSAs are not required to develop a Coordination Agreement. Despite this, the GSAs entered into a cooperative Memorandum of Agreement for development of the GSP and grant funding. The three GSAs have cooperatively worked together to coordinate SGP GSP development. The SGP Subbasin includes a portion of an adjudicated area, known as the Beaumont Basin, that resides outside the Plan Area. Since it was previously adjudicated, the portion of the Beaumont Basin located in the SGP Subbasin is not subject to SGMA regulations.

8.3.5 Santa Ana River Basin Plan

An updated Water Quality Control Plan for the Santa Ana River Basin (Basin Plan) was adopted by the Regional Board on March 11, 1994, approved by the State Water Resources Control Board (SWRCB) on July 21, 1994, and approved by the Office of Administrative Law (OAL) on January 24, 1995. The Basin Plan identifies the Region's ground and surface waters, designates beneficial uses for those waters, establishes water quality objectives for the protection of those uses, prescribes implementation plans and establishes monitoring and surveillance programs to assess implementation efforts. Amendments to the Basin Plan to incorporate a revised Total Dissolved Solids and Nitrogen Management Plan (Salt Management Plan) into the 1995 Basin Plan were approved by the Regional Board on January 22, 2004, by the State Water Resources Control Board on October 1, 2004 and by the Office of Administrative Law on December 23, 2004. The surface water standards provisions of the amendments were approved by the U.S. Environmental Protection Agency on January 20, 2007. This amendment included revised groundwater subbasin boundaries (now called management zones), revised TDS and nitrate-nitrogen (nitrate-N) groundwater quality objectives, revised TDS and nitrogen waste load allocations, revised reach designations, and revised TDS and nitrogen objectives and beneficial uses for specific surface waters.

Antidegradation water quality objectives set forth by the Basin Plan amendment restricted the use of recycled water for irrigation and groundwater recharge for certain groundwater management zones, including the Beaumont Management Zone (BMZ) and the San Timoteo Management Zone (STMZ). In particular, the ambient TDS concentrations of these management zones exceeded the antidegradation objectives, meaning that no assimilative capacity existed for which the Regional Board could allocate the use of the City's recycled water within the BMZ or STMZ. Under the antidegradation objectives, the use of recycled water would require mitigation even though the reuse would not materially impact future TDS concentrations or impair beneficial uses. Thus, alternative maximum-benefit objectives were specified for the BMZ and the STMZ. The maximum-benefit objectives were established based on demonstrations by the involved agencies that antidegradation policies were satisfied.

Discharge of recycled water over the BMZ by the City of Banning as a result of the project will be in full adherence to the requirements set forth in the Basin Plan.

8.4 Discussion of Need for Multi-Jurisdictional or Interagency Agreements

As the sole retail supplier of water in the service area, and the agency responsible for wastewater processing, the City of Banning is able to produce recycled water for distribution within its service area without agreements with any other agency.

8.5 Discussion of Permitting Procedures Required

The following permits will be required for the Project:

1. DDW Title 22 Permit

2. California State Water Resources Control Board General Permit (combining Non-Discharge National Pollutant Discharge Elimination System [NPDES], Waste Discharge Requirement [WDR], and Waste Recharge Requirements [WRR])
3. AQMD
4. CEQA (IS-MND)

A Title 22 Engineering Report is required to be submitted for approval by DDW for meeting water quality requirements of the treated recycled water and groundwater recharge requirements. After the WWTP's design documents are finalized, the City will submit the necessary reports, analyses, and applications to obtain required permits from both DDW and the RWQCB.

As described in Section 7, the City will prepare a Negative Declaration to obtain CEQA coverage for the Project in parallel with Project design.

8.6 Discussion of Unresolved Issues Associated with Implementing Proposed Project

There are no unresolved issues associated with implementing the proposed project.

8.7 Identification of Current and Proposed Discharge Requirements

The current discharge requirements for the WWTP are laid out in the RWQCB Board Order, which describes the WDRs and other terms and conditions of operation for the WWTP.

The Board Order can be found in Appendix G.

8.8 Rights to Wastewater Discharges

The City's rights to groundwater extraction are in Table 5 in Section 2.3.

9. FINANCIAL CAPABILITY OF SPONSOR

9.1 Introduction

The City has developed an implementation schedule and general funding plan that demonstrates that at the Feasibility Study stage, the City has the financial capability if the project moves to construction.

9.2 Schedule

The proposed schedule for the Project includes three phases, however only Phase I will be implemented in the near term. In Phase I, the RO system for Well NP-1 and WWTP upgrades will be installed, as well as the recycled water laterals for Banning High School, Dysart Park, and Lions Park.

The preliminary and final design of Phase I is expected to be completed by the 2nd quarter of 2026. Design includes initiating the necessary permits, completing CEQA/NEPA documentation, completing design, going out to bid, obtaining the authority to award the construction contracts, awarding contracts, and issuing notices to proceed.

The first step of construction for Phase I will be installing the Well NP-1 upgrades, including the RO system and brine evaporation ponds, and WWTP upgrades, including the new MBR facility, primary clarifier, chlorine tank, and lab and control building. Once easements have been obtained for the recycled water laterals, construction of the laterals will occur in parallel with construction of the WWTP upgrades. Development and testing of the new facilities will follow. Phase I is estimated to be completed in 3 years by the 4th Quarter of 2027, as shown in Table 22 on the following page.

Table 22. Project Schedule – Phase 1

Project Component	Duration	2024				2025				2026				2027			
		Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
Well NP-1 RO System and Brine Evaporation Ponds	12 months																
Predesign	3 months																
Final design	3 months																
Bidding	3 months																
Construction/startup	3 months																
WWTP Upgrades	33 months																
Predesign	6 months																
Final design	6 months																
Bidding	3 months																
Construction/startup	18 months																
Recycled Water Laterals	24 months																
Easements	6 months																
Bidding	3 months																
Design	6 months																
Construction/development	6 months																
Testing	3 months																

9.3 Willingness and Capability of the City of Banning to Fund the Project

The Project will be funded through the City's capital replacement and operating budgets, as well as development activity revenues via the City's local development impact fee program. The City also has the capability to fund projects through debt issuance.

9.4 Project Funding Plan

9.4.1 Operating Budgets

The City owns and manages both a water utility and wastewater utility as individual self-supporting enterprises. Therefore, the utilities must develop financial plans that provide sufficient revenues to meet all operation and maintenance expenses, water purchases, wastewater treatment, debt service requirements, capital improvements funded from current revenues, and other expenditures.

In 2022, the City Council of the City of Banning approved a Water and Wastewater Rate Study (Rate Study). The Rate Study developed financial plans that projected operating revenue, expenses, and capital financing costs for the utilities over a five-year planning period beginning July 1, 2022 and ending June 30, 2027. The financial plans projected future rate revenues under existing rates, operation and maintenance (O&M) expenses, principal and interest expense on debt, transfers, and capital improvement program (CIP) requirements.

For the water utility, the Rate Study identified:

- **Operation and Maintenance Expenses:** The O&M expenses increase from $7.9M in FY 2023 to $10.0M in FY 2027.
- **Debt Service:** There is an existing revenue bond with an annual payment of $2.0M. There is no future debt planned.
- **Capital Improvements**: The CIP identified an average of $6.2M per year in capital projects from FY 2023 to FY 2027.
- **Reserves:** Continue to maintain the operating fund reserve level. The operating fund reserve is designed to help cover fluctuations in day-to-day expenses. The new target, consistent with industry reserve guidelines, will be 90 days of O&M expenses, a change from the existing 10% of O&M expenses and debt service payments.

For the wastewater utility, the Rate Study identified:

- **Operation and Maintenance Expenses:** The O&M expenses increase from $3.7M in FY 2023 to $4.6M in FY 2027; increases in cost to operate and maintain the proposed Wastewater Treatment Plant and Recycled Water Upgrades Project are included as part of the Rate Study projections.

- **Debt Service:** There is an existing revenue bond with an annual payment of $290k associated from a 2019 Refunding Revenue Bond. The City anticipates a net debt issuance of $25.0M in FY 2025, which will add an annual payment of $1.9M starting in FY 2025. The primary expense for the new debt issuance is for the Wastewater Treatment Plant and Recycled Water Upgrades Project. The Rate Study ensures the appropriate level of debt service coverage.
- **Capital Improvements**: The CIP identified an average of $12.1M per year in capital projects from FY 2023 to FY 2027.
- **Reserves:** Continue to maintain the operating fund reserve level. The operating fund reserve is to help cover fluctuations in day-to-day expenses. The scheduled target will be 90 days of O&M expenses, a change from the existing 10% of O&M expenses and debt service payment.

The revenue requirements listed above for the water and wastewater utilities set the basis for the development of suitable rate schedules to produce revenues adequate to meet financial needs while recognizing customer costs of service. In November of 2022, City Council held a public hearing resulting the approval of the rate increases for a period of five years as shown in Table 23.

Table 23. Rate Increases

Fiscal Year	Effective Month	Water Utility	Wastewater Utility
FY 2022-2023	January	10.75%	40.00%
FY 2023-2024	July	0.00%	25.00%
FY 2023-2024	January	10.75%	25.00%
FY 2024-2025	January	10.75%	3.00%
FY 2025-2026	January	10.75%	3.00%
FY 2026-2027	January	10.75%	3.00%

There is a current fund balance in the Water Operations Fund of $17.5M and a fund balance in the Wastewater Operations Fund of $3.7M.

In addition to operating and capital revenues related to rates, the City has continued to charge a monthly Tertiary Surcharge of $2.72/month per account to fund capital improvements at the wastewater treatment plant. The Wastewater Tertiary Fund has a fund balance of $7.7M of which $7M would be allocated to the Proposed Project.

Additionally, the City has the capability to fund projects through either cash payment or debt issuance.

9.4.2 Development Impact Fees

In 2018 the City Council of the City of Banning completed and approved an Integrated Master

Plan (2018 IMP) that evaluated the performance and condition of the City's potable water, wastewater and recycled water system (future) systems under current and future conditions through year 2040. The 2018 IMP includes a capital improvement plan (CIP) to guide the City in the planning and development of facilities required to meet system performance for existing and future customers.

In September 2019, the City Council approved new and updated the development impact fees, including impacts fees to cover the costs for water, recycled water, and wastewater facilities.

The Water Impact Fee fund balance is approximately $3.3M of which $1.5M would be allocated to the Proposed Project.

The Wastewater Impact Fee fund balance is approximately $10.8M of which $7.5M would be allocated to the Proposed Project.

The City of Banning is currently witnessing a significant amount of growth in the residential sector. It is expected the available funding in the utility impact fee funds will continue to increase allowing for additional allocations to the Proposed Project.

The City has the capability to fund projects through either cash payment or debt issuance.

Over time, staff will present updated rate studies to City Council in order to ensure that rate revenues are sufficient to cover ongoing operations, maintenance, replacement costs and debt service coverage obligations.

9.5 Other Funding Sources

The City is also considering, as possible funding sources, the Water Infrastructure Finance Innovation Act (WIFIA) and Clean Water State Revolving Fund (CWSRF).

10. RESEARCH NEEDS

The proposed water reclamation Project includes basic research needs and will solely use proven technologies and conventional system components. Further research to implement the proposed water reclamation project will not be necessary.

11. REFERENCES

Carollo Engineers, Inc. *2006 Recycled Water Master Plan*. 2006.

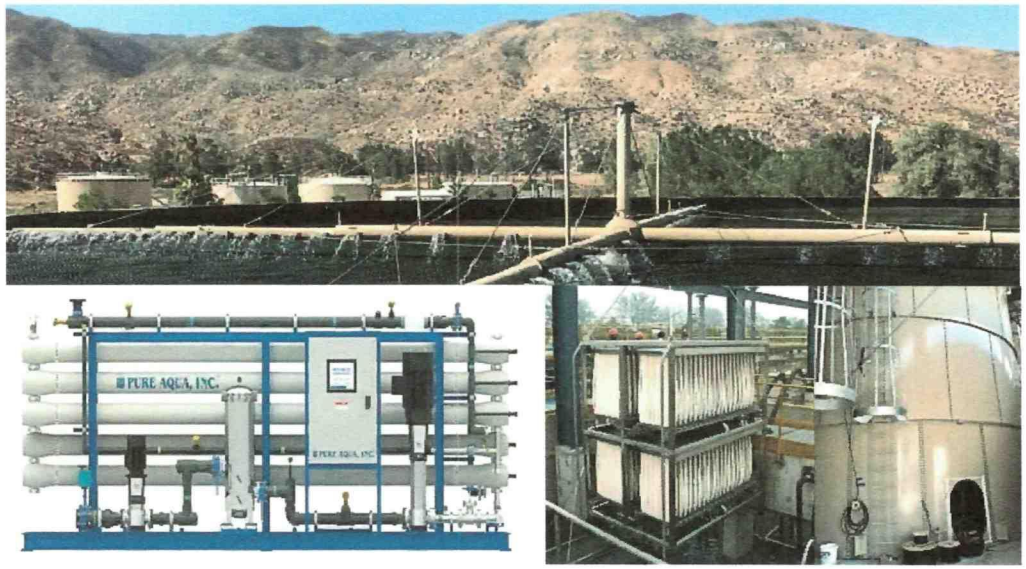
Carollo Engineers, Inc. *2018 Integrated Master Plan*. March 2018.

West Yost & Associates Engineering, Inc. and John Robinson Consulting, Inc. *2020 Urban Water Management*. June 2021.

Appendix A
RO Analysis Technical Memo

City of Banning
WWTP Upgrade OA Service
Draft Reverse Osmosis Analysis
Technical Memo

November 22, 2023



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EXECUTIVE SUMMARY

There are two potential sources of recycled water for the City of Banning, the Banning Wastewater Treatment Plant (WWTP) and a non-potable well (NP-1), however neither currently meets the Beaumont Basin Plan requirements for TDS and TN. In order to lower the TDS and TN at either source, a reverse osmosis (RO) treatment will need to be implemented. To recover around 1 MGD of available reuse water and obtain TDS and TN concentrations lower than the Beaumont Basin Plan requirements, the WWTP would require a 0.5 MGD RO system and the non-potable well would require a 0.8 MGD RO system.

The recommended approach is to treat NP-1 with RO now, since construction of the WWTP upgrades is not expected to finish for another 3 years. Once the WWTP is upgraded to tertiary standards, the RO system can be converted to treat the WWTP effluent, or a second RO system can be built and the RO-treated NP-1 and WWTP effluent can blend to serve recycled water customers.

1. BACKGROUND AND PURPOSE

The City's existing non-potable water system delivers recycled water from Well M7 to the Sun Lakes Country Club. The City has served an average of 0.76 MGD from Well M7 to the Sun Lakes Country Club in the years 2012 through 2014. However, the City eventually plans to convert Well M7 and Well M12 (another operational non-potable well) over to the potable water system by the end of year 2025 and year 2040, respectively, to supplement the potable water supply.

According to the 2018 San Gorgonio Integrated Master Plan, the existing potential recycled water demand for the City of Banning is around 1.49 MGD: 0.76 MGD average day demand (ADD) from Sun Lakes Country Club, 0.20 MGD ADD from Five Bridges Development, 0.03 MGD ADD from Neighborhood Park, 0.08 MGD ADD from Dysart Park, 0.19 MGD ADD from Rancho San Gorgonio, 0.16 MGD ADD from Banning High School, and 0.07 MGD ADD from Lions Park. Based on recent discussions with the City, the aim will be to serve Sun Lakes Country Club first, and Banning High School, Dysart Park, Lions Park, Rancho San Gorgonio, Neighborhood Park and Five Bridges Development in the near-future.

In order to meet these recycled water demands, the City has plans to upgrade the existing wastewater treatment plant (WWTP) to meet tertiary standards. The City has already begun constructing an additional 3.4 miles of pipeline to connect the existing recycled water pipes to the wastewater treatment plant (WWTP) and to NP-1 located adjacent to the WWTP.

In addition to these standards, in order to serve Sun Lakes Country Club, which is located over the Beaumont Basin, the WWTP effluent must also meet the Beaumont Basin maximum benefit objectives of 330 mg/L for TDS and 5 mg/L for TN. With a current average TDS of 390 mg/L and an expected TN of 7.74 mg/L, once secondary treatment at the plant is upgraded to MBR, the WWTP effluent does not meet either of these objectives.

Near the WWTP is a non-potable well, NP-1, that may be able to supply water to these irrigation customers in place of the WWTP until the plant is upgraded to tertiary standards. The capacity of the well is 800 gal/min, or 1.15 MGD, and is expected to be fully operational within the next few months. Like the WWTP, the water quality of the well does not meet the Beaumont Basin maximum benefit objectives. Based on an analytical report from August of 2023, the average TDS and TN of NP-1 is 430 mg/L and 17 mg/L, respectively.

The purpose of this technical memo is to determine the best strategy for supplying recycled water to the City of Banning.

2. TDS AND TN MASS BALANCES

In order to reduce TDS and TN levels at either the WWTP or NP-1, the most effective treatment method is reverse osmosis (RO). This section describes the RO treatment systems and final effluent quality at each location. In order to meet the current recycled water demand for Sun Lakes Country Club, the assumed output goal for available reuse water for both the WWTP and NP-1 is around 1 MGD.

Various recovery rates were analyzed for the proposed RO treatment system, including 75%, 80%, and 93%. Based on expected costs of brine treatment for each of the recovery rates, it was determined that maximizing RO recovery is the most cost beneficial. At this time, 93% recovery for a two-stage RO system is feasible based on the source water quality, and therefore TDS and TN mass balances in the following section assume a 93% recovery rate.

For both options, the proposed RO systems were sized to treat the final combined effluent to just below the Beaumont Basin Plan requirement (i.e., Beaumont Basin maximum benefit objective) for TN. For lower final combined effluent TN concentrations, additional RO treatment capacity can be added to the systems.

2.1 Option 1

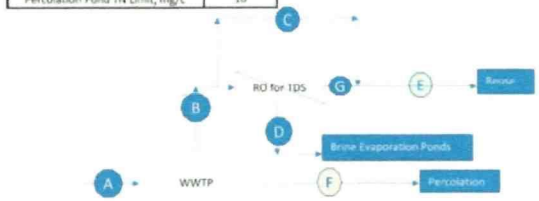
This first option involves treating a percentage of the WWTP effluent with RO for recycled water irrigation use. Since the WWTP must meet tertiary standards in order to be recycled, an MBR, chlorination tank, and RO system would all need to be implemented for this alternative. Therefore, this process involves sending 1 MGD of the approximately 3.6 MGD WWTP influent through the MBR from the primary clarifiers, then to the chlorination tank; the remaining 2.6 MGD will continue discharging to the percolation ponds.

After disinfection, 0.5 MGD of this 1 MGD flow will be sent to the two-stage RO system and the remaining 0.5 MGD will blend with the RO permeate. Assuming 93% recovery, around 0.035 MGD of the RO treated 0.5 MGD will be converted into brine. This brine will be sent to mechanical evaporators and salt evaporation ponds that will be located near the RO facility. These salt evaporation ponds will require around 8 acres of surface area and will be designed to meet the Title 27 requirements described in Section 2.4. The 0.47 MGD RO permeate will combine with the 0.5 MGD WWTP effluent for a total of 0.97 MGD available for reuse.

The TDS and TN of the 0.97 MGD reuse water will be about 207 mg/L and 4.4 mg/L, respectively, meeting the Beaumont Basin Plan requirements of 330 mg/L for TDS and 5 mg/L for TN. The water quality of the remaining WWTP effluent that will discharge to the percolation ponds will remain unchanged, with a TDS of 390 mg/L TDS and TN of 7.5 mg/L. These concentrations are both below the California Regional Water Quality Control Board, Colorado River Basin Region's (RWQCB) Board Order R7-2016-0015 (Board Order) percolation limits of 440-490 mg/L for TDS and 10 mg/L for TN. See Figure 1 for the detailed mass balance of this option, including the evaluated available reuse water for 93%, 80% and 75% RO recovery.

Figure 1. WWTP TDS Mass Balance

Target TDS for reuse, mg/L	330
Percolation Pond TDS Limit, mg/L	440-490
Target TN for reuse, mg/L	5
Percolation Pond TN Limit, mg/L	10



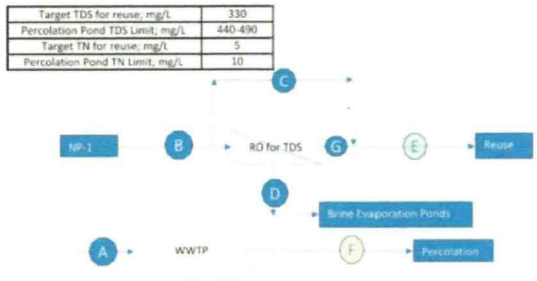
RO Recovery			A	B	C	D	E	F	G
93		Flow, mgd	3.6	1	0.5	0.04	0.97	2.60	0.47
		TDS, mg/L	390	390	390	5438.57	207	390	10
		TN, mg/L	7.5	7.74	7.74	99.78	4.4	7.5	1
80		Flow, mgd	3.6	1	0.50	0.10	0.90	2.60	0.40
		TDS, mg/L	390	390	390	1910	221	390	10
		TN, mg/L	7.5	7.74	7.74	35.45	4.7	7.5	1
75		Flow, mgd	3.6	1	0.50	0.13	0.88	2.60	0.38
		TDS, mg/L	390	390	390	1530	227	390	10
		TN, mg/L	7.5	7.74	7.74	28.52	4.8	7.5	1

2.2 Option 2

The second alternative involves treating NP-1 with RO for recycled water irrigation use. For this option, 1 MGD will be pumped from NP-1. Of this 1 MGD, 0.8 MGD will flow to the two-stage RO system, and 0.2 MGD will blend with the RO permeate. Assuming 93% recovery, there will be approximately 0.056 MGD of RO brine, which will be sent to mechanical evaporators and salt evaporation ponds located near the RO facility. These salt evaporation ponds will require around 15 acres of surface area and will be designed to meet the Title 27 requirements described in Section 2.4. The 0.74 MGD RO permeate will blend with the 0.2 MGD non-treated water from the well for a total of 0.94 MGD available for reuse.

The final TDS and TN of the 0.94 MGD recycled water will be about 99 mg/L and 4.0 mg/L, respectively, below the Beaumont Basin Plan requirements. The water quality of the WWTP effluent that discharges to the percolation ponds will remain unchanged, with a TDS of 390 mg/L TDS and TN of 7.5 mg/L, both below the RWQCB Board Order percolation limits. See Figure 2 for the detailed mass balance of this option, including the evaluated available reuse water for 93%, 80%, and 75% RO recovery.

Figure 2. NP-1 TDS Mass Balance



RO Recovery			A	B	C	D	E	F	G
93		Flow, mgd	3.6	1	0.2	0.06	0.94	3.6	0.74
		TDS, mg/L	390	430	430	6010	99	390	10
		TN, mg/L	7.5	16	16	217.78	4.0	7.5	1
80		Flow, mgd	7.5	1	0.20	0.16	0.84	3.6	0.64
		TDS, mg/L	390	430	430	2110	110	390	10
		TN, mg/L	7.74	16	16	76.75	4.4	7.5	1
75		Flow, mgd	3.6	1	0.20	0.20	0.8	3.6	0.60
		TDS, mg/L	390	430	430	1690	115	390	10
		TN, mg/L	7.74	16	16	61.56	4.6	7.5	1

2.3 RO Facility Siting

Among the potential recycled water demands, the Sun Lakes Country Club with a demand of 0.76 MGD is the only one located over the Beaumont Basin. As such, an RO facility can be sized for the demand by the Sun Lakes Country Club and be located near the service connection. Brine from the RO facility would be discharged back into the sewer and treated at the WWTP.

The capital costs for this option would be smaller than siting the RO facility near the WWTP and NP-1 well. However, locating the RO facility at the service connection has significant drawbacks including:

1. The remote O&M will result in higher operations costs.
2. The brine flow will be discharged to the sewer and treated again at the WWTP. If treatment Option 1 is pursued, the return brine will result in gradual increase in the WWTP TDS level.
3. If lower TDS levels become important for the other potential users, it would be much harder to implement in the future.
4. Having the location by the WWTP allows for future brine management such as evaporation ponds.

Because of these drawbacks, it is recommended that the RO facility be located near the WWTP.

2.4 Title 27 Requirements

The discharge of the RO to the brine evaporation ponds is subject to regulation under the California Code of Regulations, Title 27 Environmental Protection (27 CCR), Division 2 Solid Waste. This liquid-designated waste must be contained in a Class II surface impoundment constructed with a double liner and a leachate collection and removal system (LCRS) per CCR, Title 27. As part of the CCR, Title 27 requirements, the Discharger is also required to monitor the surface impoundments, including the vadose zone and groundwater beneath the site.

In order to comply with this regulation, the design of the evaporation ponds will include several layers of protection and monitoring capabilities. The uppermost layer will consist of a 60-mil textured HDPE primary liner, which will prevent leachate from migrating below the ponds. A second 60-mil HDPE drain liner will make up the bottom of the LCRS. The bottom liner is defined as the free-draining vadose zone monitoring system (VZMS).

This LCRS system will be designed to detect any leaks and collect any moisture that may develop in the LCRS. The bottom liner will capture any liquid that leaks through the upper primary liner, with the liquid being collected in a sump area for collection and removal. The sump will be continuously monitored using a level switch that will be installed in the monitoring tube of the LCRS sump.

3. COST ESTIMATE

3.1 Option 1

The order of magnitude costs for Option 1 are detailed below. The capital costs required for the WWTP effluent to meet tertiary standards include MBR, disinfection, an RO system, as well as brine evaporation ponds and mechanical evaporators.

WWTP	
MBR – 3.6 MGD	$52,887,000
Chlorination Tank – 3.6 MGD	$2,377,700
RO System – 0.5 MGD	$1,619,000
Brine Evaporation Ponds and Mechanical Evaporators	$5,256,100
TOTAL	**$62,139,800**

3.2 Option 2

The order of magnitude cost for Option 2 is detailed below. The capital costs required for NP-1 to meet non-potable standards are an RO system as well as brine evaporations ponds and mechanical evaporators.

NP-1	
RO System – 0.8 MGD	$3,497,500
Brine Evaporation Ponds and Mechanical Evaporators	$2,948,000
TOTAL	**$6,445,500**

4. RECOMMENDATIONS

It is recommended to implement Option 2 now and Option 1 once the upgrade of the WWTP is complete. The time of construction to upgrade the WWTP, including building the new MBR and chlorination tank, is estimated to take approximately 3 years. Therefore, in order to serve the current recycled water demands from Sun Lakes Country Club within these 3 years, a 1 MGD RO system for NP-1 can be built now. Once the construction for the upgrades of the WWTP is finished, depending on the recycled water demand at this time, either the RO system used for NP-1 can be converted for WWTP effluent use or a second 1 MGD RO system can be built for the WWTP effluent. If a second RO system is installed, the NP-1 and WWTP effluent, post RO-treatment, will blend to satisfy the recycled water demands, thereby keeping NP-1 in commission.

Appendix B
Rancho San Gorgonio Water Supply Assessment

WATER SUPPLY ASSESSMENT

RANCHO SAN GORGONIO SPECIFIC PLAN

CITY OF BANNING
COUNTY OF RIVERSIDE
STATE OF CALIFORNIA

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January 26, 2015

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1. Executive Summary

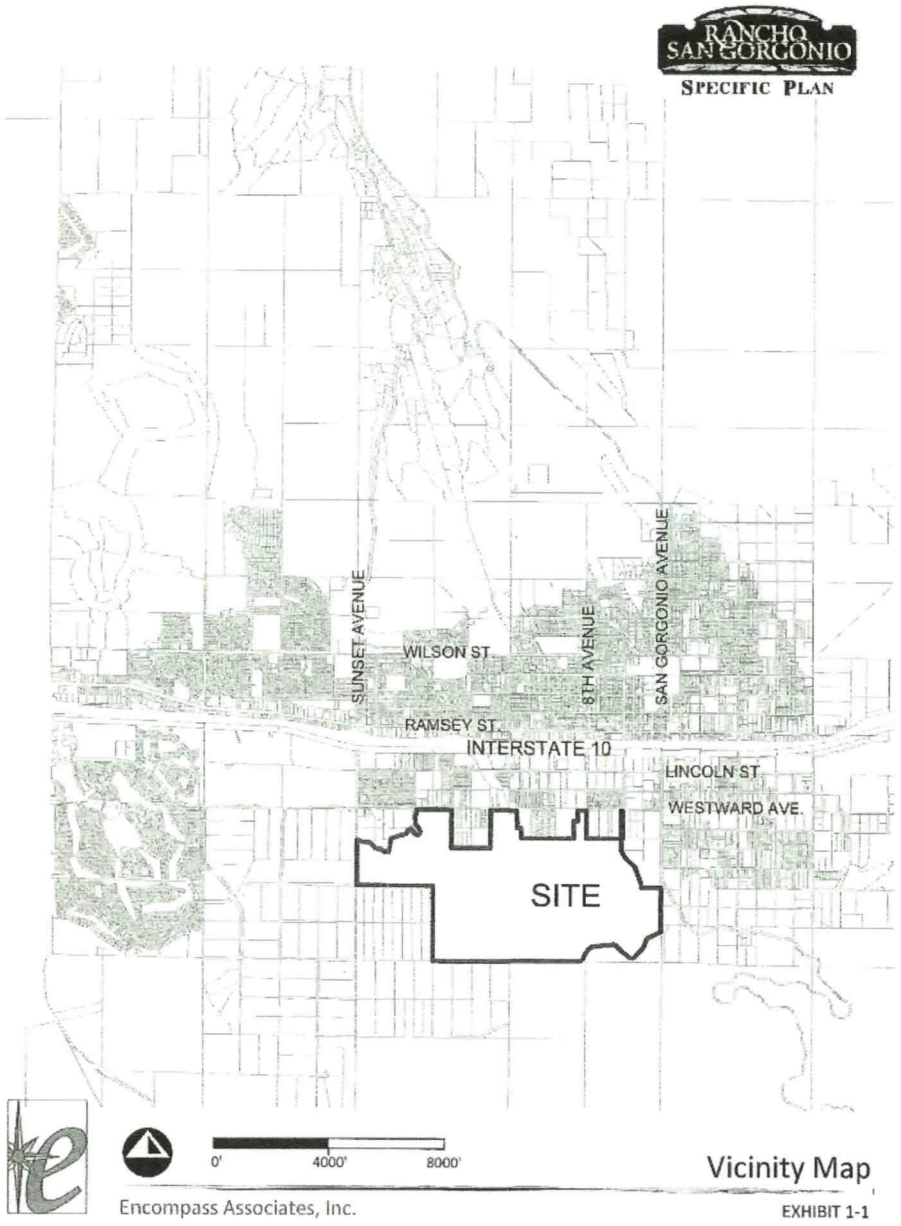
Rancho San Gorgonio is a master planned community proposed in the city of Banning, Riverside County, California. Located on approximately 831 acres on the south side of the city, including approximately160 acres to be annexed from the county, up to 3385 residences are anticipated, among other uses and amenities.

Due to the size of the project, state law requires a Water Supply Assessment be prepared to ensure there will be an adequate supply of water for the project and the city over the next twenty years.

The city had an Urban Water Management Plan prepared, last updated in 2010, that describes in detail the various sources of water, the confidence in long-term reliability of those sources, the quality of those sources, and the projected demand for water within the city from now until buildout of the city.

The UWMP was the primary resource and was used as a basis for this WSA. Based on information provided in the UWMP, an assessment is made herein of the change this project will have on what was anticipated with the UWMP. Planning ahead to a built-out condition, there will be an estimated increase in population of 5243 due to this project, resulting in an increase in demand for water of 1,583 acre-feet/year.

As outlined in the UWMP and supporting reports, the city has a solid source of water, and due to a growing water account balance within the underground water basin, it is determined by this WSA that there will be an adequate supply of water to serve the project and city based on existing and projected supply and demand calculations.



2. Water Supply Assessment

2.1. Introduction

A Water Supply Assessment (WSA) is mandated by state law, SB 610, in general for any project proposing 500 or more new residences. SB 610 stipulates when and how WSA's are needed and completed. As the city of Banning is both the land use agency and the water supplier for the proposed Rancho San Gorgonio Master Planned Community, and accompanying Specific Plan, the city is responsible for ensuring the WSA is prepared in accordance with SB 610. Madole & Associates, Inc., and Encompass Associates, Inc., were contracted to prepare the WSA by Rancho San Gorgonio, LLC, for the benefit of the city of Banning.

This WSA is based upon the City of Banning Urban Water Management Plan (UWMP), which is anticipated to have final approval this year. Data pertaining to historical supply and demand is taken from the UWMP. Projections can then be made for the increase in demand from the proposed Rancho San Gorgonio development.

Per SB 610, this WSA "must address whether the projected supply for the next 20 years - based on normal, single dry, and multiple dry years - will meet the demand projected for the project plus existing and planned future use..." The following three issues must be addressed:

1. Assess water received in prior years from (and provide supporting documentation):
    a. Water supply entitlements
    b. Water rights
    c. Water service contracts
2. If no water received in prior years, identify other water suppliers
3. If the source includes groundwater, follow the related guidelines as applicable.

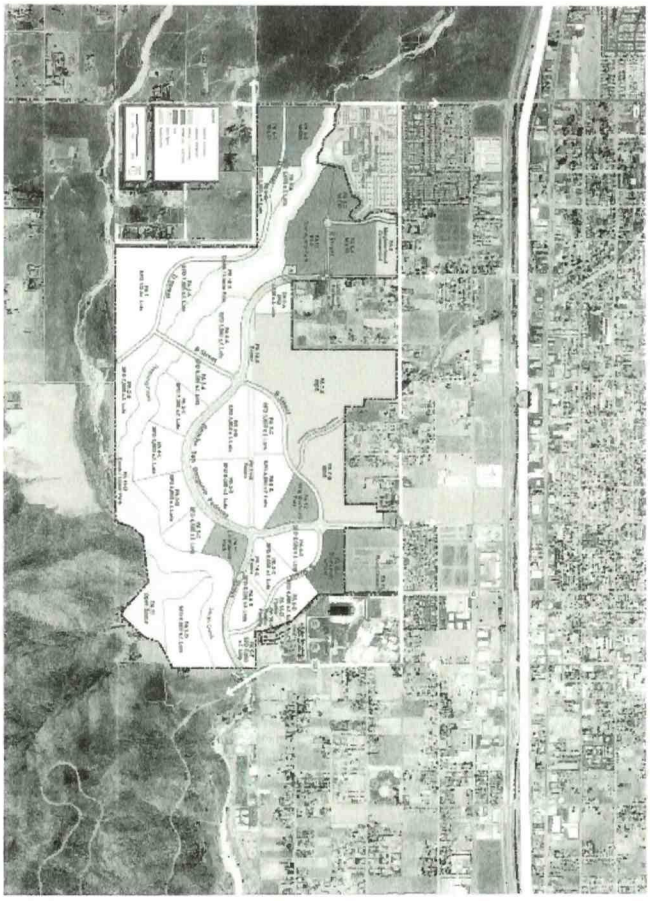
From these three inquiries, the city of Banning can determine if there is sufficient water supply for the proposed project. If there is insufficient supply, the WSA must set forth plans to acquire the necessary supply, including the estimated cost thereof, the permits required, and the estimated timeframe for supply acquisition.

2.2. Proposed Project Description

Rancho San Gorgonio is a master planned community proposed in the city of Banning, California, comprising approximately 830.8 acres. The site is south of Interstate 10, generally situated between Sunset Avenue and San Gorgonio Avenue, south of Westward Avenue. A portion of the property is in unincorporated Riverside County, and will be annexed into the city limits as part of the development process.

The proposed project will consist of up to 3385 dwelling units, almost 49 acres of neighborhood and community parks, over 160 acres of paseos and open space, and 81 acres of right-of-way and utility easements. (Exhibit 2-1)

A mix of residential properties is proposed, including single-family detached in a variety of lot sizes up to half-acre lots, as well as multi-family residences. Numerous parks are planned throughout, with amenities anticipated to include a community center, picnic areas, pedestrian, bicycle and equestrian trails, and athletic fields. See Table 2-1 for a breakdown of land uses, dwelling units, and acreages.



Planning Area	Land Use	Density Range	Target Density	Acreage	DU
PA 1	Single Family Detached 1/2 Acre Lots	0-2.1	1.5	47.05	94
PA 2.A	SDE - Single Family Detached 7000 Lots	2.6-6.0	4.4	35.47	55
PA 2.B	SDE - Single Family Detached 7000 Lots	2.6-6.0	4.4	17.97	30
PA 2.C	SDE - Single Family Detached 7000 Lots	2.6-6.0	4.4	28.39	56
PA 3.A	SDE - Single Family Detached 6000 Lots	2.6-6.0	4.4	19.90	55
PA 3.B	SDE - Single Family Detached 6000 Lots	2.6-6.0	4.4	23.81	80
PA 3.C	SDE - Single Family Detached 6000 Lots	2.6-6.0	4.4	10.61	40
PA 4.A	SDE - Single Family Detached 5500 Lots	2.6-6.0	4.4	23.11	102
PA 4.B	SDE - Single Family Detached 5000 Lots	2.6-6.0	4.4	29.39	102
PA 4.C	SDE - Single Family Detached 5000 Lots	2.6-6.0	4.4	12.73	78
PA 4.D	SDE - Single Family Detached 5000 Lots	2.6-6.0	4.4	12.34	54
PA 5.1	SDM - Single Family Detached 5000 Lots	2.6-6.0	5.2	5.90	31
PA 5.2	SDM - Single Family Detached 5000 Lots	2.6-6.0	5.2	7.90	41
PA 5.C	SDM - Single Family Detached 5000 Lots	2.6-6.0	5.2	12.60	66
PA 5.D	SDM - Single Family Detached 5000 Lots	2.6-6.0	5.2	16.41	86
PA 5.E	SDM - Single Family Detached 5000 Lots	2.6-6.0	5.2	5.81	31
PA 5.F	SDM - Single Family Detached 5000 Lots	2.6-6.0	5.2	10.81	56
PA 6.A	SDH - Single Family Detached 4500 Lots	2.6-6.0	6.0	7.36	44
PA 6.B	SDH - Single Family Detached 4500 Lots	2.6-12	6.0	13.71	82
PA 6.C	SDH - Single Family Detached 4500 Lots	2.6-12	6.0	13.71	82
PA 6.D	SDH - Single Family Detached 4500 Lots	2.6-12	6.0	14.82	101
PA 6.E	SDH - Single Family Detached 4100 Lots	2.6-12	6.0	10.29	62
PA 7.A	VDH - 45	6.1-12.0	6.3	30.16	189
PA 7.B	VDH - 45	6.1-12.0	6.3	31.16	196
PA 8.A	MDH - 18	12.1-18.0	15.0	12.30	222
PA 8.B	MDH - 18	12.1-18.0	15.0	12.30	222
PA 8.C	MDH - 18	12.1-18.0	15.0	11.79	212
PA 8.D	MDH - 18	12.1-18.0	15.0	11.79	212
PA 9.A	Neighborhood Commercial (0.25 AAU)			9.53	248
PA 9.B	Neighborhood Commercial (0.25 AAU)	12.1-18.0	15.0	9.53	248
PA 10	Neighborhood Center			25.00	
PA 11	Community Park			10.25	
PA 12	Neighborhood Park			12.70	
PA 13	Entry Park			1.00	
PA 14.A	Village Home			3.29	
PA 14.B	Village Home			6.01	
PA 14.C	Village Home			7.35	
PA 14.D	Village Home			1.03	
PA 15.A	Civic / Civic Edge (near Arts [100' Width])			14.89	
PA 15.B	Civic / Civic Edge (near Arts [100' Width])			6.17	
PA 16.A	Public Facility			7.40	
PA 16.B	Elementary School			0.20	
PA 16.C	Community Park (20 SFD & 5000' Density)	6.1	14.00	84	
PA 17	Open Space			25.70	
PA 18	Flood Control			1.10	
	Key Station			1.00	
	Right-of-Way (Private Landscape Corridor)			17.17	
	TOTAL		830.84	5,385	

Land Use	Acreage	DU	Total DU
VLDR	47.05	94	6%
LDR	901.75	1,615	30%
MDR	113.54	754	14%
MHDR	51.79	592	6%
Neighborhood Commercial with Residential Density**	9.07	248	1%
Elementary School with Residential Density**	14.00	84	2%
Parks & Open Space	209.18		25%
Public Facility	7.40		0%
Right-of-way	17.17		2%
Flood Control	1.10		0%
Key Station	1.00		0%
TOTAL	830.84	5,385	100%

Dimension of Product Type	Density Range	Target Density	Acreage	DU	Total DU
Single Family Detached 1/2 Acre Lots	0-2.1	1.5	47.05	94	2%
Single Family Detached 7000 Lots	2.6-6.0	4.4	89.41	160	3%
Single Family Detached 6000 Lots	2.6-6.0	4.4	72.48	319	6%
Single Family Detached 5000 Lots	2.6-6.0	4.4	76.37	336	10%
Single Family Detached 5000 Lots	2.6-6.0	5.2	57.21	301	6%
Single Family Detached 4500 Lots	2.6-6.0	6.0	46.86	279	12%
Single Family Attached 18 *	12.1-18.0	15.0	61.30	1,006	19%
Age Qualified	6.1-12.0	6.3	113.34	714	13%
TOTAL			513.77	3,385	100%

* 168 dwelling units (13.33 ac.) are dedicated to the residential density within PA 8
** 84 dwelling units (14 ac.) are dedicated to the residential density within PA 16-C

Table 2-1: Proposed Land Use with Maximum Buildout Density

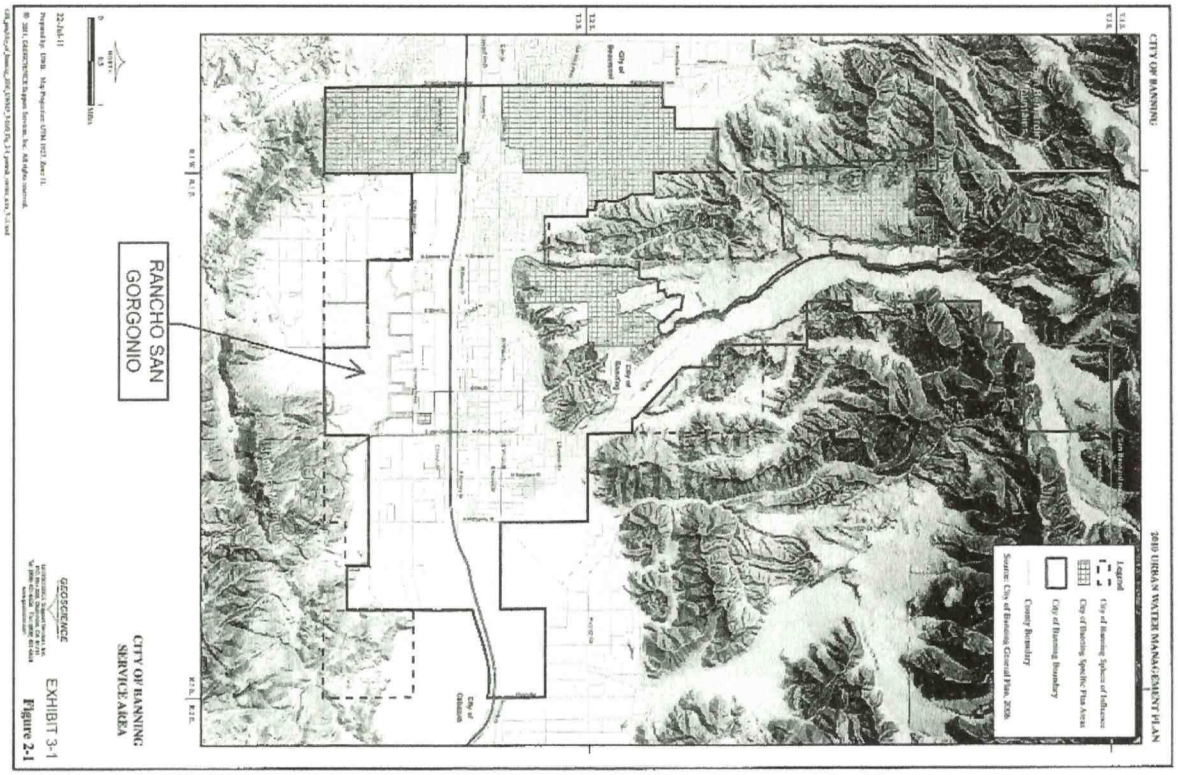
Type	Zoning Density	Target Dwelling Units per Acre	Acres	Maximum Dwelling Units
Single-Family Residential**	0.5-6	2-6	362.8	1533
Multi-Family Residential	12.1-18.0	18	51.7	930
Age-Qualified Residential	6.1-12.0	6.5	115.94	754
Mixed Use *	12.1-18.0	18	9.33	168
Parks & Open Space	n/a	n/a	209.18	0
Right-of-way	n/a	n/a	77.17	0
Public Facility	n/a	n/a	3.62	0
Storm Drain Easement	n/a	n/a	1.1	0
Future Development Area	n/a	n/a		0
			830.84	3385
			Increase:	**1986**
(see Table 4-2 below: 75% of currently projected buildout)				

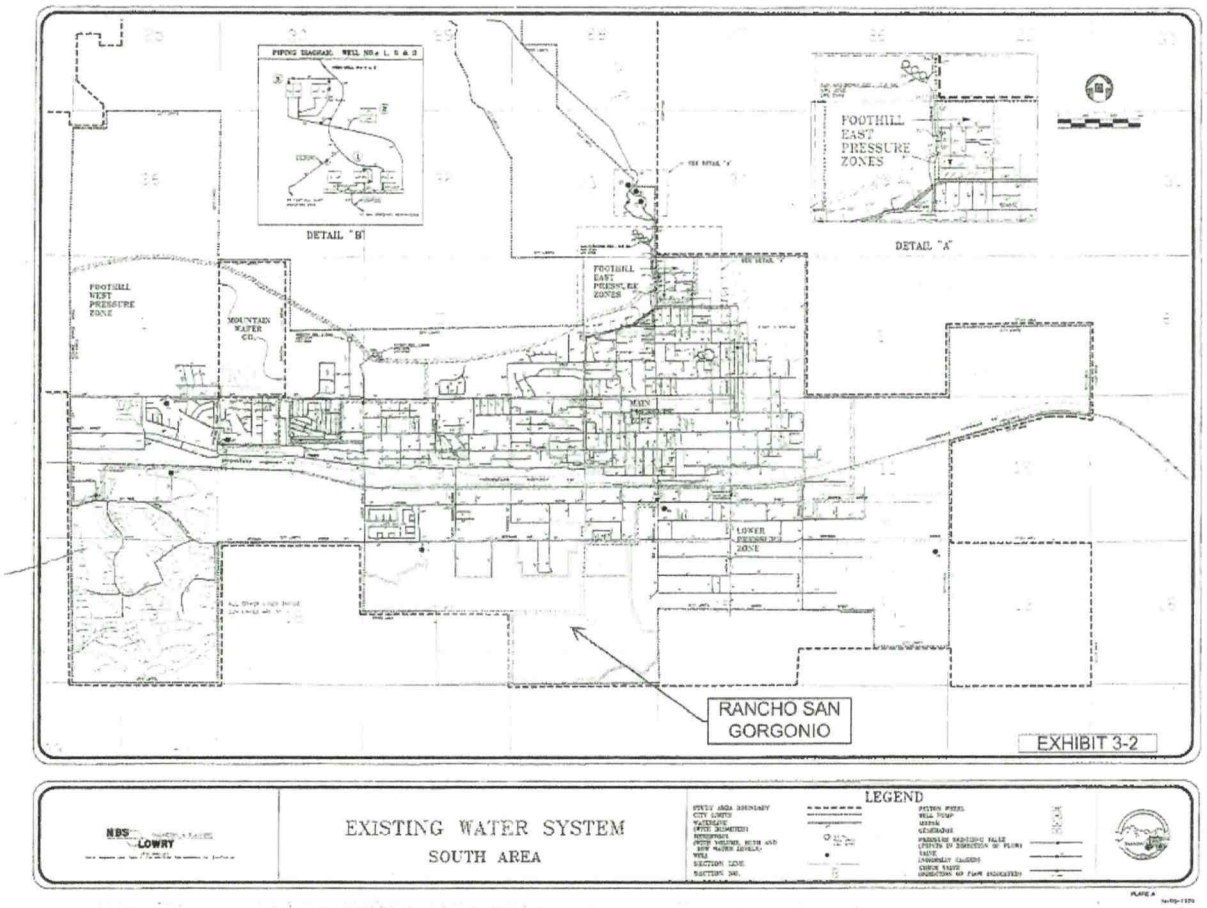
*Neighborhood Commercial with Residential Overlay (9.33 ac dedicated to MFR)
**84 du (14 ac) are dedicated to the residential overlay within PA 16-C

3. Existing Water System and Supply

3.1. City of Banning Water System

The city of Banning is the utility provider of water and sewer services throughout the city, including areas outside city limits, within the sphere of influence (see Exhibit 3-1). All water is pumped from the various underground water basins via a network of wells. The pipeline system connects these wells and tank reservoirs together, broken up naturally by actual elevation differences and with pressure regulating devices into four pressure zones in order to serve all parts of the city (see Exhibit 3-2)


CITY OF BANNING
2010 URBAN WATER MANAGEMENT PLAN
RANCHO SAN GORGONIO
Legend
City of Banning Sphere of Influence
City of Banning Specific Plan Areas
City of Banning Boundary
County Boundary
Source: City of Banning General Plan, 2006
CITY OF BANNING SERVICE AREA
GEOSCIENCE
EXHIBIT 3-1
Figure 2-1


DETAIL "B"
DETAIL "A"
FOOTHILL EAST PRESSURE ZONES
FOOTHILL WEST PRESSURE ZONE
MOUNTAIN WATER CO.
LOWER PRESSURE ZONE
RANCHO SAN GORGONIO
EXHIBIT 3-2
EXISTING WATER SYSTEM
SOUTH AREA
LEGEND

3.2. Current Sources of Water

All water enters the city system via pumping operations from the underground basins. All groundwater basins are geologic formations that, in one way or another, collect and retain water that percolates into the ground. There are different means of replenishing the underground water basin storage. Surface water naturally percolates into the ground during rainfall events, snow melt from the surrounding mountains and higher elevations, and from urban sources, "return flows", such as excess irrigation runoff. The city also purchases State Water Project (SWP) water through the San Gorgonio Pass Water Agency (SGPWA). Finally, the city has plans to utilize recycled water for nonpotable, irrigation demands, and by doing so, will free up the water supply for additional potable needs.

Table 4-1 from the UWMP summarizes current and future water supplies, and that table is replicated here. The various sources will be discussed further below, as summarized from Section 4 of the UWMP.

Table 3-1 - Current and Projected Water Supplies (Table 4-1 from the 2010 UWMP) [acre-ft]

Water Supply Source	2010*	2015	2020	2025	2030	2035
Banning Storage Unit[1]	1218	1130	1130	1130	1130	1130
Banning Bench Storage Unit[1]	1472	1960	1960	1960	1960	1960
Banning Canyon Storage Unit[1]	3726	4070	4070	4070	4070	4070
Beaumont Storage Unit[2]	1372	2514	2514	2514	2514	2514
Cabazon Storage Unit[3]	565	1185	1405	1648	1916	2212
Recycled Water Supply[4]	0	1680	1680	1680	1680	1680
Return Flows from Recycled Water Irrigation[5]		420	420	420	420	420
Return Flows from Potable Residential Irrigation[6]	0	9	18	28	38	48
SWP Table A Entitlement[7]	1200	2595	2595	2595	2595	2595
Total	9552	15563	15792	16045	16323	16628

* 2010 values are actual supplies utilized by the City in 2010. The DWR Guidebook requires inclusion of 2010, however as the deadline for submittal of the UWMP has been extended to 2011, all 2010 values are not projections or estimates, but are actual values.

1) Maximum Perennial Yield Estimates for the Banning and Cabazon Storage Units, and Available Water Supply from the Beaumont Basin, Geoscience 2011.

2 City of Banning average annual production from City of Banning Wells within the Beaumont Storage Unit since the basin was adjudicated in 2004

3) Cabazon production supply includes approximately 710 acre-ft/yr, which has been the average annual production from the City of Banning Well C-6, and additional water which may be utilized by the City as described in Maximum Perennial Yield Estimates Report, Geoscience, 2011 (see Appendix F). See Section 4.2.7 for explanation of estimates. These values assume that Phase I of the WWTP Expansion will be completed by 2014, and 1,680 acre-ft/yr will be treated to Tertiary standards and used to offset potable demand, therefore the 1,680 acre-ft/yr is excluded from these estimates.

4) Values from Initial Study/Mitigated Negative Declaration, Wastewater Treatment Plant Expansion and Phase I Recycled Water System, May2008 prepared by the City of Banning Water/Wastewater Utilities Department. Assumes WWTP Phase I will be completed by 2015. It is assumed that supply will increase by 1.5 MGD/ 1,680 AFY every ten years.

5) Values include 25% return flow from all irrigation purposes inside and outside the BMZ for Phase I and Phase II WWTP expansion project assumes Phase I will be completed in 2014.

6) Values include 25% return flow from all irrigation purposes where potable water is used (50% of residential water use is used for landscape irrigation). Returns flows for Beaumont Storage Unit are not counted, as the City has an allotment of the Safe Yield. All return flows within the Beaumont Basin from imported water are dedicated for overdraft mitigation. Return flows in the Banning Storage Units are considered for developments projected for construction which will add new recharge to the storage units (total of 1,044 EDUs at build out - assumed to be 2061) along with 20X2020 conservation.

7) Assumes 60% SGPWA SWP average reliability per DWR's Final Reliability Report 9/27/10; Assumes Banning's allocation of available SWP water is 25% of SGPWA Allotment, assumes EBX-II is on line by 2014.

3.2.1. Groundwater

The project and the city of Banning, among other cities in the area, are situated over the San Gorgonio Pass Ground Water Basin. The basin is broken down into five sub-units, which are not totally independent from each other (see Exhibit 3-3).

3.2.1.1. Banning Storage Unit

The Banning Storage Unit is located substantially within the city limits, comprising the downtown area and beyond on both sides of Interstate 10. It is about 3.9 square miles in size, with an average thickness of 600 feet and up to 240,000 acre-feet of capacity (Geoscience 2011).

The city of Banning has exclusive pumping rights to the Banning Storage Unit. With the four wells currently installed within this unit, the city has pumping capacity up to 3,500 gpm, or 5,646 acre-ft/year. The Geoscience study (2011) determined the safe yield to be 1,130 acre-ft/year, which is what the UWMP includes for future production projections.

3.2.1.2. Banning Bench Storage Unit

The Banning Bench Storage Unit is located north of the Banning Storage Unit, mostly within the city limits, up to Banning Canyon. It is approximately 5.9 square miles in size, with an average thickness of 30 feet and up to 1500 acre-feet of capacity (Geoscience 2011).

The city of Banning also has exclusive pumping rights to the Banning Bench Storage Unit. Three wells within this unit produce 3,650 gpm, or 5,888 acre-ft/year. The safe yield was determined to be 1,960 acre-ft/year.

3.2.1.3. Banning Canyon Storage Unit

Extending a few miles north from Banning Bench, the Banning Canyon Storage Unit comprises the canyon area of the city. About 1.6 square miles, it has an average thickness of 161 feet and can store up to about 13,500 acre-feet (Geoscience 2011).

The Banning Canyon Storage Unit is the largest source of water for the city. The San Gorgonio River, and a diversion system from the Whitewater River, provide recharge for Banning Canyon. Eight wells within this unit produce 8,600 gpm, or 13,873 acre-ft/year. The safe yield has been determined to be 4,070 acre-ft/year.

3.2.1.4. Cabazon Storage Unit

Underlying the eastern portion of the city, the Cabazon Storage Unit extends easterly to the city of Cabazon. The Cabazon Storage Unit is about 27 square miles in size, has an average thickness of 350 feet, and can store up to 1,000,000 acre-feet.

The city does not have exclusive pumping rights for the Cabazon Storage Unit. One well within this unit can produce 900 gpm, or 1,452 acre-ft/year. However, the city is not producing from this well, as the WWTP currently discharges wastewater treated to a secondary standard, which does not meet domestic, potable water quality requirements. The city is anticipating utilizing the Cabazon Storage Unit to supplement the recycled water production capacity of the WWTP.

3.2.1.5. Beaumont Storage Unit

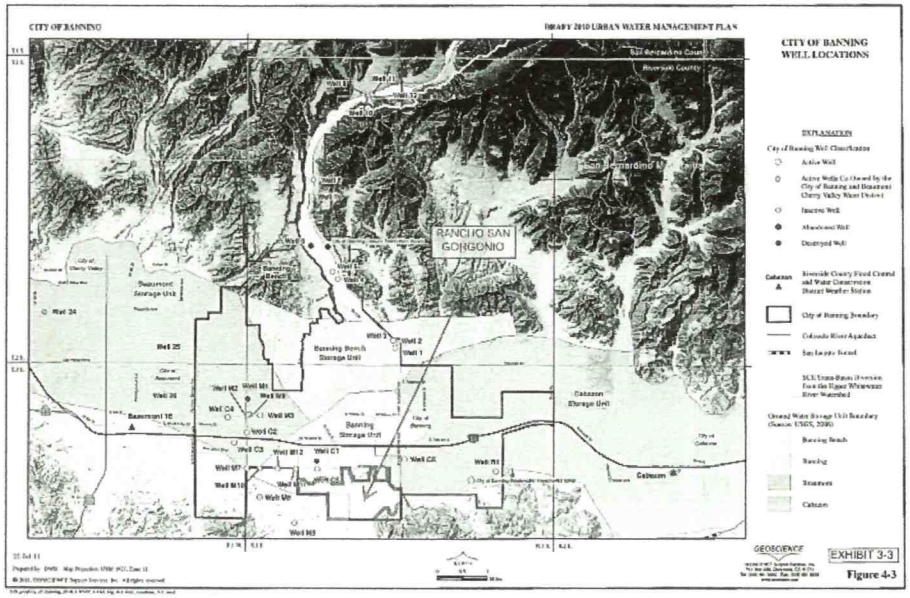
Located in mostly in the city of Beaumont, part of the Beaumont Storage Unit underlies the western portion of the city of Banning. It is approximately 20 square miles in size (2010 UWMP).

Extraction of water from the Beaumont Storage Unit has been adjudicated (see Section 6), with rights shared amongst the city of Banning, the Beaumont Cherry Valley Water District, the South Mesa Water District, and the Yucaipa Valley Water District.

Five wells within this unit, plus the city's share of three additional wells, produce 7,650 gpm, or 12,340 acre-ft/year. The judgment has given the city the right to pump 5,910 acre-feet annually through the year 2014. The basin Watermaster is required by law to re-evaluate the safe yield from the storage unit every ten years, and is due for a re-evaluation in 2014.

A summary of the historical well production, broken down by year and by Storage Unit, is included in Section 4.2.2 and Table 4-3 of the UWMP.

Currently, the city does not pump all of what is allotted, and therefore maintains a water account balance. Table 4-4 in the UWMP summarizes this account, and that table is included below.



UWMP Table 4-4 - Ground Water in Storage within the Beaumont Basin (Production Right) [acre-ft]

Year	Appropriative Rights After Overlying Producers[1]	Controlled Overdraft of Annual Operating Yield[2]	Recharge of SWP[3]	Banning Production from Beaumont Storage Unit[4]	Transfers Among Appropriators[5]	Estimated Total Water in Storage[6] (Production Right)
2004	0	5,029	0	3,605		1,424
2005	0	5,029	0	1,879		4,575
2006	0	5,029	0	2,012	1,500	9,092
2007	0	5,029	0	2,962		11,159
2008	0	5,029	0	3,417		12,771
2009	1,492*	5,029	1,200	2,355		18,138
2010	1,645	5,029	1,200	1,372		24,640
2011	1,659	5,029	1,298	2,514		30,111
2012	1,618	5,029	1,298	2,514		35,541
2013	1,830	5,029	1,298	2,514		41,184
2014	1,805	0	2,595	2,514		43,069
2015	1,805	0	2,595	2,514		44,955
2016	1,805	0	2,595	2,514		46,841
2017	1,805	0	2,595	2,514		48,726
2018	1,805	0	2,595	2,514		50,612
2019	1,805	0	2,595	2,514		52,498
2020	1,635	0	2,595	2,514		54,214
2021	1,613	0	2,595	2,514		55,907
2022	1,591	0	2,595	2,514		57,579
2023	1,569	0	2,595	2,514		59,229
2024	1,547	0	2,595	2,514		60,856
2025	1,478	0	2,595	2,514		62,415
2026	1,456	0	2,595	2,514		63,952
2027	1,434	0	2,595	2,514		65,466
2028	1,411	0	2,595	2,514		66,958
2029	1,389	0	2,595	2,514		68,428
2030	1,328	0	2,595	2,514		69,837
2031	1,306	0	2,595	2,514		71,223
2032	1,284	0	2,595	2,514		72,588
2033	1,262	0	2,595	2,514		73,931
2034	1,240	0	2,595	2,514		75,251
2035	1,194	0	2,595	2,514		76,526

*It should be noted that there is a discrepancy between the reported City of Banning unused overlying water right allocation in 2009 as reported by the Sixth Annual Beaumont Basin Watermaster Report (1,405 acre-ft) and the value of 1,492 acre-ft as listed in the Draft Beaumont Management Zone Maximum Benefits Program Modeling Scenarios, 2011 Appendix A-3.

[1] Projected allocation of pumping rights per Appendix A-3 ("Projected Allocation of Pumping Rights for the 2004 Beaumont Basin Judgment") of the Draft Beaumont Management Zone Maximum Benefits Program Modeling Scenarios, prepared by Wildermuth Environmental, Inc. dated
March 18, 2011.

[2] Controlled overdraft assigned by the Beaumont Basin Judgment for the ten year period 2004 through 2012 (see Appendix G).

[3] State Water Project purchases reported by Watermaster for 2009 year. Values for purchases for 2010 year provided by the City of Banning. Projected Purchases (2011-2035) assumed to be 25% of annual delivery to SGPWA anticipated by the SWP Reliability Report (60% of the
maximum annual delivery of 8,650 acre-ft per year until 2013, when EBXII is assumed be online, SGPWA full Table A entitlement of 17,300 will be accessible).

[4] City of Banning production as reported by the City of Banning for years 2004-2010, production includes water received from BCVWD. For years 2011 through 2020, City of Banning pumping is assumed at the average annual pumping value of 2,514 acre-ft/yr.

[5] Transfer reported by Watermaster in the Sixth Annual Report of the Beaumont Basin Watermaster dated 2010, by the City from South Mesa Mutual Water Company.

[6] Sum of columns 1, 2, 3 and 5 minus column 4, the product is added to the previous year Estimated Total Water in Storage. It should be noted that water in storage values differ from that of the 6th Annual Watermaster report due to fiscal vs. calander yeah reporting (i.e. 2009 values in the 6th Annual Report are as of September 30th 2009 and 2009 values shown in this table are as of December 31, 2009).

This account balance is included in the supply projections for the proposed project in Section4 below.

The project lies over the Banning and Cabazon Storage Units. The project is planning to implement various techniques that will increase percolation and recharge opportunities within the project area, which at a minimum will limit the decrease in percolation due to development. Conversely, the proposed infiltration basins, pervious pavement and other storm water quality best management practices could very well constitute an increase in recharge, as storm runoff will be captured and retained.

Natural percolation from large storm events is not generally very high in relation to the volume of runoff, however when a significant portion of that runoff is captured and retained, recharge will be enhanced. An estimate of the average volume of runoff that could be recharged is included in Section 3.2.2 below.

It should be noted that the excess pumping capacity in all five storage units provides the city with safeguards in case of emergencies and system maintenance.

3.2.2. Surface Water

As stated previously, surface water naturally recharges the underground water basin across the region, and most directly by the San Gorgonio River and the Whitewater River diversion. The Rancho San Gorgonio master planned community will further augment surface water recharge, through the network of infiltration and detention basins, that will capture not only small and large storm runoff, but "return flows" from irrigation overspray and other urban uses.

An estimate of the volume of stormwater recharge is included in Tables 3.2.2-1 and 3.2.2-2 below. The amount of infiltration that naturally occurs prior to the development of Rancho San Gorgonio is first estimated from the hydrology calculations included in the project Master Plan of Drainage (see calculation summary sheet at the rear of this report). The result of the analysis shown in Table 3.2.2-1 represents an average percentage of rainfall that will be infiltrated.

Table 3.2.2-1: 100-year 6-hour Storm within the limits of Rancho San Gorgonio		
Area	849.6	ac
Total rainfall (6-hr)	3.200	in
Peak rainfall volume (6-hr)	2,719	ac-in
Existing Condition		
Peak (volume) runoff (6-hr), from hydrology	103	ac-ft
	1,241	ac-in
Infiltration (total rainfall volume - runoff volume)	1,478	ac-in
Total Infiltration per in of rainfall, 1478 / 3.2 =	462	ac-in per in
Infiltration Yield per in of rainfall, 462 / 849.6 =	54%	

Next, it is assumed that the full average annual rainfall will either infiltrate as part of typical runoff or be captured by the infiltration basins proposed throughout the project. The infiltration basins are designed to contain the full 100-year 3-hour storm, which is a significant event and represents runoff in excess of typical, "average" storm events.

An average annual rainfall of 17.77 inches was used in this analysis, per the 2010 UWMP (page 12). As discussed above, this average rainfall quantity will be fully captured in the developed condition, however the increase in recharge due to the project is reduced by that which would occur naturally prior to development. The estimated increase in recharge is therefore 579 acre-feet per year per the table below.

Table 3.2.2-2: Estimation of Stormwater Recharge		
Annual Rainfall		
Average annual rainfall = total developed infiltration and capture = See 2010 UWMP (page 12)	17.770	in
Existing condition infiltration based on Annual Rainfall		
Existing condition infiltration, 0.54 x 17.77 =	9.596	in
Estimation of additional infiltration due to development		
Net additional infiltration due to development, 17.77 - 9.596 =	8.174	in
	579	ac-ft (per yr)

Surface water is not listed as a separate source in Table 3-1 above because it merely recharges basin storage unit pumping production.

3.2.3. State Water Project Water

The SGPWA currently purchases water from the SWP, and sells it to the cities in the region as needed. The city purchases water for the sole purpose of recharging the basin storage units.

The SGPWA has a contract for 17,300 acre-ft/year, but currently only has facilities that can deliver 8,650 acre-ft/year. Table 3-1 above includes the amount of SWP water the city expects to purchase from SGPWA in the future, based in part on long-term delivery reliability estimates, established by the Department of Water Resources.

3.2.4. Recycled Water

The city of Banning currently has no facilities to provide recycled water, however such facilities are under construction and anticipated to be in service in the next couple of years. The city anticipated a phased approach to providing recycled water, with the first phase providing 1,650 acre-ft/year, with similar capacities being added roughly every ten years thereafter, as demand increases.

Use of recycled water displaces what would have been domestic, potable water demand, and therefore is treated as a supply, up to the limit of the demand displacement.

3.3. Water Quality

Section 5.9 of the UWMP summarizes historical water quality data, and makes the conclusion that current water quality is excellent, and that there are no known reasons to expect future water quality to be any less so.

3.4. Water shortage/emergency contingencies

The city has adopted a Water Storage Contingency Plan in order to address emergency and disaster planning as related to water supply and fire suppression. Details are discussed in Sections 5.4 through 5.6 of the UWMP.

3.5. Current and Projected Demand

The methodology used to determine city-wide water demand in the UWMP was followed in this WSA. Table 3-8 in the UWMP defines the projected water use through 2035, broken down by land use type, as was determined based upon historical data.

Projected demand in UWMP is based on population growth and estimated per capita water use. The current city General Plan projects buildout in 2061, with a population of 80,226. This reflects a 2% population growth rate.

Current (2010) city water usage is calculated to be 229 gallons per capita per day. The projections follow state guidelines, which calculates to 315 gallons per capita per day (UWMP, page 37). However, state law currently in effect will require a 20% reduction in water use by the year 2020. Therefore, projected water use is reduced by 10% for 2015, and by 20% by 2020 and thereafter.

Table 3-2 Current Projected City-wide Water Demand - Based on Land Use Factors (Table 3-8, 2010 UWMP, with 20x2020 factored)

Water Use Sectors	Average % Use of Water Supply 2005-2010	2010	2015	2020	2025	2030	2035
Population		29603	32684	36086	39842	43989	48567
Per Capita Water Use [gpcd]		229	283	252	252	252	252
Single Family Residential	56.2%	4412	5833	5724	6320	6978	7704
Multi-family Residential	2.3%	120	240	236	260	288	317
Commercial/Institutional	26.2%	1908	2720	2669	2947	3254	3593
Industrial	1.2%	95	121	119	131	145	160
Irrigation	11.9%	939	1233	1211	1337	1476	1629
Other	1.1%	31	113	111	122	135	149
Sales to other Agencies	1.1%	82	116	113	125	138	153
Total [acre-ft/yr]		7586	10376	10183	11243	12413	13705

3.6. Assessment of Current Supply and Demand

Table 3-3 below is a summary of Tables 3-1, 3-2 and UWMP Table 4-4, providing an analysis of the city's projected surplus, as determined in the UWMP. Based on the current plan and projections, the city can meet future water needs.

Table3-3: Supply and Demand (20x2020) Comparisons - Current City UWMP with Water Basin Account Balance

	Average Water Years					
	2010	2015	2020	2025	2030	2035
Total Supply*	34,192	60,518	70,006	78,460	86,160	93,154
Total Demand**	7,586	10,376	10,183	11,243	12,413	13,705
Supply Surplus	**26,606**	**50,142**	**59,823**	**67,217**	**73,747**	**79,449**

*Total Supply equals the account balance from the Beaumont Basin (per Table 4-4 in the UWMP, as provided in Section 3.2.1.5 above) plus the Supply from Table 4-1 of the UWMP (Table 3-1 above).

**Total Demand is from Table 3-8 of the UWMP (Table 3-2 above).

4. Proposed Project

4.1. Proposed Project Buildout Estimate

Given current market conditions, which are subject to change, project buildout is anticipated to occur in 6 phases, one phase every three years, for a total duration of 18 years. With construction estimated to commence in 2016, buildout would occur by 2034. Table 4-1 below reflects a linear buildout trend, with an average of 2.64 persons per dwelling, as per the city General Plan.

Table 4-1 - Forecasted Project Buildout

Year	Dwelling Units	Population
2016	0	0
2017	188	496
2018	376	993
2019	564	1489
2020	752	1985
2021	940	2482
2022	1128	2978
2023	1316	3474
2024	1504	3971
2025	1692	4467
2026	1880	4963
2027	2068	5460
2028	2256	5956
2029	2444	6452
2030	2632	6948
2031	2820	7445
2032	3008	7941
2033	3196	8437
2034	3385	8936

4.2. Current UWMP Demand Comprising Project Area

The land comprising this proposed community is included in the current UWMP, including the 160 acres to be annexing into the city from the county (see Exhibit 3-1), however at lower densities than are proposed. Therefore, per Section 5 of SB 610, it must first be determined if the existing 20-year projections can meet the proposed increased demands. This WSA relies upon the UWMP and will only address the changes proposed with this master planned community.

Listed in Table 4-2 below is a summary of the land use zones that currently constitute the property being developed, from the city General Plan (see Exhibit 4-1). The total number of projected dwelling units will then be compared with what is proposed, and the increase in dwelling units is what will be used to assess the ability of the water supply, with future projections, to serve the proposed development. Note that as the City's General Plan assumes actual development will occur at about 75% of the maximum density, so too are the projected densities adjusted accordingly.

Table 4-2 - Existing Land Use with Projected Buildout Density

Type	Zoning Density	Dwelling Units per Acre	Acres	Maximum Dwelling Units	75% of Max. Density*
Ranch/Agriculture**	10 ac min.	0.10	149.49	8	6
Rural SFR	0-1 du/ac	1	26.78	26	20
Very Low SFR***	0-2 du/ac	2	545.57	1067	800
Low SFR	0-5 du/ac	5	0	0	0
Medium SFR	0-10 du/ac	10	14	140	105
Very High MFR	19-24 du/ac	24	26	624	468
Park	0 du/ac	0	0	0	0
Open Space (Resources)	0 du/ac	0	69	0	0
			848	1865	**1399**

*The City General Plan assumes 75% of maximum density for buildout conditions

**This Type is comprised of 8 parcels, all less than 20 acres, therefore only 8 units max

***Maximum units calculated by parcel, not by gross acreage

In order to determine the change in projected water demand due to the proposed project, an estimate of the change in dwelling units, or population, is first required. Table 4-3 below shows an evaluation of the change in dwelling units.

Table 4-3: Proposed Land Use with Maximum Buildout Density

Type	Zoning Density	Target Dwelling Units per Acre	Acres	Maximum Dwelling Units
Single-Family Residential**	0.5-6	2-6	362.8	1533
Multi-Family Residential	12.1-18.0	18	51.7	930
Age-Qualified Residential	6.1-12.0	6.5	115.94	754
Mixed Use *	12.1-18.0	18	9.33	168
Parks & Open Space	n/a	n/a	209.18	0
Right-of-way	n/a	n/a	77.17	0
Public Facility	n/a	n/a	3.62	0
Storm Drain Easement	n/a	n/a	1.1	0
Single-Family Residential**	0.5-6	2-6	362.8	1533
			830.84	**3385**
			Increase over current zoning:	**1986**
			(see Table 4-2 above: 75% of currently projected buildout)	

*Neighborhood Commercial with Residential Overlay
(9.33 ac dedicated to MFR)

Table 4-4 below provides a comparison of current versus proposed population, broken down in 5 year increments for inclusion in the calculations below.

Table 4-4 - Change in Population

Year	2015	2020	2025	2030	2035	2061
Current	0	328	739	1149	1559	3693
Proposed	0	752	1692	2632	8936	8936
Increase	0	424	953	1483	7377	5243

4.3. Proposed Water Demand Factors

The UWMP establishes 315 gallons per day per capita as the baseline water demand for dwelling units. The baseline figure is prior to the impacts of the "20x2020" requirement.

Therefore, the project will be required to comply accordingly, and so a 10% reduction is included for 2015 (283 gpd), and the full 20% reduction by 2020 and thereafter (252 gpd).

These targets will be achieved in part through landscape and irrigation design standards included in the project Specific Plan. Furthermore, landscaping, irrigation, and building plumbing requirements will be enforced by the city at building permit issuance. As stated in the UWMP, the city has determined that current city ordinances, along with the building codes, will achieve a 20% reduction in water use.

The project also proposes to utilize recycled water for landscape irrigation in common areas throughout the project. As shown in Section 5.7 below, there is a projected irrigation demand of 218 acre-feet per year at buildout, which will be supplied by nonpotable water. Further, it is anticipated that the project will generate 470 acre-feet per year (Section 5.5 below) in sewage, with the excess capacity of 252 acre-feet per year either contributing to recycled water demand throughout the city or being recharged back into the groundwater basins for reuse.

4.4. Proposed Project Demands

From Table 4-3 above, the estimated increase in dwelling units is 1986. Per the city of Banning Water Master Plan (WMP, 1994), persons per dwelling is estimated at 2.64 across all residential density types. Therefore, the projected population increase at buildout will be 5243, changing the city-wide estimated buildout population to 85,513, or 2.1% growth rate.

However, as the project is anticipated to be built out in 18 years, this population increase, as shown in Table 4-1 above, is utilized in the calculations.

Table 4-5 shows the estimated project demand. The same Land Use Factors and Buildout rate are used as per the UWMP.

Table 4-5 - Project Water Demand - Based on Land Use Factors (with 20x2020 factored)

Water Use Sectors	Average % Use of Water Supply 2005-2010	2015	2020	2025	2030	2035
Population		0	752	1692	2632	8936
Per Capita Water Use [gpcd]		283	252	252	252	252
Single Family Residential	56.2%	0	119	269	418	1417
Multi-family Residential	2.3%	0	5	11	17	58
Commercial/Institutional	26.2%	0	56	125	195	661
Industrial	1.2%	0	3	6	9	30
Irrigation	11.9%	0	25	57	88	300
Other	1.1%	0	2	5	8	28
Sales to other Agencies	1.1%	0	2	5	8	28
Total [acre-ft/yr]		0	212	478	743	2522

Table 4-6 shows proposed, city-wide water demand, based on Table 3-8 from the UWMP, and shown above in Table 3-2, adjusted for the projected increase in population due to the proposed project. Land use factors, as determined in the UWMP, are not to be confused with the proposed project land uses. Historical city-wide demand has been appropriated by land use based on actual usage data which has been maintained by the city, which provides a means of determining the impact new development will have on city-wide water demand.

Table 4-6 - Proposed Projected City-wide Water Demand - Based on Land Use Factors (with 20x2020 factored)

Water Use Sectors	Average % Use of Water Supply 2005-2010	2010	2015	2020	2025	2030	2035
Population		29603	32684	36510	40795	45472	55944
Per Capita Water Use [gpcd]		229	283	252	252	252	252
Single Family Residential	56.2%	4412	5833	119	269	418	1417
Multi-family Residential	2.3%	120	240	5	11	17	58
Commercial/Institutional	26.2%	1908	2720	56	125	195	661
Industrial	1.2%	95	121	3	6	9	30
Irrigation	11.9%	939	1233	25	57	88	300
Other	1.1%	31	113	2	5	8	28
Sales to other Agencies	1.1%	82	116	2	5	8	28
Total [acre-ft/yr]		7586	10376	10306	11515	12836	15792

*Total demand is calculated by multiplying Population with Per Capita Water Use, and applying a unit conversion factor to translate from gpcd to acre-ft/yr.

Note that projections in this WSA will follow the time horizon used in the UWMP for consistency. The UWMP projects supply and demand beyond the required 20-year period required for this project.

4.5. Evaluation of UWMP to meet Project Demand

Current supply projections are included in the UWMP (Table 5-9), based on past record data, with projections based on the trends established by that actual data. Those projects have been modified to include the Water Basin Account Balance, as per the table on page 42 of "Maximum Perennial Yield Estimates for the Banning and Cabazon Storage Units, and Available Water Supply from the Beaumont Basin", Geoscience Support Services, Inc., 2011.

The basin account balance represents surplus water, annually, that the city does not draw but which it has the right to pump. The city has not been drawing its full allotment, therefore the water account balance has been increasing, and is projected to increase over time.

Table 4-7: Supply and Demand (20x2020) Comparisons - Current City UWMP - Without Project (UWMP Table 5-9)

	2010	2015	2020	2025	2030	2035
Average Water Years						
Total Supply	9,552	15,563	15,792	16,045	16,323	16,628
Total Demand	7,586	10,376	10,183	11,243	12,413	13,705
Supply Surplus	**1,966**	**5,187**	**5,609**	**4,802**	**3,910**	**2,923**
Single-dry Water Years						
Total Supply	N/A	12,043	12,314	12,608	12,928	13,235
Total Demand	N/A	9,821	9,638	10,642	11,749	12,972
Supply Surplus	**N/A**	**2,222**	**2,676**	**1,966**	**1,179**	**263**
Multiple-dry Water Years						
Total Supply	N/A	12,784	13,038	13,316	13,619	13,926
Total Demand	N/A	8,184	8,032	8,868	9,791	10,810
Supply Surplus	**N/A**	**4,600**	**5,006**	**4,448**	**3,828**	**3,116**

With the proposed project, the table above has been revised below to include the project demands.

Table 4-8: Supply and Demand (20x2020) Comparisons - Current City UWMP - With Project

	2010	2015	2020	2025	2030	2035
Average Water Years						
Total Supply	9,552	15,563	15,792	16,045	16,323	16,628
Total Demand	7,586	10,376	10,306	11,515	12,836	15,792
Supply Surplus	**1,966**	**5,187**	**5,486**	**4,530**	**3,487**	**836**
Single-dry Water Years						
Total Supply	N/A	12,043	12,314	12,608	12,928	13,235
Total Demand	N/A	9,821	9,754	10,899	12,149	14,947
Supply Surplus	**N/A**	**2,222**	**2,560**	**1,709**	**779**	**-1,712**
Multiple-dry Water Years						
Total Supply	N/A	12,784	13,038	13,316	13,619	13,926
Total Demand	N/A	8,184	8,129	9,083	10,125	12,456
Supply Surplus	**N/A**	**4,600**	**4,909**	**4,233**	**3,494**	**1,470**

Table 4-8 demonstrates that there will be sufficient supply to support the proposed project in all cases except for Single-dry Water Years starting in 2035. Table 4-9 provides a comparison of the projected water account balance with the Single-dry Water Year shortfalls, indicating that there is a substantial surplus of water.

Table 4-9: Single-dry Water Year Surplus or Shortfall and Water Account Balance - With Project

	Single-dry Water Years					
	2010	2015	2020	2025	2030	2035
Supply Surplus	N/A	2,222	2,560	1,709	779	(1,712)
Water Account Balance	24,640	44,955	54,214	62,415	69,837	76,526
Sufficient Water Account Balance	**N/A**	**N/A**	**N/A**	**N/A**	**N/A**	**Yes**

This analysis reflects projected supplies that the city has physical access to and the legal right to acquire and provide.

An additional assessment is required to determine if the city has the current capacity, in terms of well production, to meet these demands on a daily basis. Table 4-2 of the UWMP summarizes the current system well capacity. The historical low capacity of 28,754 acre-feet per year exceeds the total city demand of 14,215 acre-feet per year in 2035. Therefore, there is current system pumping capacity.

4.6. Proposed Source of New Supply

As shown in Section 4.5 above, new sources of supply are not required to support the project. This is in due largely to the following:

(1) As stated above, the city has taken measures to comply with the state-mandated "20 by 2020" water reduction program. The various water conservation measures taken by the city come into effect and are enforced during the building construction process. This is included in the projections made in this WSA.

(2) The pending completion of the State Department of Water Resources' (along with SGPWA) East Branch Expansion Phase II project, which will bring additional capacity for State Water Project water to the area. This capacity is included in the projections made in this WSA.

(3) The proposed use of recycled water for common area irrigation for the project. As shown above, the project will be able to generate more recycled water than will be utilized for irrigation. The fact that potable water will not be used for common area irrigation is included in the projections made in this WSA, however the benefit provided due to the surplus recycled water, whether it is used elsewhere in the city, or by being recharged into the groundwater basin, is not included in the projections herein, and thereby adds a level of conservation to the supply calculations.

(4) Integrated Storm Water Quality provisions are proposed throughout the Rancho San Gorgonio master planned community. The primary concept is for all storm runoff to be conveyed to a system of infiltration basins prior to discharge to the creek system. These infiltration basins not only capture storm runoff, but every day nuisance water as well, and in turn recharge the underlying groundwater basins. Per the project Preliminary (Storm) Water Quality Management Plan, the basin system has been designed for a volume of 316,681 cubic feet, or 7.3 acre-feet.

4.7. Permits Required for New Supply

As shown in Section 4.5 above, new sources of supply are not required to support the project.

4.8. Estimate of the Cost and Schedule for New Supply

As shown in Section 4.5 above, new sources of supply are not required to support the project.

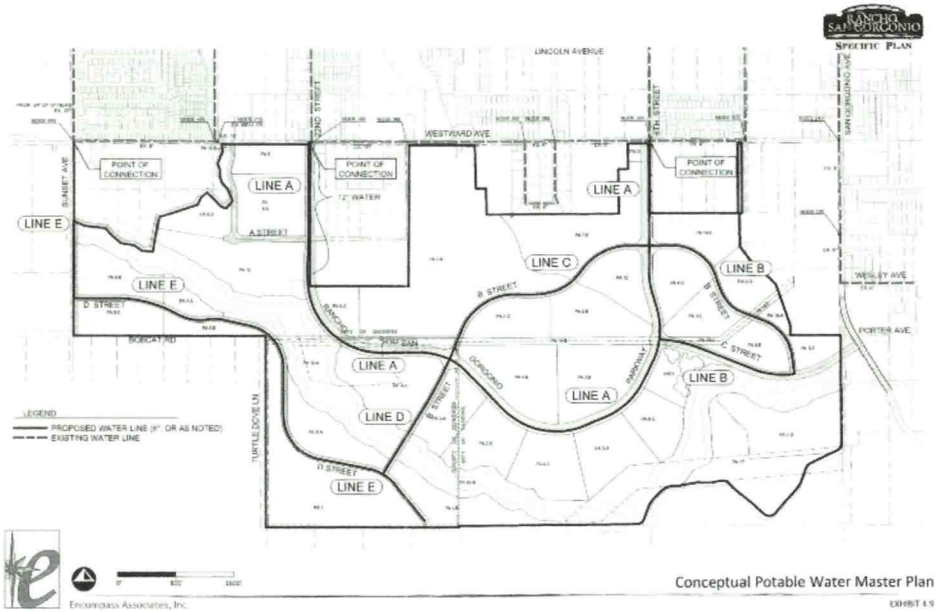
4.9. Proposed Project Water System

A system of water main pipelines will be installed throughout the project, with larger lines serving as the backbone infrastructure, which in turn will serve smaller local waterlines distributed throughout the various planning areas.

There will be at a minimum two points of connection to the existing city water system. It is anticipated that the project will connect to the city's "Main" pressure zone in Sunset or Westward, at the westerly or northwesterly portion of the project. A second main connection will likely be on San Gorgonio Avenue, which is in the city's "Lower" pressure zone. It is anticipated that a pressure reducing valve will be required with at least the connection to the "Main" pressure zone in order to safely and efficiently serve the project. At this time, this new zone is titled "Rancho San Gorgonio".

The project "Master Plan of Water" report estimates the size of the various pipelines, and assesses the need for emergency storage and fire suppression capacities.

An independent recycled water system is a proposed alternative to traditional irrigation from potable water sources for this master planned community. See Section 5 for a description of the recycled water system.



5. Recycled Water System

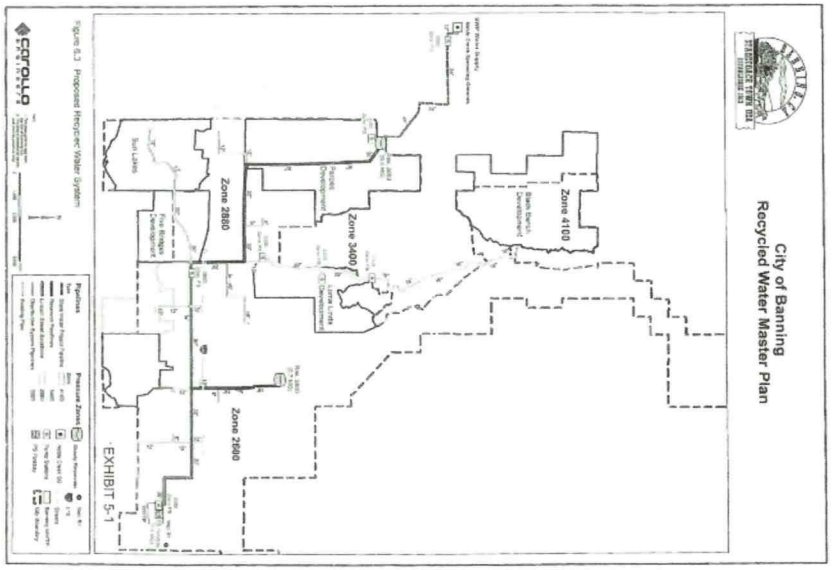
5.1. Introduction

The city is requiring that the Rancho San Gorgonio project utilize recycled water for all common area irrigation demands. This includes median and parkway landscape areas along the major streets within the project, as well as at the various parks and community centers throughout the master planned community. Landscaping on private property at residences will still be irrigated with domestic, potable water.

A recycled water system would reduce the amount of potable water required to serve the proposed project, while at the same time reducing the impact to the existing sewer system and waste water treatment facility. There would be an added expense due to the additional facilities required to support a recycled water system.

5.2. Proposed (City) Recycled Water System

At present, the city is constructing a centralized recycled water system. Pipelines are being installed in Westward Avenue west of Sunset, northerly on Sunset Avenue, and then easterly in Lincoln Avenue, eventually reaching the wastewater treatment plant. Expansion of the WWTP is anticipated, but work has not yet begun.



5.3. Recycled Water Delivery Options

A likely option is for a satellite package plant to be constructed, either somewhere within the limits of the community, such as PA 16-A, or at a strategic location nearby. One of the primary end-users of recycled water within the city is the Sun Lakes Golf Course.

Alternatively, a connection could be made to the pipeline the city is currently constructing. The recycled water would be produced at the upgraded city WWTP. Connections could be made at Westward and Sunset Avenues, or up to Lincoln Avenue via 8th or 22nd Streets.

Regardless of the ultimate source of recycled water, a system of pipelines will be required throughout the project. See Exhibit 5-2 for the proposed location of the on-site recycled water system, as well as the location of the points of connection anticipated at this time.

5.4. Projected Collection of Sewage available for Recycled Water

Based on figures outlined in the city's Sewer Master Plan (2006), the project is estimated to generate 0.839 MGD of sewage, or a peak amount of 1.4 MGD.

Table 5.4-3: Estimated Increase In Required Sewer Capacity

Land Use	Factor	Unit	Existing "Buildout" DU	MGD	Proposed DU or AC	MGD
Residential	194	Gal/Capita/Day	1399	0.271406	3385	0.65669
Commercial	1500	Gal/Acre/Day				
Industrial	1000	Gal/Acre/Day				
Airport	250	Gal/Acre/Day				
Public Park	182448	Gal/day based on Fixture Units			1	0.18245
Prison (Rehab. Center)	2000	Gal/Acre/Day				
		Total Average Flow		0.271406		0.83914
		Total Peak Flow*		0.46139		1.42653
		Increase			0.96514	

Note: Park area includes PA 10, PA 11 and 12 only.
*Peaking factor is from SSS (see Section 3.1 of the MPS for the formula, dry weather)

5.5. Estimated amount of Recycled Water available for Landscape Irrigation

Per Section 5.4 above, the project could provide 0.839 MGD of sewage for treatment and conversion to recycled water. A membrane bioreactor (MBR) wastewater treatment plant is proposed and discussed in detail in the project MPS. With a conservative yield of 50%, the plant could generate at least 470 acre-feet per year (50% of 0.839 MGD converted to acre-feet per year) of recycled water for common area landscape irrigation use.

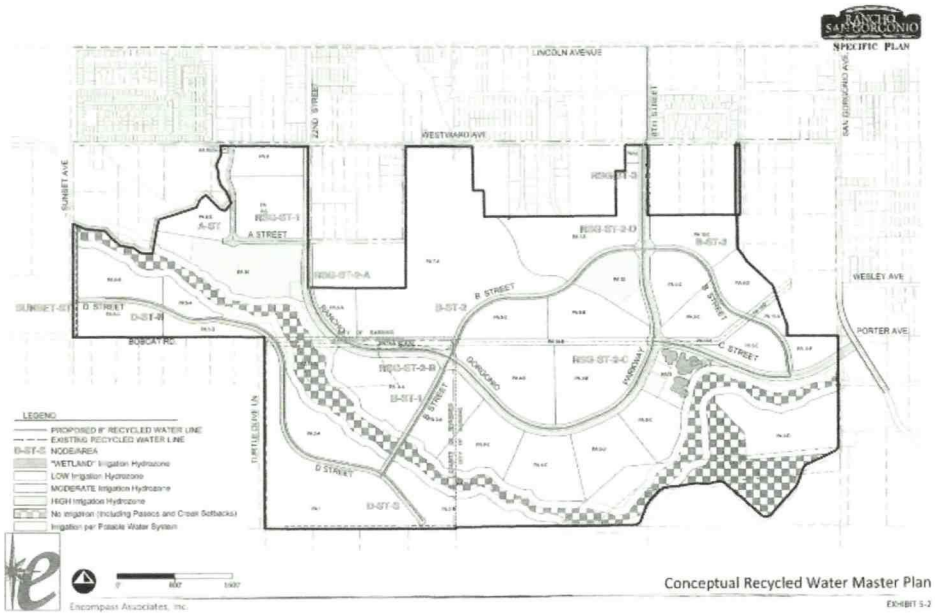
As the peak demand for irrigation does not generally coincide with the peak generation of sewage, storage capacity would likely be required to accommodate peak irrigation needs. Alternatives to storage would be to supplement with domestic water as needed, tie into an off-site source of recycled water, or tie into an off-site sewerline to draw wastewater as needed.

5.6. Estimated demand for Recycled Water

Based on preliminary calculations in the project Master Plan of Water, there are approximately 218 acres of common area landscaping for which recycled water is anticipated to be utilized for irrigation. Those areas include street parkways and medians, Paseos and creek setback areas, and significant portions of the large proposed parks. There will be a mix of turf and drought-tolerant landscaping watered with recycled water. Per the MPW, an average demand of 194,356 gallons per day is estimated, or 218 acre-feet per year.

5.7. Projected Reduction in Potable Water Demand

A detailed study would be required to determine if all of the available wastewater could be used for irrigation purposes, depending on how the recycled water system is configured ultimately. It is assumed herein that all of the wastewater generated could be recycled into water for irrigation use (with a yield of 50%), therefore there would be a reduction of 470 acre-feet year in potable water demand for the city, and approximately 218 acre-feet year from the project, at buildout.



Conceptual Recycled Water Master Plan

EXHIBIT 5-2

6. References

California Code of Regulations. California Water Code Division 6, Part 2.6. Urban Water Management Planning. 2010.

Carollo Engineers. City of Banning Recycled Water Master Plan Study, Final. September 2006.

Geoscience Support Services, Inc. City of Banning 2010 Urban Water Management Plan. July 22, 2011.

Geoscience Support Services, Inc. Maximum Perennial Yield Estimates for the Banning and Cabazon Storage Units, and Available Water Supply from the Beaumont Basin, Prepared for: City of Banning. March 29, 2011.

MWH, Inc. City of Banning Water System Hydraulic Modeling Report - Final Report. May 2002.

NBS/Lowry, Inc. Final Water Master Plan - City of Banning. March 1994.

NBS/Lowry, Inc. Final Sewer Master Plan - City of Banning. March 1994.

RBF Consulting, Inc., & Brownstein Hyatt Farber Schreck. Water Supply Assessment for Butterfield Specific Plan. December 2011.

	Total Area	Portion in RSG		Total Volume	Prorated Volume
Subarea	AC	AC	%	Ac-Ft	Ac-Ft
SmithCreek_S7	268	19.3	7%	31.6	2.28
SmithCreek_S4	83	22.9	27%	8.9	2.45
SmithCreek_S3	1298	1.1	0%	141.6	0.12
SmithCreek_S5	56	16.7	30%	6.2	1.86
SmithCreek_S8	232	36.1	16%	25.3	3.94
SmithCreek_S9	297	14.7	5%	34.1	1.68
Gilman_G3	116	68.1	59%	15.5	9.11
SmithCreek_S7	268	217.4	81%	31.6	25.62
Pershing_P3	372	309.3	83%	45.3	37.61
Montgomery_M4	179	144.2	80%	23.3	18.75
Totals		**849.6**	**389%**	**363.40**	**103.41**

100-year 6-hour Storm
within the limits of Rancho San Gorgonio

Area	849.6	ac
Total rainfall (6-hr)	3.200	in
Peak rainfall volume (6-hr)	2,719	ac-in

Existing Condition

Peak (volume) runoff (6-hr), from hydrology	103	ac-ft
	1,241	ac-in
Infiltration (total rainfall volume - runoff volume)	1,478	ac-in
Total infiltration per in of rainfall, 1478 / 3.2 =	462	ac-in per in
Infiltration Yield per in of rainfall, 462 / 849.6 =	54%	

Estimation of Stormwater Recharge

Annual Rainfall

Average annual rainfall = total developed infiltration and capture 17.770 in
See 2010 UWMP (page 12)

Existing condition infiltration based on Annual Rainfall

Existing condition infiltration, 0.54 x 17.77 = 9.596 in

Estimation of additional infiltration due to development

Net additional infiltration due to development, 17.77 - 9.596 = 8.174 in
579 ac-ft (per yr)

ORIGINAL COPY

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Attorneys for Plaintiff, SAN TIMOTEO WATERSHED MANAGEMENT AUTHORITY

NO FILING FEE REQUIRED PER GOVERNMENT CODE, SEC. 6103

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF RIVERSIDE

FEB - 4 2004

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF RIVERSIDE, RIVERSIDE COURT

SAN TIMOTEO WATERSHED MANAGEMENT AUTHORITY, a public agency,

Plaintiff,

vs.

CITY OF BANNING, a municipal corporation; BEAUMONT-CHERRY VALLEY WATER DISTRICT, an irrigation district; YUCAIPA VALLEY WATER DISTRICT, a county water district; PLANTATION ON THE LAKE LLC, a California limited liability company; SHARONDALE MESA OWNERS ASSOCIATION, an unincorporated association; SOUTH MESA MUTUAL WATER COMPANY, a mutual water company; CALIFORNIA OAK VALLEY GOLF AND RESORT LLC, a California limited liability company; OAK VALLEY PARTNERS LP, a Texas limited partnership; SOUTHERN CALIFORNIA SECTION OF THE PROFESSIONAL GOLFERS ASSOCIATION OF AMERICA, a California corporation; SUNNY-CAL EGG AND POULTRY COMPANY, a California corporation; MANHEIM, MANHEIM & BERMAN, a California General Partnership; WALTER M. BECKMAN, individually and as Trustee of the BECKMAN FAMILY TRUST dated December 11, 1990; THE ROMAN CATHOLIC BISHOP of San Bernardino, a California corporation; MERLIN PROPERTIES, LLC; LEONARD M. STEARNS and DOROTHY D. STEARNS, individually and as Trustees of the LEONARD M. STEARNS FAMILY TRUST OF 1991; and DOES 1 through 500, inclusive,

Defendants.

CASE NO. RIC 389197

STIPULATION FOR ENTRY OF JUDGMENT ADJUDICATING GROUNDWATER RIGHTS IN THE BEAUMONT BASIN

I. STIPULATING PARTIES IDENTIFIED

The following parties, and each of them, agree to the terms of this Stipulation:

Plaintiff:

SAN TIMOTEO WATERSHED MANAGEMENT AUTHORITY

Overlying Defendants:

1. SHARONDALE MESA OWNERS ASSOCIATION, an unincorporated association
2. CALIFORNIA OAK VALLEY GOLF AND RESORT LLC, a California limited liability company
3. OAK VALLEY PARTNERS LP, a Texas limited partnership
4. SOUTHERN CALIFORNIA SECTION OF THE PROFESSIONAL GOLFERS ASSOCIATION OF AMERICA, a California corporation
5. SUNNY-CAL EGG AND POULTRY COMPANY, a California corporation
6. MANHEIM, MANHEIM & BERMAN, a California general partnership
7. WALTER M. BECKMAN, individually, and as Trustee of the BECKMAN FAMILY TRUST dated December 11, 1990
8. THE ROMAN CATHOLIC BISHOP of San Bernardino, a California corporation
9. MERLIN PROPERTIES, LLC
10. LEONARD M. STEARNS and DOROTHY D. STEARNS, individually and as Trustees of the LEONARD M. STEARNS FAMILY TRUST OF 1991
11. PLANTATION ON THE LAKE LLC, a California limited liability company

Appropriating Defendants:

1. CITY OF BANNING, a municipal corporation
2. BEAUMONT-CHERRY VALLEY WATER DISTRICT, an irrigation district
3. SOUTH MESA MUTUAL WATER COMPANY, a mutual water company
4. YUCAIPA VALLEY WATER DISTRICT, a county water district

///

II. RECITALS

WHEREAS, plaintiff is a joint powers public agency, formed in 2001 for the purpose, among others, of preparing and implementing a Water Resources Management Plan for the San Timoteo Watershed and the waters tributary thereto, including the Beaumont Basin, in order to conserve local water supplies, improve surface and subsurface water quality and quantity, and to protect and enhance groundwater storage, for the benefit of the public;

WHEREAS, the Beaumont Basin, also known as the Beaumont Storage Unit, is the common source of water supply for appropriative water uses within the communities of Banning, Beaumont, Cherry Valley and Calimesa, and for various overlying uses including, but not limited to, golf courses and related facilities and agricultural production, including egg production and related agricultural irrigation uses;

WHEREAS, the maximum quantity of water which can be produced from the Beaumont Basin, at safe yield, is currently estimated to be 8650 acre feet per year, and the total groundwater production from the Beaumont Basin has exceeded and continues to exceed its safe yield;

WHEREAS, much of the land area within and adjacent to the Beaumont Basin is proposed to be intensively developed with residential, commercial and industrial uses, which will place additional demands on local water resources;

WHEREAS, it is estimated that the Beaumont Basin has the capability of storing more than 200,000 acre feet of water for overlying and appropriative use by water users within and

RIVERSIDE, C... ORNIA 92501 (909) 682-5480

adjacent to the Beaumont Basin;

WHEREAS, the plaintiff proposes to invest substantial public funds to construct facilities that will enable the storage of water within the Beaumont Basin, in addition to the storage that occurs naturally;

WHEREAS, the Overlying and Appropriating Defendants wish to secure the provision and availability of a reliable, affordable, long-term water supply for the area within plaintiff's jurisdiction, making reasonable and beneficial use of the native groundwater in the Beaumont Basin, and other local water resources, promoting the importation of water into the area, and storage of such water, and local surface waters, in the Beaumont Basin;

WHEREAS, the Overlying Defendants believe that it is in their best interest to enter into this Stipulation and be subject to the attached Judgment, rather than continue to litigate the safe yield of the Beaumont Basin, the quantity of their overlying rights, both historical and unexercised, the rights they may have to use the storage volume existing beneath their respective lands, and other issues;

WHEREAS, in order to protect existing overlying and appropriative uses and to justify and protect the public investment necessary to utilize the available groundwater storage capacity in the Beaumont Basin, it is necessary to adjudicate the Beaumont Basin and to define the respective water rights of the overlying and appropriative producers of groundwater.

NOW, THEREFORE, the undersigned parties, and each of them, hereby agree to the following Stipulated Terms.

RIVERSIDE, CALIFORNIA 92501 (909) 682-5480

III. STIPULATED TERMS

1. Form of Judgment: Judgment may be filed and entered in the form attached hereto as Exhibit "1" and made a part hereof.

2. Fees and Costs: Each party shall bear its own costs, attorneys fees and litigation expenses arising out of this adjudication.

3. Waiver: Notice of entry of judgment, the right to trial, stay of execution and appeal, is hereby waived, except as expressly set forth in the Judgment.

4. Binding Effect: This Stipulation and all obligations herein, shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties hereto.

5. Construction and Interpretation: No adverse construction or interpretation of this Stipulation shall be made under the Civil Code simply because the parties drafted or participated in the drafting of this Stipulation. The terms of the Judgment shall be interpreted to further the purposes of this Stipulation.

6. Jurisdiction and Venue: The Superior Court of California in and for the County of Riverside shall have jurisdiction of this matter. In the event of any litigation arising out of this Stipulation, venue shall conclusively be deemed to lie in the County of Riverside.

7. Advice of Counsel: The undersigned each have had the opportunity to consult with or have consulted with their own legal counsel regarding this Stipulation and all matters set forth herein, or have knowingly waived the right to do so.

8. Authority: Each person executing this Stipulation on behalf of any of the undersigned has been fully empowered to execute this Stipulation and that all necessary action for the execution of this Stipulation has been taken.

IT IS SO STIPULATED:

SAN TIMOTEO WATERSHED MANAGEMENT AUTHORITY

Dated: 1/6/04 By _____
President, Board of Directors

CITY OF BANNING

Dated: 12/23/03 By _____
Mayor

BEAUMONT-CHERRY VALLEY WATER DISTRICT

Dated: _____ By _____
President, Board of Directors

YUCAIPA VALLEY WATER DISTRICT

Dated: _____ By _____
President, Board of Directors

PLANTATION ON THE LAKE LLC

Dated: _____ By _____
President, Board of Directors

SHARONDALE MESA OWNERS ASSOCIATION

Dated: _____ By _____
President, Board of Directors

8. Authority: Each person executing this Stipulation on behalf of any of the undersigned has been fully empowered to execute this Stipulation and that all necessary action for the execution of this Stipulation has been taken.

IT IS SO STIPULATED:

SAN TIMOTEO WATERSHED MANAGEMENT AUTHORITY

Dated: _____ By _____
President, Board of Directors

CITY OF BANNING

Dated: _____ By _____
Mayor

BEAUMONT-CHERRY VALLEY WATER DISTRICT

Dated: July 3, 2003 By _____
President, Board of Directors

YUCAIPA VALLEY WATER DISTRICT

Dated: _____ By _____
President, Board of Directors

PLANTATION ON THE LAKE LLC

Dated: _____ By _____
President, Board of Directors

SHARONDALE MESA OWNERS ASSOCIATION

Dated: _____ By _____
President, Board of Directors

8. Authority: Each person executing this Stipulation on behalf of any of the undersigned has been fully empowered to execute this Stipulation and that all necessary action for the execution of this Stipulation has been taken.

IT IS SO STIPULATED:

SAN TIMOTEO WATERSHED MANAGEMENT AUTHORITY

Dated: _____ By _____
President, Board of Directors

CITY OF BANNING

Dated: _____ By _____
Mayor

BEAUMONT-CHERRY VALLEY WATER DISTRICT

Dated: _____ By _____
President, Board of Directors

YUCAIPA VALLEY WATER DISTRICT

Dated: 10/1/03 By _____
President, Board of Directors

PLANTATION ON THE LAKE LLC

Dated: _____ By _____
President, Board of Directors

SHARONDALE MESA OWNERS ASSOCIATION

Dated: _____ By _____
President, Board of Directors

6 STIPULATION FOR ENTRY OF JUDGMENT

8. Authority: Each person executing this Stipulation on behalf of any of the undersigned has been fully empowered to execute this Stipulation and that all necessary action for the execution of this Stipulation has been taken.

IT IS SO STIPULATED:

SAN TIMOTEO WATERSHED MANAGEMENT AUTHORITY

Dated: _____ By _____
President, Board of Directors

CITY OF BANNING

Dated: _____ By _____
Mayor

BEAUMONT-CHERRY VALLEY WATER DISTRICT

Dated: _____ By _____
President, Board of Directors

YUCAIPA VALLEY WATER DISTRICT

Dated: _____ By _____
President, Board of Directors

PLANTATION ON THE LAKE LLC

Dated: 7/30/03 By James H. Krueger
~~President, Board of Directors~~
Manager of Meadows Management Company LLC, Manager

SHARONDALE MESA OWNERS ASSOCIATION

Dated: _____ By _____
President, Board of Directors

8. Authority: Each person executing this Stipulation on behalf of any of the undersigned has been fully empowered to execute this Stipulation and that all necessary action for the execution of this Stipulation has been taken.

IT IS SO STIPULATED:

SAN TIMOTEO WATERSHED MANAGEMENT AUTHORITY

Dated: _____ By _____
President, Board of Directors

CITY OF BANNING

Dated: _____ By _____
Mayor

BEAUMONT-CHERRY VALLEY WATER DISTRICT

Dated: _____ By _____
President, Board of Directors

YUCAIPA VALLEY WATER DISTRICT

Dated: _____ By _____
President, Board of Directors

PLANTATION ON THE LAKE LLC

Dated: _____ By _____
President, Board of Directors

SHARONDALE MESA OWNERS ASSOCIATION

Dated: June 27, 2003 By Lena Jo Alexander
President, Board of Directors

6 STIPULATION FOR ENTRY OF JUDGMENT

SOUTH MESA MUTUAL WATER COMPANY

Dated: 6-27-03 By _____
President, Board of Directors

CALIFORNIA OAK VALLEY GOLF AND RESORT LLC

Dated: _____ By _____
President, Board of Directors

OAK VALLEY PARTNERS LP,
A Texas Limited Partnership

By: Oak Valley-Hunt, Inc.
a Texas Corporation
Managing General Partner

Dated: _____ By _____
D. CRAIG MARTIN

Its: President

SOUTHERN CALIFORNIA SECTION OF THE PROFESSIONAL GOLFERS ASSOCIATION OF AMERICA

Dated: _____ By _____
President, Board of Directors

SUNNY-CAL EGG AND POULTRY COMPANY

Dated: _____ By _____
President, Board of Directors

MANHEIM, MANHEIM & BERMAN

Dated: _____ By _____

SOUTH MESA MUTUAL WATER COMPANY

Dated: _____ By _____
President, Board of Directors

CALIFORNIA OAK VALLEY GOLF AND RESORT LLC

Dated: 7-31-2003 By _____
President, Board of Directors

OAK VALLEY PARTNERS LP,
A Texas Limited Partnership

By: Oak Valley-Hunt, Inc.
a Texas Corporation
Managing General Partner

Dated: _____ By _____
D. CRAIG MARTIN

Its: President

SOUTHERN CALIFORNIA SECTION OF THE PROFESSIONAL GOLFERS ASSOCIATION OF AMERICA

Dated: _____ By _____
President, Board of Directors

SUNNY-CAL EGG AND POULTRY COMPANY

Dated: _____ By _____
President, Board of Directors

MANHEIM, MANHEIM & BERMAN

Dated: _____ By _____

SOUTH MESA MUTUAL WATER COMPANY

Dated: _____ By _____
President, Board of Directors

CALIFORNIA OAK VALLEY GOLF AND RESORT LLC

Dated: _____ By _____
President, Board of Directors

OAK VALLEY PARTNERS LP,
A Texas Limited Partnership

By: Oak Valley-Hunt, Inc.
a Texas Corporation
Managing General Partner

Dated: _____ By _____
D. CRAIG MARTIN

Its: President

SOUTHERN CALIFORNIA SECTION OF THE PROFESSIONAL GOLFERS ASSOCIATION OF AMERICA

Dated: _____ By _____
President, Board of Directors

SUNNY-CAL EGG AND POULTRY COMPANY

Dated: _____ By _____
President, Board of Directors

MANHEIM, MANHEIM & BERMAN

Dated: _____ By _____

SOUTH MESA MUTUAL WATER COMPANY

Dated: _____ By _____
President, Board of Directors

CALIFORNIA OAK VALLEY GOLF AND RESORT LLC

Dated: _____ By _____
President, Board of Directors

OAK VALLEY PARTNERS LP,
A Texas Limited Partnership

By: Oak Valley-Hunt, Inc.
a Texas Corporation
Managing General Partner

Dated: _____ By _____
D. CRAIG MARTIN

Its: President

SOUTHERN CALIFORNIA SECTION OF THE PROFESSIONAL GOLFERS ASSOCIATION OF AMERICA

Dated: July 8, 2003 By Thomas C. Gustafson
~~President~~, ~~Board of Directors~~
CHIEF Executive Officer

SUNNY-CAL EGG AND POULTRY COMPANY

Dated: _____ By _____
President, Board of Directors

MANHEIM, MANHEIM & BERMAN

Dated: _____ By _____

7 STIPULATION FOR ENTRY OF JUDGMENT

SOUTH MESA MUTUAL WATER COMPANY

Dated: _____ By _____
President, Board of Directors

CALIFORNIA OAK VALLEY GOLF AND RESORT LLC

Dated: _____ By _____
President, Board of Directors

OAK VALLEY PARTNERS LP,
A Texas Limited Partnership

By: Oak Valley-Hunt, Inc.
a Texas Corporation
Managing General Partner

Dated: _____ By _____
D. CRAIG MARTIN

Its: President

SOUTHERN CALIFORNIA SECTION OF THE PROFESSIONAL GOLFERS ASSOCIATION OF AMERICA

Dated: _____ By _____
President, Board of Directors

SUNNY-CAL EGG AND POULTRY COMPANY

Dated: _____ By Michael Mahoian
President, Board of Directors

MANHEIM, MANHEIM & BERMAN

Dated: _____ By Scott Berman

Dated: 7-23-03 Walter M. Beckman
WALTER M. BECKMAN

Dated: 7-23-03 Walter M. Beckman
WALTER M. BECKMAN, Trustee of the BECKMAN FAMILY TRUST dated December 11, 1990

Dated: _____ _____
CECIL MERLE MURRAY

MERLIN PROPERTIES, LLC

Dated: _____ By _____

Dated: _____ _____
LEONARD M. STEARNS, individually and as Trustee of the LEONARD M. STEARNS FAMILY TRUST OF 1991

Dated: _____ _____
DOROTHY D. STEARNS, individually and as Trustee of the LEONARD M. STEARNS FAMILY TRUST OF 1991

APPROVAL AND ORDER

The foregoing Stipulation is hereby approved and is so ordered.

Dated: _____

_____
JUDGE OF THE SUPERIOR COURT

Dated: _____

WALTER M. BECKMAN

Dated: _____

WALTER M. BECKMAN, Trustee of the BECKMAN FAMILY TRUST dated December 11, 1990

THE ROMAN CATHOLIC BISHOP of San Bernardino, a California corporation

Dated: 9/18/03

By Msgr. Gerald M. Fogg

MERLIN PROPERTIES, LLC

Dated: _____

By _____

Dated: _____

LEONARD M. STEARNS, individually and as Trustee of the LEONARD M. STEARNS FAMILY TRUST OF 1991

Dated: _____

DOROTHY D. STEARNS, individually and as Trustee of the LEONARD M. STEARNS FAMILY TRUST OF 1991

APPROVAL AND ORDER

The foregoing Stipulation is hereby approved and is so ordered.

Dated: _____

JUDGE OF THE SUPERIOR COURT

Dated: _____

WALTER M. BECKMAN

Dated: _____

WALTER M. BECKMAN, Trustee of the BECKMAN FAMILY TRUST dated December 11, 1990

THE ROMAN CATHOLIC BISHOP of San Bernardino, a California corporation

Dated: _____

By _____

MERLIN PROPERTIES, LLC

Dated: July 31, 2003

By Paul L Rushmore

Dated: _____

LEONARD M. STEARNS, individually and as Trustee of the LEONARD M. STEARNS FAMILY TRUST OF 1991

Dated: _____

DOROTHY D. STEARNS, individually and as Trustee of the LEONARD M. STEARNS FAMILY TRUST OF 1991

APPROVAL AND ORDER

The foregoing Stipulation is hereby approved and is so ordered.

Dated: _____

JUDGE OF THE SUPERIOR COURT

Dated: _____ WALTER M. BECKMAN

Dated: _____ WALTER M. BECKMAN, Trustee of the BECKMAN FAMILY TRUST dated December 11, 1990

Dated: _____ CECIL MERLE MURRAY

MERLIN PROPERTIES, LLC

Dated: _____ By _____

Dated: 7-23-03 Leonard M. Stearns
LEONARD M. STEARNS, individually and as Trustee of the LEONARD M. STEARNS FAMILY TRUST OF 1991

Dated: 7-23-03 Dorothy D. Stearns
DOROTHY D. STEARNS, individually and as Trustee of the LEONARD M. STEARNS FAMILY TRUST OF 1991

APPROVAL AND ORDER

The foregoing Stipulation is hereby approved and is so ordered.

Dated: FEB - 4 2004

GARY TRANBARGER

JUDGE OF THE SUPERIOR COURT

ORIGINAL COPY

JOSEPH S. AKLUFI (Bar No. 68619)
AKLUFI AND WYSOCKI
3403 Tenth Street, Suite 610
Riverside, California 92501
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(909)682-2619 Fax

Attorneys for Plaintiff, SAN TIMOTEO WATERSHED MANAGEMENT AUTHORITY

NO FILING FEE REQUIRED PER GOVERNMENT CODE, SEC. 6103

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF RIVERSIDE
FEB - 4 2004

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF RIVERSIDE, RIVERSIDE COURT

SAN TIMOTEO WATERSHED MANAGEMENT AUTHORITY, a public agency,

Plaintiff,

vs.

CITY OF BANNING, a municipal corporation; BEAUMONT-CHERRY VALLEY WATER DISTRICT, an irrigation district; YUCAIPA VALLEY WATER DISTRICT, a county water district; PLANTATION ON THE LAKE LLC, a California limited liability company; SHARONDALE MESA OWNERS ASSOCIATION, an unincorporated association; SOUTH MESA MUTUAL WATER COMPANY, a mutual water company; CALIFORNIA OAK VALLEY GOLF AND RESORT LLC, a California limited liability company; OAK VALLEY PARTNERS LP, a Texas limited partnership; SOUTHERN CALIFORNIA SECTION OF THE PROFESSIONAL GOLFERS ASSOCIATION OF AMERICA, a California corporation; SUNNY-CAL EGG AND POULTRY COMPANY, a California corporation; MANHEIM, MANHEIM & BERMAN, a California General Partnership; WALTER M. BECKMAN, individually and as Trustee of the BECKMAN FAMILY TRUST dated December 11, 1990; THE ROMAN CATHOLIC BISHOP of San Bernardino,

CASE NO. RIC 389197

JUDGMENT PURSUANT TO STIPULATION ADJUDICATING GROUNDWATER RIGHTS IN THE BEAUMONT BASIN

a California corporation; MERLIN PROPERTIES, LLC; LEONARD M. STEARNS and DOROTHY D. STEARNS, individually and as Trustees of the LEONARD M. STEARNS FAMILY TRUST OF 1991; and DOES 1 through 500, inclusive,

Defendants.

I. INTRODUCTION

1. Pleadings, Parties and Jurisdiction

The complaint herein was filed on February 20, 2003, seeking an adjudication of water rights, injunctive relief and the imposition of a physical solution. The defaults of certain defendants have been entered, and certain other defendants dismissed. Other than defendants who have been dismissed or whose defaults have been entered, all defendants have appeared herein. This Court has jurisdiction of the subject matter of this action and of the parties herein.

2. Stipulation for Judgment

Stipulation for Entry of Judgment has been filed by and on behalf of all defendants who have appeared herein.

3. Definitions

As used in this Judgment, these terms shall have the following meanings:

A. Appropriator or Appropriator Parties: the pumpers identified in Exhibit "C" attached hereto.

B. Appropriator's Production Right: consists of an Appropriator's share of Operating Yield, plus (1) any water acquired by an Appropriator from an Overlying Producer or other Appropriator pursuant to this Judgment, (2) any water

withdrawn from the Appropriator's storage account, (3) and New Yield created by the Appropriator.

C. Appropriative Water: the amount of Safe Yield remaining after satisfaction of Overlying Water Rights.

D. Appropriative Water Right: each Appropriator's share of Appropriative Water, such share expressed as a percentage as shown on Exhibit "C".

E. Beaumont Basin or Beaumont Storage Unit: the area situated within the boundaries shown on Exhibit "A" attached hereto.

F. Conjunctive Use: the storage of water in a Groundwater Basin for use at a later time.

G. Groundwater: water beneath the surface of the ground within the zone below the water table in which soil is saturated with water.

H. Groundwater Basin: an area underlain by one or more permeable formations capable of furnishing a substantial water supply.

I. Groundwater Storage Agreement: a standard form of written agreement between the Watermaster and any Person requesting the storage of Supplemental Water.

J. Groundwater Storage Capacity: the space available in a Groundwater Basin that is not utilized for storage or regulation of Safe Yield and is reasonably available for Stored Water and Conjunctive Use.

K. Minimal Producer: any Producer who pumps 10 or fewer acre feet of Groundwater from the Beaumont Basin per year.

L. New Yield: increases in yield in quantities greater than historical amounts from sources of supply including, but not limited to, capture of available storm flow, by means of projects constructed after February 20, 2003, as determined by the Watermaster.

M. Operating Yield: the maximum quantity of water which can be produced annually by the Appropriators from the Beaumont Basin, which quantity consists of Appropriative Water plus Temporary Surplus.

N. Overdraft: a condition wherein the total annual production from a Groundwater Basin exceeds the Safe Yield thereof.

O. Overlying Parties: the Persons listed on Exhibit "B", who are owners of land which overlies the Beaumont Basin and have exercised Overlying Water Rights to pump therefrom. Overlying Parties include successors in interest and assignees.

P. Overlying Water Rights: the quantities decreed to Overlying Parties in Column 4 of Exhibit "B" to this Judgment.

Q. Overproduction: by an Appropriator, measured by an amount equal to the Appropriator's actual annual production minus the Appropriator's Production Right. By a new overlying producer, an amount equal to what the overlying producer pumped during the year.

R. Party (Parties): any Person(s) named in this action, or who has intervened, or has become subject to this Judgment either through stipulation, trial or otherwise

S. Person: any individual, partnership, association, corporation, governmental entity or agency, or other organization.

T. Physical Solution: the physical solution set forth in Part V of this Judgment.

U. Produce, Producing, Production, Pump or Pumping: the extraction of groundwater.

V. Producer or Pumper: any Person who extracts groundwater.

W. Recycled Water: has the meaning provided in Water Code Section 13050(n) and includes other nonpotable water for purposes of this Judgment.

X. Safe Yield: the maximum quantity of water which can be produced annually from a Groundwater Basin under a given set of conditions without causing a gradual lowering of the groundwater level leading eventually to depletion of the supply in storage. The Safe Yield of the Beaumont Basin is 8650 acre feet per year in each of the ten (10) years following entry of this Judgment.

Y. San Timoteo Watershed Management Authority: a joint powers public agency whose members are the Beaumont-Cherry Valley Water District, the City of Beaumont, the South Mesa Mutual Water Company and the Yucaipa Valley Water District.

Z. Stored Water: Supplemental Water stored in the Beaumont Basin pursuant to a Groundwater Storage Agreement with the Watermaster.

AA. Supplemental Water: water imported into the

Beaumont Basin from outside the Beaumont Basin including, without limitation, water diverted from creeks upstream and tributary to Beaumont Basin and water which is recycled and useable within the Beaumont Basin.

BB. Temporary Surplus: the amount of groundwater that can be pumped annually in excess of Safe Yield from a Groundwater Basin necessary to create enough additional storage capacity to prevent the waste of water.

CC. Watermaster: the Person appointed by the Court to administer and enforce the Physical Solution.

4. List of Exhibits

The following exhibits are attached to this Judgment and made a part hereof:

Exhibit "A" -- "Location Map of Beaumont Basin"
Exhibit "B" -- "Overlying Owners and Their Water Rights"
Exhibit "C" -- "Appropriators and Their Water Rights"
Exhibit "D" -- "Legal Description of Lands of the Overlying Parties"
Exhibit "E" -- "Location of Overlying Producer Parcels and Boundary of the Beaumont Basin"

II. INJUNCTIONS

1. Injunction Against Unauthorized Production of Beaumont Basin Water

Each party herein is enjoined, as follows:

A. Overlying Parties: Each defendant who is an Overlying Party, and its officers, agents, employees, successors and assigns, is hereby enjoined and restrained from producing groundwater from the Beaumont Basin in any five-year period hereafter in excess of five times the share of the Safe Yield assigned to the Overlying Parties as set

forth in Column 4 of Exhibit "B", as more fully described in the Physical Solution.

B. Appropriator Parties: Each defendant who is an Appropriator Party, and its officers, agents, employees, successors and assigns, is hereby enjoined and restrained from producing groundwater from the Beaumont Basin in any year hereafter in excess of such party's Appropriator's Production Right, except as additional annual Production may be authorized by the provisions of the Physical Solution.

2. Injunction Against Unauthorized Storage or Withdrawal of Stored Water

Each and every Party, and its officers, agents, employees, successors and assigns, is hereby enjoined and restrained from storing Supplemental Water in the Beaumont Basin for withdrawal, or causing withdrawal of water stored by that Party, except pursuant to the terms of a written Groundwater Storage Agreement with the Watermaster and in accordance with Watermaster Rules and Regulations. Any Supplemental Water stored in the Beaumont Basin, except pursuant to a Groundwater Storage Agreement, shall be deemed abandoned and not classified as Stored Water.

III. DECLARATION AND ADJUSTMENT OF RIGHTS

1. Overlying Rights

The Overlying Parties are currently exercising Overlying Water Rights in the Beaumont Basin. As shown on Exhibit "B", the aggregate Projected Maximum Production of water from the Beaumont Basin pursuant to Overlying Water Rights is 8650 acre feet and the Overlying Water Rights are individually decreed, in Column 4 of Exhibit "B", for each Overlying Party. The Overlying Parties

shall continue to have the right to exercise their respective Overlying Water Right as set forth in Column 4 of Exhibit "B" except to the extent their respective properties receive water service from an Appropriator Party, as contemplated by Paragraph III.3 of this Judgment.

2. Appropriator's Share of Operating Yield

Each Appropriator Party's share of Operating Yield is shown on Exhibit "C". Notwithstanding any other provision of this Judgment, each Appropriator Party may use its Appropriator's Production Right anywhere within its service area.

3. Adjustment of Rights

A. The Overlying Parties shall have the right to exercise their respective Overlying Water Rights except as provided in this Paragraph 3.

B. To the extent any Overlying Party requests, and uses its Exhibit "B", Column 4 water to obtain water service from an Appropriator Party, an equivalent volume of potable groundwater shall be earmarked by the Appropriator Party which will serve the Overlying Party, up to the volume of the Overlying Water Right as reflected in Column 4 of Exhibit "B" attached hereto, for the purpose of serving the Overlying Party. The intent of this provision is to ensure that the Overlying Party is given credit towards satisfying the water availability assessment provisions of Government Code, Section 66473.7 et seq. and Water Code, Section 10910 et seq. or other similar provisions of law, equal to the amount of groundwater earmarked hereunder.

C. When an Overlying Party receives water service as

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provided for in subparagraph III.3.B the Overlying Party shall forebear the use of that volume of the Overlying Water Right earmarked by the Appropriator Party. The Appropriator Party providing such service shall have the right to produce the volume of water foregone by the Overlying Party, in addition to other rights otherwise allocated to the Appropriator Party.

D. Should the volume of the Overlying Water Right equal or exceed the volume of potable groundwater earmarked as provided in subparagraph 3.B, the Appropriator Party which will serve the Overlying Party shall (i) impose potable water charges and assessments upon the Overlying Party and its successors in interest at the rates charged to the then-existing regular customers of the Appropriator Party, and (ii) not collect from such Overlying Party any development charge that may be related to the importation of water into the Beaumont Basin. The Appropriator Party which will serve the Overlying Party pursuant to Subparagraph III.3.B shall also consider, and negotiate in good faith regarding, the provision of a meaningful credit for any pipelines, pump stations, wells or other facilities that may exist on the property to be served.

E. In the event an Overlying Party receives Recycled Water from an Appropriator Party to serve an overlying use served with groundwater, the Overlying Water Right of the Overlying Party shall not be diminished by the receipt and use of such Recycled Water. Recycled Water provided by an Appropriator Party to an Overlying Party shall satisfy the

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criteria set forth in the California Water Code including, without limitation, the criteria set forth in Water Code Sections 13550 and 13551. The Appropriator Party which will serve the Recycled Water shall have the right to use that portion of the Overlying Water Right of the Overlying Party offset by the provision of Recycled Water service pursuant to the terms of this subparagraph; provided, however, that such right of use by the Appropriator Party shall no longer be valid if the Recycled Water, provided by the Appropriator Party to the Overlying Party, does not satisfy the requirements of Sections 13550 and 13551 and the Overlying Party ceases taking delivery of such Recycled Water.

F. Nothing in this Judgment is intended to impair or adversely affect the ability of an Overlying Party to enter into annexation or development agreements with any Appropriator Party.

G. Oak Valley Partners LP ("Oak Valley") is developing its property pursuant to Specific Plans 216 and 216A adopted by the County of Riverside ("County") in May 1990, and Specific Plan 318 adopted by the County in August, 2001, (Specific Plans 216, 216A and 318 are collectively referred to as the "Specific Plans"). The future water supply needs at build-out of the Specific Plans will greatly exceed Oak Valley's Projected Maximum Production, as reflected in Exhibit "B" to the Judgment, and may be as much as 12,811 acre feet per year. Oak Valley has annexed the portion of its property now within the City of Beaumont into the Beaumont-Cherry Valley Water District ("BCVWD"), and is in

the process of annexing the remainder portion of its property into the Yucaipa Valley Water District ("YVWD"), in order to obtain retail water service for the development of the Oak Valley property pursuant to the Specific Plans (for purposes of this subparagraph BCVWD and YVWD are collectively referred to as the "Water Districts", and individually as a "Water District"). YVWD covenants to use its best efforts to finalize the annexation of the Oak Valley property within the Calimesa City limits. Oak Valley, for itself and its successors and assigns, hereby agrees, by this stipulation and upon final annexation of its property by YVWD, to forbear from claiming any future, unexercised, overlying rights in excess of the Projected Maximum Production of Exhibit "B" of 1806 acre feet per year. As consideration for the forbearance, the Water Districts agree to amend their respective Urban Water Management Plans ("UWMP") in 2005 as follows: BCVWD agrees that 2,400 acre feet per year of projected water demand shall be included for the portion of Oak Valley to be served by BCVWD in its UWMP, and YVWD agrees to include 8,000 acre feet per year of projected water demand as a projected demand for the portion of Oak Valley to be served by YVWD in its UWMP by 2025. The Water Districts agree to use their best judgment to accurately revise this estimate to reflect the projected water demands for the UWMP prepared in 2010. Furthermore, the Water Districts further agree that, in providing water availability assessments prior to 2010, as required by Water Code §10910 and water supply verifications as required by Government Code §§66455.3 and

66473.7, or any similar statute, and in maintaining their respective UWMP, each shall consider the foregoing respective projected water demand figures for Oak Valley as proposed water demands. The intent of the foregoing requirements is to ensure that Oak Valley is credited for the forbearance of its overlying water rights and is fully accounted for in each Water District's UWMP and overall water planning. The Water Districts' actions in performance of the foregoing planning obligations shall not create any right or entitlement to, or priority or allocation in, any particular water supply source, capacity or facility, or any right to receive water service other than by satisfying the applicable Water District's reasonable requirements relating to application for service. Nothing in this subparagraph G is intended to affect or impair the provision of earmarked water to Overlying Parties who request and obtain water service from Appropriator Parties, as set forth in subparagraph III.3.B, above.

H. Persons who would otherwise qualify as Overlying Producers based on an interest in land lying within the City of Banning's service area shall not have the rights described in this Paragraph III.3.

4. Exemption for Minimal Producers

Unless otherwise ordered by the Court, Minimal Producers are exempt from the provisions of this Judgment.

IV. CONTINUING JURISDICTION

Full jurisdiction, power and authority is retained and reserved to the Court for purposes of enabling the Court, upon

application of any Party, by a motion noticed for at least a 30-day period (or consistent with the review procedures of Paragraph VII.6 herein, if applicable), to make such further or supplemental order or directions as may be necessary or appropriate for interim operation of the Beaumont Basin before the Physical Solution is fully operative, or for interpretation, or enforcement or carrying out of this Judgment, and to modify, amend or amplify any of the provisions of this Judgment or to add to the provisions hereof consistent with the rights herein decreed; except that the Court's jurisdiction does not extend to the redetermination of (a) Safe Yield during the first ten years of operation of the Physical Solution, and (b) the fraction of the share of Appropriative Water of each Appropriator.

V. THE PHYSICAL SOLUTION

1. Purpose and Objective

In accordance with the mandate of Section 2 of Article X of the California Constitution, the Court hereby adopts, and orders the parties to comply with, a Physical Solution. The purpose of the Physical Solution is to establish a legal and practical means for making the maximum reasonable beneficial use of the waters of Beaumont Basin, to facilitate conjunctive utilization of surface, ground and Supplemental Waters, and to satisfy the requirements of water users having rights in, or who are dependent upon, the Beaumont Basin. Such Physical Solution requires the definition of the individual rights of all Parties within the Beaumont Basin in a manner which will fairly allocate the native water supplies and which will provide for equitable sharing of costs of Supplemental Water.

2. Need for Flexibility

The Physical Solution must provide maximum flexibility and adaptability in order that the Watermaster and the Court may be free to use existing and future technological, social, institutional and economic options. To that end, the Court's retained jurisdiction shall be utilized, where appropriate, to supplement the discretion granted herein to the Watermaster.

3. Production and Storage in Accordance With Judgment

This Judgment, and the Physical Solution decreed herein, address all Production and Storage within the Beaumont Basin. Because the Beaumont Basin is at or near a condition of Overdraft, any Production outside the framework of this Judgment and Physical Solution will potentially damage the Beaumont Basin, injure the rights of all Parties, result in the waste of water and interfere with the Physical Solution. The Watermaster shall bring an action or a motion to enjoin any Production that is not in accordance with the terms of this Judgment.

4. General Pattern of Operation

One fundamental premise of the adjudication is that all Producers shall be allowed to pump sufficient water from the Beaumont Basin to meet their respective requirements. Another fundamental premise of the adjudication is that Overlying Parties who pump no more than the amount of their Overlying Water Right as shown on Column 4 of Exhibit "B" hereto, shall not be charged for the replenishment of the Beaumont Basin. To the extent that pumping exceeds five (5) times the share of the Safe Yield assigned to an Overlying Party (Column 4 of Exhibit "B") in any five (5) consecutive years, or the share of Operating Yield

Right of each Appropriator Party, each such Party shall provide funds to enable the Watermaster to replace such Overproduction.

5. Use of Available Groundwater Storage Capacity

A. There exists in the Beaumont Basin a substantial amount of available Groundwater Storage Capacity. Such Capacity can be reasonably used for Stored Water and Conjunctive Use and may be used subject to Watermaster regulation to prevent injury to existing Overlying and Appropriative water rights, to prevent the waste of water, and to protect the right to the use of Supplemental Water in storage and Safe Yield of the Beaumont Basin.

B. There shall be reserved for Conjunctive Use a minimum of 200,000 acre feet of Groundwater Storage Capacity in the Beaumont Basin provided that such amount may be reduced as necessary to prevent injury to existing water rights or existing uses of water within the Basin, and to prevent the waste of water. Any Person may make reasonable beneficial use of the Groundwater Storage Capacity for storage of Supplemental Water; provided, however, that no such use shall be made except pursuant to a written Groundwater Storage Agreement with the Watermaster. The allocation and use of Groundwater Storage Capacity shall have priority and preference for Producers within the Beaumont Basin over storage for export. The Watermaster may, from time-to-time, redetermine the available Groundwater Storage Capacity.

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VI. ADMINISTRATION

1. Administration and Enforcement by Watermaster

The Watermaster shall administer and enforce the provisions of this Judgment and any subsequent order or instructions of the Court.

2. Watermaster Control

The Watermaster is hereby granted discretionary powers to develop and implement a groundwater management plan and program for the Beaumont Basin, which plan shall be filed with and shall be subject to review and approval by, the Court, and which may include water quantity and quality considerations and shall reflect the provisions of this Judgment. Except for the exercise by Overlying Parties of their respective Rights described in Column 4 of Exhibit "B" hereto in accordance with the provisions of the Physical Solution, groundwater extractions and the replenishment thereof, and the storage of Supplemental Water, shall be subject to procedures established and administered by the Watermaster. Such procedures shall be subject to review by the Court upon motion by any Party.

3. Watermaster Standard of Performance

The Watermaster shall, in carrying out its duties and responsibilities herein, act in an impartial manner without favor or prejudice to any Party or purpose of use.

4. Watermaster Appointment

The Watermaster shall consist of a committee composed of persons nominated by the City of Banning, the City of Beaumont, the Beaumont-Cherry Valley Water District, the South Mesa Mutual Water Company and the Yucaipa Valley Water District, each of

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which shall have the right to nominate one representative to the Watermaster committee who shall be an employee of or consultant to the nominating agency. Each such nomination shall be made in writing, served upon the other parties to this Judgment and filed with the Court, which shall approve or reject such nomination. Each Watermaster representative shall serve until a replacement nominee is approved by the Court. The nominating agency shall have the right to nominate that representative's successor.

5. Powers and Duties of the Watermaster

Subject to the continuing supervision and control of the Court, the Watermaster shall have and may exercise the following express powers, and shall perform the following duties, together with any specific powers, authority, and duties granted or imposed elsewhere in this Judgment or hereafter ordered or authorized by the Court in the exercise of its continuing jurisdiction:

A. Rules and Regulations: The adoption of appropriate rules and regulations for the conduct of Watermaster affairs, copies of which shall be provided to all interested parties.

B. Wellhead Protection and Recharge: The identification and management of wellhead protection areas and recharge areas.

C. Well Abandonment: The administration of a well abandonment and well destruction program.

D. Well Construction: The development of minimum well construction specifications and the permitting of new wells.

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E. Mitigation of Overdraft: The mitigation of conditions of uncontrolled overdraft.

F. Replenishment: The acquisition and recharge of Supplemental Water.

G. Monitoring: The monitoring of groundwater levels, ground levels, storage, and water quality.

H. Conjunctive Use: The development and management of conjunctive-use programs.

I. Local Projects: The coordination of construction and operation, by local agencies, of recharge, storage, conservation, water recycling, extraction projects and any water resource management activity within or impacting the Beaumont Basin.

J. Land Use Plans: The review of land use plans and coordination with land use planning agencies to mitigate or eliminate activities that create a reasonable risk of groundwater contamination.

K. Acquisition of Facilities: The purchase, lease and acquisition of all necessary real and personal property, including facilities and equipment.

L. Employment of Experts and Agents: The employment or retention of such technical, clerical, administrative, engineering, accounting, legal or other specialized personnel and consultants as may be deemed appropriate. The Watermaster shall maintain records allocating the cost of such services as well as all other expenses of Watermaster administration.

M. Measuring Devices: Except as otherwise provided

by agreement the Watermaster shall install and maintain in good operating condition, at the cost of the Watermaster, such necessary measuring devices or meters as Watermaster may deem appropriate. Such devices shall be inspected and tested as deemed necessary by the Watermaster and the cost thereof borne by the Watermaster. Meter repair and retesting will be a Producer expense.

N. Assessments: The Watermaster is empowered to levy and collect the following assessments:

(1) Annual Replenishment Assessments

The Watermaster shall levy and collect assessments in each year, in amounts sufficient to purchase replenishment water to replace Overproduction by any Party.

(2) Annual Administrative Assessments

a. Watermaster Expenses: The expenses of administration of the Physical Solution shall be categorized as either "General Watermaster Administration Expenses", or "Special Project Expenses".

i. General Watermaster Administration Expenses: shall include office rent, labor, supplies, office equipment, incidental expenses and general overhead. General Watermaster Administration Expenses shall be assessed by the Watermaster equally against the Appropriators who have appointed representatives to the Watermaster.

ii. Special Project Expenses: shall include special engineering, economic or other studies, litigation expenses, meter testing or other major operating expenses. Each such project shall be assigned a task order number and shall be separately budgeted and accounted for. Special Project Expenses shall be allocated to the Appropriators, or portion thereof, on the basis of benefit.

O. Investment of Funds; Borrowing: The Watermaster may hold and invest Watermaster funds as authorized by law, and may borrow, from time-to-time, amounts not exceeding annual receipts.

P. Contracts: The Watermaster may enter into contracts for the performance of any of its powers.

Q. Cooperation With Other Agencies: The Watermaster may act jointly or cooperate with other local, state and federal agencies.

R. Studies: The Watermaster may undertake relevant studies of hydrologic conditions and operating aspects of the management program for the Beaumont Basin.

S. Groundwater Storage Agreements: The Watermaster shall adopt uniform rules and a standard form of agreement for the storage of Supplemental Water, provided that the activities undertaken pursuant to such agreements do not injure any Party.

T. Administration of Groundwater Storage Capacity: Except for the exercise by the Overlying Parties of their

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respective Overlying Water Rights described in Part III, above, in accordance with the provisions of the Physical Solution, all Groundwater Storage Capacity in the Beaumont Basin shall be subject to the Watermaster's rules and regulations, which regulations shall ensure that sufficient storage capacity shall be reserved for local projects. Any Person or entity may apply to the Watermaster to store water in the Beaumont Basin.

U. Accounting for Stored Water: The Watermaster shall calculate additions, extractions and losses and maintain an annual account of all stored water in the Beaumont Basin, and any losses of water supplies or Safe Yield resulting from such stored water.

V. Accounting for New Yield: Recharge of the Beaumont Basin with New Yield water shall be credited to the Party that creates the New Yield. The Watermaster shall make an independent scientific assessment of the estimated New Yield created by each proposed project. New Yield will be allocated on an annual basis, based upon monitoring data and review by the Watermaster.

W. Accounting for Acquisitions of Water Rights: The Watermaster shall maintain an accounting of acquisitions by Appropriators of water otherwise subject to Overlying Water Rights as the result of the provision of water service thereto by an Appropriator.

X. Annual Administrative Budget: The Watermaster shall prepare an annual administrative budget for public review, and shall hold a public hearing on each such budget

prior to adoption. The budget shall be prepared in sufficient detail so as to make a proper allocation of the expenses and receipts. Expenditures within budgeted items may thereafter be made by the Watermaster as a matter of course.

Y. Redetermining the Safe Yield: The Safe Yield of the Beaumont Basin shall be redetermined at least every 10 years beginning 10 years after the date of entry of this Judgment.

6. Reports and Accounting

(a) Production Reports: Each Pumper shall periodically file, pursuant to Watermaster rules and regulations, a report showing the total production of such Pumper from each well during the preceding report period, and such additional information as the Watermaster may reasonably require.

(b) Watermaster Report and Accounting: The Watermaster shall prepare an annual report of the preceding year's operations, which shall include an audit of all assessments and Watermaster expenditures.

7. Replenishment

Supplemental Water may be obtained by the Watermaster from any source. The Watermaster shall seek the best available quality of Supplemental Water at the most reasonable cost for recharge in the Basin. Sources may include, but are not limited to:

(a) Recycled Water;

(b) State Water Project Water;

(c) Other imported water.

Replenishment may be accomplished by any reasonable method including:

(a) Spreading and percolation, or injection of water in existing or new facilities; and/or

(b) In-lieu deliveries for direct surface use, in lieu of groundwater extraction.

VII. MISCELLANEOUS PROVISIONS

1. Designation of Address for Notice and Service

Each Party shall designate, in writing to the plaintiff, the name and address to be used for purposes of all subsequent notices and service herein, such designation to be delivered to the plaintiff within 30 days after the Judgment has been entered. The plaintiff shall, within 45 days after judgment has been entered, file the list of designees with the Court and serve the same on the Watermaster and all Parties. Such designation may be changed from time-to-time by filing a written notice of such change with the Watermaster. Any Party desiring to be relieved of receiving notices of Watermaster activity may file a waiver of notice on a form to be provided by the Watermaster. The Watermaster shall maintain, at all times, a current list of Parties to whom notices are to be sent and their addresses for purposes of service. The Watermaster shall also maintain a full current list of names and addresses of all Parties or their successors, as filed herein. Copies of such lists shall be available to any Person. If no designation is made, a Party's designee shall be deemed to be, in order of priority: (i) the Party's attorney of record; or (ii) if the Party does not have an

attorney of record, the Party itself at the address on the Watermaster list.

2. Intervention After Judgment

Any Person who is neither a Party to this Judgment nor a successor or assignee of a Party to this Judgment may seek to become a party to this Judgment by filing a petition in intervention.

3. Interference with Pumping

Nothing in this judgment shall be deemed to prevent any party from seeking judicial relief against any other party whose pumping activities constitute an unreasonable interference with the complaining party's ability to extract groundwater.

4. Successors and Assigns

This Judgment and all provisions herein shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties hereto.

5. Severability

The provisions of this Judgment are severable. If any provision of this Judgment is held by the Court to be illegal, invalid or unenforceable, that provision shall be excised from the Judgment. The remainder of the terms of the Judgment shall remain in full force and effect and shall in no way be affected, impaired or invalidated by such excision. This Judgment shall be reformed to add, in lieu of the excised provision, a provision as similar in terms to the excised provision as may be possible and be legal, valid and enforceable.

6. Review Procedures

Any action, decision, rule or procedure of the Watermaster

pursuant to this Judgment shall be subject to review by the Court on its own motion or on timely motion by any Party, as follows:

A. Effective Date of Watermaster Action: Any order, decision or action of the Watermaster pursuant to this Judgment on noticed specific agenda items shall be deemed to have occurred on the date of the order, decision or action.

B. Notice of Motion: Any Party may, by a regularly-noticed motion, petition the Court for review of the Watermaster's action or decision pursuant to this Judgment. The motion shall be deemed to be filed when a copy, conformed as filed with the Court, has been delivered to the Watermaster, together with the service fee established by the Watermaster sufficient to cover the cost to photocopy and mail the motion to each Party. The Watermaster shall prepare copies and mail a copy of the motion to each Party or its designee according to the official service list which shall be maintained by the Watermaster according to Part VII, paragraph 1, above. A Party's obligation to serve the notice of a motion upon the Parties is deemed to be satisfied by filing the motion as provided herein. Unless ordered by the Court, any petition shall not operate to stay the effect of any Watermaster action or decision which is challenged.

C. Time for Motion: A motion to review any Watermaster action or decision shall be filed within 90 days after such Watermaster action or decision, except that motions to review Watermaster assessments hereunder shall be filed within 30 days of mailing of notice of the assessment.

D. De Novo Nature of Proceeding: Upon filing of a petition to review a Watermaster action, the Watermaster shall notify the Parties of a date when the Court will take evidence and hear argument. The Court's review shall be de novo and the Watermaster decision or action shall have no evidentiary weight in such proceeding.

E. Decision: The decision of the Court in such proceedings shall be an appealable Supplemental Order in this case. When the same is final, it shall be binding upon the Watermaster and the Parties.

Dated: FEB - 4 2004

GARY TRANBARGER

JUDGE OF THE SUPERIOR COURT

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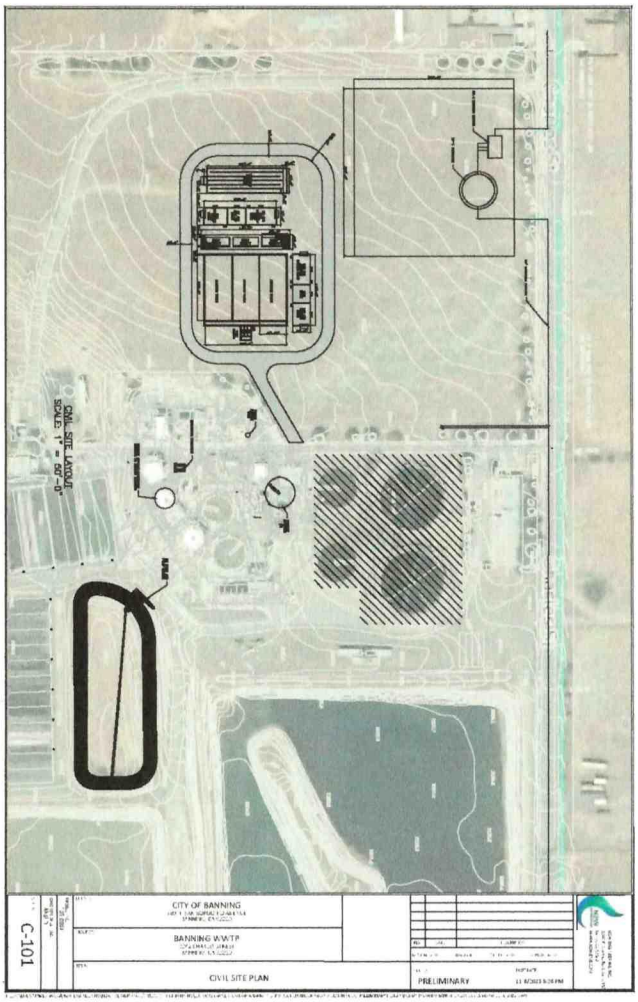
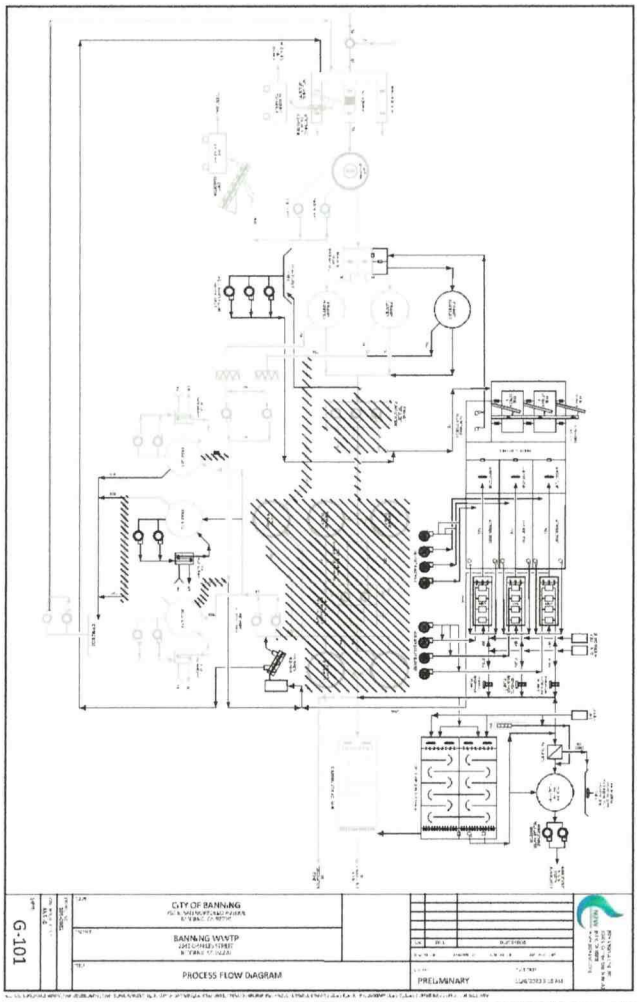
Appendix C
50-Year Lifecycle Cost

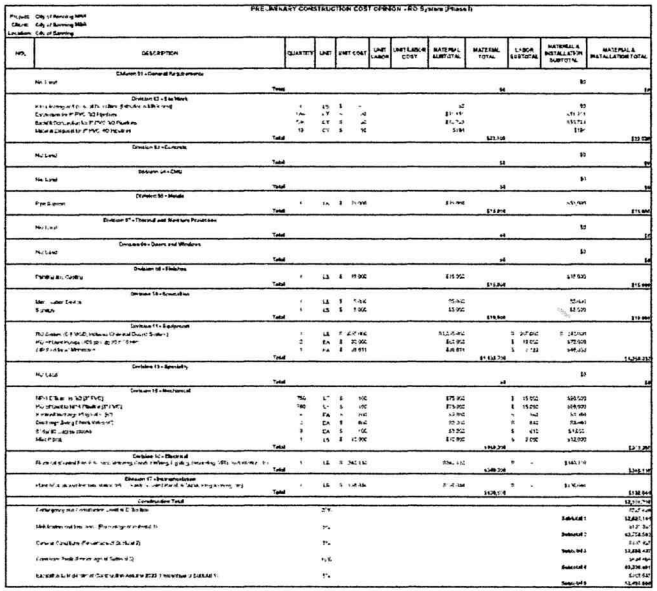
Appendix D
Preliminary Detailed Site Plan and Process Flow Diagram




CIVIL SITE LAYOUT
SCALE: 1" = 60'-0"
CITY OF BANNING
BANNING WWTP
CIVIL SITE PLAN
PRELIMINARY
C-101


CITY OF BANNING
BANNING WWTP
PROCESS FLOW DIAGRAM
PRELIMINARY
G-101

Appendix E
Preliminary Capital Cost Estimate



PRELIMINARY CONSTRUCTION COST OPINION - RO System (Phase 1)

Project: City of Banning WRF
Client: City of Banning M&A
Location: City of Banning

NO.	DESCRIPTION	QUANTITY	UNIT	UNIT COST	UNIT LABOR	UNIT LABOR COST	MATERIAL SUBTOTAL	MATERIAL TOTAL	LABOR SUBTOTAL	MATERIAL & INSTALLATION SUBTOTAL	MATERIALS INSTALLATION TOTAL
	Division 01 = General Requirements										
	No Line	Total						$0		$0	$0
	Division 02 = Site Work										
	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]				
	Excavation 8" PVC SCH Injection	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]			[illegible]	
	Backfill Trench under 8" PVC SCH Pipeline	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]			[illegible]	
	Material Disposal for 8" PVC SCH Pipeline	10	CY	$ 75			$ 750			$ 750	
		Total						$23,700			$23,700
	Division 03 = Concrete										
	No Line									$0	
		Total						$0			$0
	Division 04 = Only										
	No Line									$0	
		Total						$0			$0
	Division 05 = Metals										
	Pipe Spacer	1	EA	$ 71,000			$ 71,000			[illegible]	
		Total						$71,000			$71,000
	Division 07 = Thermal and Moisture Protection										
	No Line									$0	
		Total						$0			$0
	Division 08 = Openings - Doors and Windows										
	No Line									$0	
		Total						$0			$0
	Division 09 = Finishes										
	Painting etc. Coating	1	LS	$ 15,000			$ 15,000			$ 15,000	
		Total						$15,000			$15,000
	Division 10 = Specialties										
	Misc. Water Devices	1	LS	$ 7,500			$ 7,500			$ 7,500	
	Signage	1	LS	$ 2,000			$ 2,000			$ 2,000	
		Total						$10,000			$10,000
	Division 11 = Equipment										
	RO System (6 X 8" MOD, Hollow Chemical Dosing System)	1	LS	$ 437,000			$ 437,000		$ 247,000	$ 247,000	
	RO Feed Pumps, 125 gpm @ 70 ft TDH	2	EA	$ 20,000			$ 40,000		$ 10,000	$ 30,000	
	[illegible]	1	EA	$ 9,000			$ 9,000		$ 1,000	$ 10,000	
		Total						$ 1,518,700			$ 1,740,200
	Division 13 = Specialty										
	No Line									$0	
		Total						$0			$0
	Division 15 = Mechanical										
	MPI CPVC Pipe, Sch 80 (8" PVC)	750	LF	$ 100			$ 75,000		$ 15,000	$ 90,000	
	RO Influent to MPI Feed Pipe (8" PVC)	750	LF	$ 100			$ 75,000		$ 15,000	$ 90,000	
	[illegible]	1	EA	$ 2,500			$ 2,500		$ 500	$ 3,000	
	Dechlorination Injection Point	1	EA	$ 2,500			$ 2,500		$ 500	$ 3,000	
	[illegible]	3	EA	$ 500			$ 1,500		$ 300	$ 1,800	
	Misc Piping	1	LS	$ 2,000			$ 2,000		$ 500	$ 2,500	
		Total						$ 169,200			$ 210,300
	Division 16 = Electrical										
	[illegible]	1	LS	$ 240,000			$ 240,000		$ -	$ 240,000	
		Total						$ 240,000			$ 240,000
	Division 17 = Instrumentation										
	[illegible]	1	LS	$ 1,000			$ 1,000		$ -	$ 1,000	
		Total						$ 1,000			$ 1,000
	Construction Total										$2,000,000
	[illegible]		25%								[illegible]
	[illegible]		5%							Subtotal 1	$2,625,000
	[illegible]		5%							Subtotal 2	$2,756,250
	[illegible]		5%								[illegible]
	[illegible]		5%							Total M&I	$3,094,462
	[illegible]		5%							Subtotal 4	$3,249,185
	[illegible]		5%								[illegible]
										Total M&I	$3,411,644

PRELIMINARY CONSTRUCTION COST OPINION - Brine Drying Beds and Evaporators (Phase I)

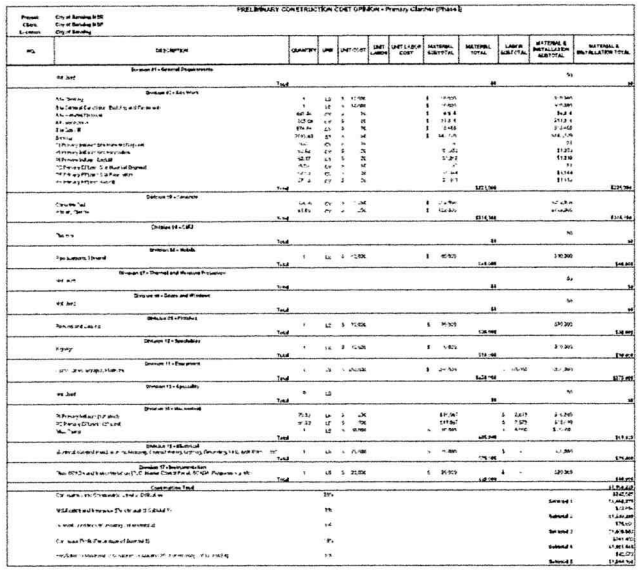
Project: City of Banning MSP
Client: City of Banning MSH
Location: City of Banning

NO.	DESCRIPTION	QUANTITY	UNIT	UNIT COST	UNIT LABOR	UNIT LABOR COST	MATERIAL SUBTOTAL	MATERIAL TOTAL	LABOR SUBTOTAL	MATERIAL & INSTALLATION SUBTOTAL	MATERIAL & INSTALLATION TOTAL
	Division 01 - General Requirements										
	No Used									$0	
	Total							$0			$0
	Division 02 - Site Work										
	Demolition	1	LS	$ 17,000			$15,000			$15,000	
	Earthwork	1215.04	CY	$ 10			$ 1,450.00			$1,450.00	
	Total							$1,375,500			$1,325,500
	Division 03 - Concrete										
	No Used									$0	
	Total							$0			$0
	Division 04 - CMU										
	No Used									$0	
	Total							$0			$0
	Division 05 - Metals										
	No Used									$0	
	Total							$0			$0
	Division 07 - Thermal and Moisture Protection										
	HDPE liner - Double Liner Total	455400	SQ FT	$ 4			$1,673,600			$1,655,600	
	Total							$1,623,600			$1,623,600
	Division 08 - Doors and Windows										
	No Used									$0	
	Total							$0			$0
	Division 09 - Finishes										
	No Used									$0	
	Total							$0			$0
	Division 10 - Specialties										
	No Used									$0	
	Total							$0			$0
	Division 11 - Equipment										
	Evaporator	12	EA	$ 30,000			$360,000			$360,000	
	Total							$360,000			$330,000
	Division 13 - Specialty										
	No Used									$0	
	Total							$0			$0
	Division 15 - Mechanical										
	No Used									$0	
	Total							$0			$0
	Division 16 - Electrical										
	No Used									$0	
	Total							$0			$0
	Division 17 - Instrumentation										
	No Used									$0	
	Total							$0			$0
	Construction Total										$3,158,500
	Contingency and Construction Level of Effort Factor			25%							$789,625
										Subtotal 1	$3,948,125
	Mobilization and Insurance (Percentage of Subtotal 1)			3%							$127,426
										Subtotal 2	$4,140,549
	General Conditions (Percentage of Subtotal 2)			5%							$207,027
										Subtotal 3	$4,347,576
	Contractor Profit (Percentage of Subtotal 3)			15%							$652,137
										Subtotal 4	$5,000,713
	Escalation to Mid-Point of Construction Assume 2022 (Percentage of Subtotal 4)			5%							$250,036
										Subtotal 5	$5,250,750

PRELIMINARY CONSTRUCTION COST OPINION - WSR Facility (Phase I)

Project: City of Banning MSP
Client: City of Banning MSP
Location: City of Banning

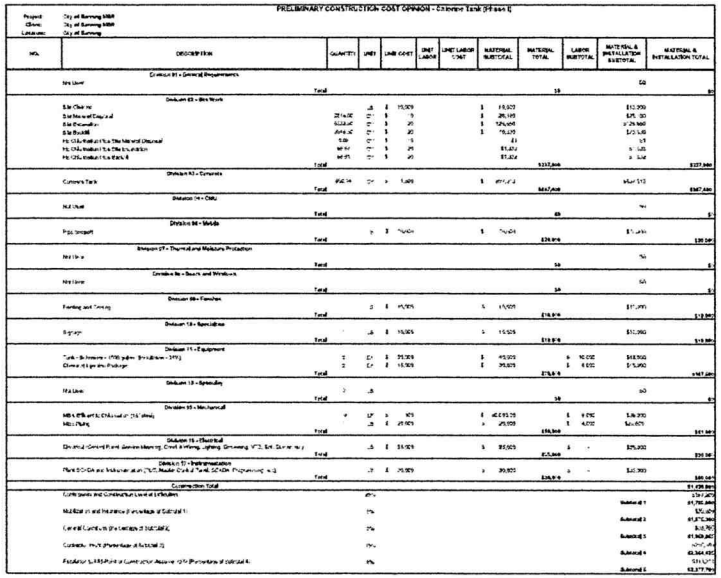
NO.	DESCRIPTION	QUANTITY	UNIT	UNIT COST	UNIT LABOR	UNIT LABOR COST	MATERIAL SUBTOTAL	MATERIAL TOTAL	LABOR SUBTOTAL	MATERIAL & INSTALLATION SUBTOTAL	MATERIAL & INSTALLATION TOTAL
	Division 01 - General Requirements										
	No Used									$0	
	Total							$0			$0
	Division 02 - Site Work										
	Site Clearing	1	LS	$ 40,000			$40,000			$40,000	
	Tank Demo	1	LS	$ 100,000			$100,000			$100,000	
	Trench Excavation	3437	CY	$ 25			$85,925			$85,925	
	Gravel Backfill	4,850	CY	$ 25			$121,250			$121,250	
	Soil Disposal Off-Site	1,750	CY	$ 10			$17,500			$17,500	
	Pavement Repair	1	LS	$ 200,000			$200,000			$200,000	
	Grading	1.0	LS	$ 50,000			$50,000			$50,000	
	Total							$614,675			$614,675
	Division 03 - Concrete										
	Concrete	1,991	CY	$ 1,800			$3,583,800			$3,583,800	
								$4,226,700			$4,197,475
	Division 04 - CMU										
	Building Wall - 8in. CMU Exterior Wall and Interior Walls	7225	SF	$ 20			$144,500			$144,500	
	Masonry Walls	2400	SF	$ 15			$36,000			$36,000	
								$180,500			$180,500
	Division 05 - Metals										
	Pipe Supports	1	LS	$ 250,000			$250,000			$250,000	
								$250,000			$249,500
	Division 07 - Thermal and Moisture Protection										
	No Used									$0	
								$0			$0
	Division 08 - Doors and Windows										
	No Used									$0	
								$0			$0
	Division 09 - Finishes										
	Protective Coating (Chemical Resistant, Epoxy)	1	LS	$ 250,000			$250,000			$250,000	
	Total							$250,000			$249,500
	Division 10 - Specialties										
	Miscellaneous Equipment Specialties	1	LS	$ 25,000			$25,000			$25,000	
	Total							$25,000			$25,000
	Division 11 - Equipment										
	Inlet and Pre-Screen	2	EA	$ 100,000			$200,000			$ 200,000	
	UBM	1	EA	$ 1,500,000			$1,500,000			$ 1,500,000	
	Aeration Equipment	1	LS	$ 2,500,000			$2,500,000			$ 2,500,000	
	Polymer Equipment	1	LS	$ 250,000			$250,000			$ 250,000	
	Sludge Thickener	1	EA	$ 500,000			$500,000			$ 500,000	
	Total							$4,950,000			$4,950,000
	Division 13 - Conveying System										
	Monorail	1	LS	$ 150,000			$150,000			$150,000	
	Total							$150,000			$150,000
	Division 15 - Mechanical										
	Pump Piping Valves	1	LS	$2,000,000			$2,000,000			$2,000,000	
	Total							$2,000,000			$2,000,000
	Division 16 - Electrical										
	Low Voltage Power and Control, Conduit, Wiring and Misc Electrical	1	LS	$1,000,000			$1,000,000		$1,000,000	$2,000,000	
	Total							$2,000,000			$2,000,000
	Division 17 - Instrumentation										
	Sensors, Control, SCADA	1	LS	$1,400,000			$1,400,000		$ 112,000	$ 1,512,000	
	Total							$1,512,000			$1,512,000
	Construction Total										$14,744,000
	Contingency, Mobilization, and Construction Level of Effort Factor			25%							$3,686,000
										Subtotal 1	$18,430,000
	Insurance and Bonds (Percentage of Subtotal 1)			3%							$552,900
										Sub total 2	$18,982,900
	General Conditions (Percentage of Subtotal 2)			5%							$949,145
										Subtotal 3	$19,932,045
	Contractor Profit (Percentage of Subtotal 3)			15%							$2,989,807
										Subtotal 4	$22,921,852
	Escalation to Mid-Point of Construction Assume 2022 (Percentage of Subtotal 4)			5%							$1,146,093
										Sub total 5	$24,067,945
										TOTAL CNST and Escalation	$24,236,000
	P.E.										$12,247,000



PRELIMINARY CONSTRUCTION COST OPINION - Primary Clarifier (Phase I)

Project: City of Sunning's WW
Client: City of Sunning's WP
Location: City of Sunning

NO.	DESCRIPTION	QUANTITY	UNIT	UNIT COST	UNIT LABOR COST	UNIT LABOR COST	MATERIAL SUBTOTAL	MATERIAL TOTAL	LABOR SUBTOTAL	MATERIAL & INSTALLATION SUBTOTAL	MATERIAL & INSTALLATION TOTAL
	Division 01 - General Requirements										
	No Used	Total						$0			$0
	Division 02 - Site Work										
	Site Clearing	1	LS	$ 17,500			$ 17,500			$ 17,500	
	Site Removal of Existing Structures and Pavement	1	LS	$ 52,000			$ 52,000			$ 52,000	
	Miscellaneous Removal	600 SF	SY	$ 10			$ 6,000			$ 6,000	
	Excavation	3,200 CY	CY	$ 25			$ 80,000			$ 80,000	
	Backfill	1,500 CY	CY	$ 15			$ 22,500			$ 22,500	
	Grading	7,000 SF	SY	$ 2			$ 14,000			$ 14,000	
	Trench Excavation and Backfill	150	CY	$ 40			$ 6,000			$ 6,000	
	Aggregate Base Course	1,200	CY	$ 45			$ 54,000			$ 54,000	
	Asphalt Pavement	2,500	SY	$ 35			$ 87,500			$ 87,500	
	Concrete Sidewalk	1,200	SF	$ 12			$ 14,400			$ 14,400	
	Curb and Gutter	400	LF	$ 30			$ 12,000			$ 12,000	
	Fencing	800	LF	$ 25			$ 20,000			$ 20,000	
	Landscaping	1	LS	$ 15,000			$ 15,000			$ 15,000	
		Total						$451,900			$451,900
	Division 03 - Concrete										
	Concrete Slab	120	CY	$ 650			$ 78,000			$ 78,000	
	Miscellaneous Concrete	1	LS	$ 12,000			$ 12,000			$ 12,000	
		Total						$90,000			$90,000
	Division 04 - Masonry										
	Not Used										$0
		Total						$0			$0
	Division 05 - Metals										
	Pipe Supports	1	LS	$ 8,000			$ 8,000			$ 8,000	
	Miscellaneous Steel	1	LS	$ 3,500			$ 3,500			$ 3,500	
		Total						$11,500			$11,500
	Division 06 - Wood, Plastics, and Composites										
	Not Used										$0
		Total						$0			$0
	Division 07 - Thermal and Moisture Protection										
	Not Used										$0
		Total						$0			$0
	Division 08 - Openings										
	Not Used										$0
		Total						$0			$0
	Division 09 - Finishes										
	Not Used										$0
		Total						$0			$0
	Division 10 - Specialties										
	Not Used										$0
		Total						$0			$0
	Division 11 - Equipment										
	Not Used										$0
		Total						$0			$0
	Division 12 - Furnishings										
	Not Used										$0
		Total						$0			$0
	Division 13 - Special Construction										
	Not Used										$0
		Total						$0			$0
	Division 14 - Conveying Equipment										
	Not Used										$0
		Total						$0			$0
	Division 21 - Fire Suppression										
	Not Used										$0
		Total						$0			$0
	Division 22 - Plumbing										
	Not Used										$0
		Total						$0			$0
	Division 23 - HVAC										
	Not Used										$0
		Total						$0			$0
	Division 26 - Electrical										
	Not Used										$0
		Total						$0			$0
	Division 27 - Communications										
	Not Used										$0
		Total						$0			$0
	Division 28 - Electronic Safety and Security										
	Not Used										$0
		Total						$0			$0
	Division 31 - Earthwork										
	Not Used										$0
		Total						$0			$0
	Division 32 - Exterior Improvements										
	Not Used										$0
		Total						$0			$0
	Division 33 - Utilities										
	Not Used										$0
		Total						$0			$0
	Division 34 - Transportation										
	Not Used										$0
		Total						$0			$0
	Division 35 - Waterway and Marine Construction										
	Not Used										$0
		Total						$0			$0
	Division 40 - Process Integration										
	Not Used										$0
		Total						$0			$0
	Division 41 - Material Processing and Handling Equipment										
	Not Used										$0
		Total						$0			$0
	Division 43 - Process Gas and Liquid Handling, Purification, and Storage Equipment										
	Not Used										$0
		Total						$0			$0
	Division 46 - Water and Wastewater Equipment										
	Not Used										$0
		Total						$0			$0
	Division 48 - Electrical Power Generation										
	Not Used										$0
		Total						$0			$0
	Construction Total										$1,154,900
	Contingency			25%						Subtotal 1	$288,725
											$1,443,625
	Mobilization and Insurance (Percentage of Subtotal 1)			5%						Subtotal 2	$72,181
											$1,515,806
	General Conditions (Percentage of Subtotal 2)			10%						Subtotal 3	$151,581
											$1,667,387
	Contractor Profit (Percentage of Subtotal 3)			15%						Subtotal 4	$250,108
											$1,917,495
	Escalation to Mid-Point of Construction (Percentage of Subtotal 4)			5%						Subtotal 5	$95,875
											$2,013,370



PRELIMINARY CONSTRUCTION COST OPINION - Existing Tank (Phase I)

Project: City of Sunning's WW
Client: City of Sunning's WW
Location: City of Sunning

NO.	DESCRIPTION	QUANTITY	UNIT	UNIT COST	UNIT LABOR COST	UNIT LABOR COST	MATERIAL SUBTOTAL	MATERIAL TOTAL	LABOR SUBTOTAL	MATERIAL & INSTALLATION SUBTOTAL	MATERIAL & INSTALLATION TOTAL
	Division 01 - General Requirements										
	No Used	Total						$0			$0
	Division 02 - Site Work										
	Site Clearing	1	LS	$ 15,000			$ 15,000			$ 15,000	
	Site Removal of Existing Soil	2,500 CY	CY	$ 10			$ 25,000			$ 25,000	
	Site Excavation	5,000 CY	CY	$ 25			$ 125,000			$ 125,000	
	Site Backfill	4,000 CY	CY	$ 20			$ 80,000			$ 80,000	
	HS 02A: Relocate/Re-Use Material Disposal	500	CY	$ 5			$ 2,500			$ 2,500	
	HS 02A: Relocate/Re-Use Excavation	500 CY	CY	$ 25			$ 12,500			$ 12,500	
	HS 02A: Relocate/Re-Use Backfill	400 CY	CY	$ 20			$ 8,000			$ 8,000	
		Total						$267,000			$267,000
	Division 03 - Concrete										
	Concrete Tank	950.34	CY	$ 5,400			$ 5,131,836			$5,131,836	
		Total						$5,131,836			$5,131,836
	Division 04 - CMU										
	Not Used										$0
		Total						$0			$0
	Division 05 - Metals										
	Pipe Supports	1	LS	$ 234,564			$ 234,564			$ 234,564	
		Total						$234,564			$234,564
	Division 07 - Thermal and Moisture Protection										
	Not Used										$0
		Total						$0			$0
	Division 08 - Doors and Windows										
	Not Used										$0
		Total						$0			$0
	Division 09 - Finishes										
	Painting and Coating	2	LS	$ 65,000			$ 130,000			$ 130,000	
		Total						$130,000			$130,000
	Division 10 - Specialties										
	Signage	1	LS	$ 10,000			$ 10,000			$ 10,000	
		Total						$10,000			$10,000
	Division 11 - Equipment										
	Tank - Bottom - (100 gallon - Structure - 3/8")	1	EA	$ 35,000			$ 35,000		$ 10,000	$45,000	
	Chemical Injection Package	2	EA	$ 17,500			$ 35,000		$ 8,000	$43,000	
		Total						$70,000			$88,000
	Division 13 - Specialties										
	Not Used	1	LS								$0
		Total						$0			$0
	Division 15 - Mechanical										
	MBR Effluent Chlorination (Structure)	4	LF	$ 100			$ 40,000		$ 8,000	$48,000	
	Miscellaneous	1	LS	$ 25,000			$ 25,000		$ 8,000	$33,000	
		Total						$65,000			$81,000
	Division 16 - Electrical										
	Electrical General Plant Service Metering, Conduit Wiring, Lighting, Grounding, VFD, Soft Starter, etc.)	1	LS	$ 225,000			$ 225,000		$ -	$225,000	
		Total						$225,000			$225,000
	Division 17 - Instrumentation										
	Plant SCADA and Instrumentation (PLC, Master Control Panel, SCADA Programming, etc.)	1	LS	$ 250,000			$ 250,000		$ -	$250,000	
		Total						$250,000			$250,000
	Construction Total										$6,106,400
	Contingency and Construction Level of Effort			25%						Subtotal 1	$1,526,600
											$7,633,000
	Mobilization and Insurance (Percentage of Subtotal 1)			5%						Subtotal 2	$381,650
											$8,014,650
	General Conditions (Percentage of Subtotal 2)			5%						Subtotal 3	$400,733
											$8,415,383
	Contractor Profit (Percentage of Subtotal 3)			10%						Subtotal 4	$841,538
											$9,256,921
	Escalation to Mid-Point of Construction (Percentage of Subtotal 4)			5%						Subtotal 5	$462,846
											$9,719,767

PRELIMINARY CONSTRUCTION COST OPINION - Upgrade Ferric Sulfate Feed/Storage System (Phase I)

Project: City of Banning WRF
Client: City of Banning WRF
Location: City of Banning

NO.	DESCRIPTION	QUANTITY	UNIT	UNIT COST	UNIT LABOR	UNIT LABOR COST	MATERIAL SUBTOTAL	MATERIAL TOTAL	LABOR SUBTOTAL	MATERIAL & INSTALLATION SUBTOTAL	MATERIAL & INSTALLATION TOTAL
	Division 01 - General Requirements										
	Not Used									$0	
		Total						$0			$0
	Division 02 - Site Work										
	Site Material Disposal	22.72	CY	$ [illegible]			$ 1,935			51,935	
	Site Excavation	13.75	CY	$ 31			$ 1,019			13,215	
	Site Backfill	11.24	CY	$ 45			$ 843			$843	
		Total						$3,632			$3,975
	Division 03 - Concrete										
	Ceramic Pad and Walls	19.54	CY	$ 1,500			$ 29,312			529,312	
		Total						$29,312			$29,996
	Division 04 - CMU										
	Not Used									$0	
		Total						$0			$0
	Division 05 - Metals										
	Not Used									$0	
		Total						$0			$0
	Division 07 - Thermal and Moisture Protection										
	Not Used									$0	
		Total						$0			$0
	Division 08 - Doors and Windows										
	Not Used									$0	
		Total						$0			$0
	Division 09 - Finishes										
	Not Used									$0	
		Total						$0			$0
	Division 10 - Specialties										
	Not Used									$0	
		Total						$0			$0
	Division 11 - Equipment										
	Pump, Submersible [illegible]	1	EA	$ 6,750			$ 6,750		$ 1,750	50,537	
	Chemical Transfer Pump	1	EA	$ 31,750			$ 31,750		$ 6,750	540,875	
		Total						$37,500			$56,338
	Division 13 - Specialty										
	Not Used	0	LS							$0	
		Total						$0			$0
	Division 15 - Mechanical										
	Misc Piping	1	LS	$ 12,000			$ 12,000		$ 2,500	$15,000	
		Total						$15,000			$15,000
	Division 16 - Electrical										
	Electrical Controls	1	LS	$ 25,000			$ 25,000		$ -	$25,000	
		Total						$75,000			$75,000
	Division 17 - Instrumentation										
	Not Used	0	LS							$0	
		Total						$0			$0
	Construction Total										$176,150
	Contingency and Construction Level of Difficulty			25%						Subtotal 1	$44,038 $220,187
	Mobilization and Bonding (Percentage of Subtotal 1)			5%						Subtotal 2	$11,009 $231,196
	General Conditions (Percentage of Subtotal 2)			5%						Subtotal 3	$11,560 $242,756
	Contractor Profit (Percentage of Subtotal 3)			10%						Subtotal 4	$24,276 $267,032
	Escalation to Mid-Point of Construction Assume 2022 (Percentage of Subtotal 4)			5%						Subtotal 5	$13,352 $280,384

PRELIMINARY CONSTRUCTION COST OPINION - Digester Cooling (Phase I)

Project: City of Banning WRF
Client: City of Banning WRF
Location: City of Banning

NO.	DESCRIPTION	QUANTITY	UNIT	UNIT COST	UNIT LABOR	UNIT LABOR COST	MATERIAL SUBTOTAL	MATERIAL TOTAL	LABOR SUBTOTAL	MATERIAL & INSTALLATION SUBTOTAL	MATERIAL & INSTALLATION TOTAL
	Division 01 - General Requirements										
	Not Used									$0	
		Total						$0			$0
	Division 02 - Site Work										
	Not Used									$0	
		Total						$0			$0
	Division 03 - Concrete										
	Concrete Rehabilitation	1	LS	$ 100,000			$ 120,000		$120,000	$120,000	
		Total						$120,000			$120,000
	Division 04 - CMU										
	Not Used									$0	
		Total						$0			$0
	Division 05 - Metals										
	Not Used									$0	
		Total						$0			$0
	Division 07 - Thermal and Moisture Protection										
	Not Used									$0	
		Total						$0			$0
	Division 08 - Doors and Windows										
	Not Used									$0	
		Total						$0			$0
	Division 09 - Finishes										
	Internal Coating	2,000	LS	$ 60			$ 120,000		$16,000	$136,000	
		Total						$136,000			$325,000
	Division 10 - Specialties										
	Not Used									$0	
		Total						$0			$0
	Division 11 - Equipment										
	Not Used									$0	
		Total						$0			$0
	Division 13 - Specialty										
	Covered Access Entry	1	LS	$ 40,000			$ 40,000		$4,000	$44,000	
		Total						$40,000			$40,000
	Division 15 - Mechanical										
	Not Used									$0	
		Total						$0			$0
	Division 16 - Electrical										
	Not Used									$0	
		Total						$0			$0
	Division 17 - Instrumentation										
	Not Used									$0	
		Total						$0			$0
	Construction Total										$279,670
	Contingency and Construction Level of Difficulty			25%						Subtotal 1	$69,918 $349,588
	Mobilization and Bonding (Percentage of Subtotal 1)			5%						Subtotal 2	$17,480 $367,067
	General Conditions (Percentage of Subtotal 2)			5%						Subtotal 3	$18,353 $385,421
	Contractor Profit (Percentage of Subtotal 3)			15%						Subtotal 4	$57,813 $443,234
	Escalation to Mid-Point of Construction Assume 2022 (Percentage of Subtotal 4)			5%						Subtotal 5	$22,162 $465,396

PRELIMINARY CONSTRUCTION COST OPINION - Replace Piping in Grit Chamber (Phase I)

Project: City of Banning WSR
Client: City of Banning WSR
Location: City of Banning

NO.	DESCRIPTION	QUANTITY	UNIT	UNIT COST	UNIT LABOR	UNIT LABOR COST	MATERIAL SUBTOTAL	MATERIAL TOTAL	LABOR SUBTOTAL	MATERIAL & INSTALLATION SUBTOTAL	MATERIAL & INSTALLATION TOTAL
	Division 01 - General Requirements										
	Not Used										
	Total							$0			$0
	Division 02 - Site Work										
	Not Used										
	Total							$0			$0
	Division 03 - Concrete										
	Not Used										
	Total							$0			$0
	Division 04 - CMU										
	Not Used										
	Total							$0			$0
	Division 05 - Metals										
	Not Used										
	Total							$0			$0
	Division 07 - Thermal and Moisture Protection										
	Not Used										
	Total							$0			$0
	Division 08 - Doors and Windows										
	Not Used										
	Total							$0			$0
	Division 09 - Finishes										
	Not Used										
	Total							$0			$0
	Division 10 - Specialties										
	Not Used										
	Total							$0			$0
	Division 11 - Equipment										
	Not Used										
	Total							$0			$0
	Division 13 - Specialty										
	Not Used										
	Total							$0			$0
	Division 15 - Mechanical										
	ATWater	100	LS	$ 350			$ 35,000	$35,000	$57,000		$92,000
	Total							$35,000			$92,000
	Division 16 - Electrical										
	Not Used										
	Total							$0			$0
	Division 17 - Instrumentation										
	Not Used										
	Total							$0			$0
	Construction Total										$92,000
	Preliminary Items (Construction Layout, Mobilization)			25%						Subtotal 1	$5,750
	Mobilization and Insurance (Percentage of Subtotal 1)			5%						Subtotal 2	$2,188
	General Conditions (Percentage of Subtotal 2)			7%						Subtotal 3	$4,597
	Contractor Profit (Percentage of Subtotal 3)			10%						Subtotal 4	$14,234
	Escalation to Mid-Point of Construction Assume 2025 (Percentage of Subtotal 4)			5%						Subtotal 5	$7,773

PRELIMINARY CONSTRUCTION COST OPINION - Replace TF Center Drives (Phase I)

Project: City of Banning WSR
Client: City of Banning WSR
Location: City of Banning

NO.	DESCRIPTION	QUANTITY	UNIT	UNIT COST	UNIT LABOR	UNIT LABOR COST	MATERIAL SUBTOTAL	MATERIAL TOTAL	LABOR SUBTOTAL	MATERIAL & INSTALLATION SUBTOTAL	MATERIAL & INSTALLATION TOTAL
	Division 01 - General Requirements										
	Not Used										
	Total							$0			$0
	Division 02 - Site Work										
	Not Used										
	Total							$0			$0
	Division 03 - Concrete										
	Not Used										
	Total							$0			$0
	Division 04 - CMU										
	Not Used										
	Total							$0			$0
	Division 05 - Metals										
	Not Used										
	Total							$0			$0
	Division 07 - Thermal and Moisture Protection										
	Not Used										
	Total							$0			$0
	Division 08 - Doors and Windows										
	Not Used										
	Total							$0			$0
	Division 09 - Finishes										
	Not Used										
	Total							$0			$0
	Division 10 - Specialties										
	Not Used										
	Total							$0			$0
	Division 11 - Equipment										
	Grinder for VT Total, 1 Per Train & Spare	1	LS	$ 350,000			$450,000	$450,000	$ 50,000	$450,000	$500,000
	Total							$450,000			$500,000
	Division 13 - Specialty										
	Not Used										
	Total							$0			$0
	Division 15 - Mechanical										
	Not Used										
	Total							$0			$0
	Division 16 - Electrical										
	Not Used										
	Total							$0			$0
	Division 17 - Instrumentation										
	Not Used										
	Total							$0			$0
	Construction Total										$500,000
	Contingency and Construction Level of Calculations			25%						Subtotal 1	$125,000
	Mobilization and Insurance (Percentage of Subtotal 1)			5%						Subtotal 2	$31,250
	General Conditions (Percentage of Subtotal 2)			5%						Subtotal 3	$34,688
	Contractor Profit (Percentage of Subtotal 3)			10%						Subtotal 4	$19,594
	Escalation to Mid-Point of Construction Assume 2025 (Percentage of Subtotal 4)			5%						Subtotal 5	$10,281

PRELIMINARY CONSTRUCTION COST OPINION - Replace East Primary Clarifier Center Drive (Phase I)

Project: City of Banning WRF
Client: City of Banning MSR
Location: City of Banning

NO.	DESCRIPTION	QUANTITY	UNIT	UNIT COST	UNIT LABOR	UNIT LABOR COST	MATERIAL SUBTOTAL	MATERIAL TOTAL	LABOR SUBTOTAL	MATERIAL & INSTALLATION SUBTOTAL	MATERIAL & INSTALLATION TOTAL
	Division 01 - General Requirements										
	Not Used										
	Total							$0			$0
	Division 02 - Site Work										
	Not Used										
	Total							$0			$0
	Division 03 - Concrete										
	Not Used										
	Total							$0			$0
	Division 04 - CMU										
	Not Used										
	Total							$0			$0
	Division 05 - Metals										
	Pipe Support	1	LS	$ -			$0			$0	
	Total							$0			$0
	Division 07 - Thermal and Moisture Protection										
	Not Used										
	Total							$0			$0
	Division 08 - Doors and Windows										
	Not Used										
	Total							$0			$0
	Division 09 - Finishes										
	Flashing and Coating	1	LS	$ -			$0			$0	
	Total							$0			$0
	Division 10 - Specialties										
	Not Used										
	Total							$0			$0
	Division 11 - Equipment										
	Center Feed Drive Equipment (Section)	1	LS	$ 60,903			$30,903	$60,903	$ 45,000	$45,000	$90,903
	Total							$60,903			$90,903
	Division 13 - Specialty										
	Not Used										
	Total							$0			$0
	Division 15 - Mechanical										
	Not Used										
	Total							$0			$0
	Division 16 - Electrical										
	Not Used										
	Total							$0			$0
	Division 17 - Instrumentation										
	Not Used										
	Total							$0			$0
	Construction Total										$60,000
	Contingency and Construction Level of Difficulty			20%							$15,000
										Subtotal 1	$75,000
	Mobilization and Insurance (Percentage of Subtotal 1)			5%							$3,750
										Subtotal 2	$78,750
	General Conditions (Percentage of Subtotal 2)			5%							$3,938
										Subtotal 3	$82,688
	Overhead and Profit (Percentage of Subtotal 4)			15%							$12,403
										Subtotal 4	$95,091
	Escalation to Mid-Point of Construction Assume 2027 (Percentage of Subtotal 4)			5%							$4,755
										Subtotal 5	$99,846

PRELIMINARY CONSTRUCTION COST OPINION - Replace Existing PVC Digester Gas Piping (Phase I)

Project: City of Banning MSR
Client: City of Banning MSR
Location: City of Banning

NO.	DESCRIPTION	QUANTITY	UNIT	UNIT COST	UNIT LABOR	UNIT LABOR COST	MATERIAL SUBTOTAL	MATERIAL TOTAL	LABOR SUBTOTAL	MATERIAL & INSTALLATION SUBTOTAL	MATERIAL & INSTALLATION TOTAL
	Division 01 - General Requirements										
	Not Used										
	Total							$0			$0
	Division 02 - Site Work										
	Not Used										
	Total							$0			$0
	Division 03 - Concrete										
	Not Used										
	Total							$0			$0
	Division 04 - CMU										
	Not Used										
	Total							$0			$0
	Division 05 - Metals										
	Pipe Support	1	LS	$ -			$0			$0	
	Total							$0			$0
	Division 07 - Thermal and Moisture Protection										
	Not Used										
	Total							$0			$0
	Division 08 - Doors and Windows										
	Not Used										
	Total							$0			$0
	Division 09 - Finishes										
	Flashing and Coating	1	LS	$ -			$0			$0	
	Total							$0			$0
	Division 10 - Specialties										
	Not Used										
	Total							$0			$0
	Division 11 - Equipment										
	Valves	1	LS	$ -			$0		$ -	$0	
	Total							$0			$0
	Division 13 - Specialty										
	Not Used										
	Total							$0			$0
	Division 15 - Mechanical										
	3" S" PVC Piping	60	LF	$ 38			$5,000	$5,000	$ 5,000	$10,000	$10,000
	Total							$5,000			$10,000
	Division 16 - Electrical										
	Not Used										
	Total							$0			$0
	Division 17 - Instrumentation										
	Not Used										
	Total							$0			$0
	Construction Total										$10,000
	Contingency and Construction Level of Difficulty			25%							$2,500
										Subtotal 1	$12,500
	Mobilization and Insurance (Percentage of Subtotal 1)			5%							$625
										Subtotal 2	$13,125
	General Conditions (Percentage of Subtotal 2)			5%							$656
										Subtotal 3	$13,781
	Overhead and Profit (Percentage of Subtotal 4)			15%							$2,067
										Subtotal 4	$15,848
	Escalation to Mid-Point of Construction Assume 2027 (Percentage of Subtotal 4)			5%							$792
										Subtotal 5	$16,640

PRELIMINARY CONSTRUCTION COST OPINION – Replace Digester Hot Water Boiler (Phase I)

Project: City of Banning WRF
Client: City of Banning WRF
Location: City of Banning

NO.	DESCRIPTION	QUANTITY	UNIT	UNIT COST	UNIT LABOR	UNIT LABOR COST	MATERIAL SUBTOTAL	MATERIAL TOTAL	LABOR SUBTOTAL	MATERIAL & INSTALLATION SUBTOTAL	MATERIAL & INSTALLATION TOTAL
	Division 01 - General Requirements										
	Not Used									$0	
	Total							$0			$0
	Division 02 - Site Work										
	Not Used									$0	
	Total							$0			$0
	Division 03 - Concrete										
	Not Used									$0	
	Total							$0			$0
	Division 04 - CMU										
	Not Used									$0	
	Total							$0			$0
	Division 05 - Metals										
	Not Used									$0	
	Total							$0			$0
	Division 07 - Thermal and Moisture Protection										
	Not Used									$0	
	Total							$0			$0
	Division 08 - Doors and Windows										
	Not Used									$0	
	Total							$0			$0
	Division 09 - Finishes										
	Not Used									$0	
	Total							$0			$0
	Division 10 - Specialties										
	Not Used									$0	
	Total							$0			$0
	Division 11 - Equipment										
	16' Water Heater	1	LS	$ 81,000			$81,000	$ 84,000	$ 25,000	$106,000	$124,060
	Total							$84,000		$106,000	$124,060
	Division 13 - Specialty										
	Not Used									$0	
	Total							$0			$0
	Division 15 - Mechanical										
	Not Used									$0	
	Total							$0			$0
	Division 16 - Electrical										
	Not Used									$0	
	Total							$0			$0
	Division 17 - Instrumentation										
	Not Used									$0	
	Total							$0			$0
	Construction Total										$106,060
	Contingency and Construction Level of Difficulty			25%							$26,500
										Subtotal 1	$132,560
	Mobilization and Insurance (Percentage of Subtotal 1)			5%							$6,628
										Subtotal 2	$139,188
	General Conditions (Percentage of Subtotal 2)			5%							$6,960
										Subtotal 3	$146,147
	Overhead and Profit (Percentage of Subtotal 3)			10%							$14,615
										Subtotal 4	$160,762
	Escalation to Mid-Point of Construction Across 2022 (Percentage of Subtotal 4)			5%							$8,038
										Subtotal 5	$168,800

PRELIMINARY CONSTRUCTION COST OPINION – Replace TF Effluent Distribution Valves (4) (Phase I)

Project: City of Banning WRF
Client: City of Banning WRF
Location: City of Banning

NO.	DESCRIPTION	QUANTITY	UNIT	UNIT COST	UNIT LABOR	UNIT LABOR COST	MATERIAL SUBTOTAL	MATERIAL TOTAL	LABOR SUBTOTAL	MATERIAL & INSTALLATION SUBTOTAL	MATERIAL & INSTALLATION TOTAL
	Division 01 - General Requirements										
	Not Used									$0	
	Total							$0			$0
	Division 02 - Site Work										
	Not Used									$0	
	Total							$0			$0
	Division 03 - Concrete										
	Not Used									$0	
	Total							$0			$0
	Division 04 - CMU										
	Not Used									$0	
	Total							$0			$0
	Division 05 - Metals										
	Not Used									$0	
	Total							$0			$0
	Division 07 - Thermal and Moisture Protection										
	Not Used									$0	
	Total							$0			$0
	Division 08 - Doors and Windows										
	Not Used									$0	
	Total							$0			$0
	Division 09 - Finishes										
	Painting and Coating	1	LS	$ -			$0			$0	
	Total							$0			$0
	Division 10 - Specialties										
	Not Used									$0	
	Total							$0			$0
	Division 11 - Equipment										
	Welding Fitter Distributor Gate Valve (16")	4	EA	$ 20,000			$80,000	$80,000	$ 25,000	$105,000	$105,000
	Total							$80,000		$105,000	$105,000
	Division 13 - Specialty										
	Not Used									$0	
	Total							$0			$0
	Division 15 - Mechanical										
	Not Used									$0	
	Total							$0			$0
	Division 16 - Electrical										
	Not Used									$0	
	Total							$0			$0
	Division 17 - Instrumentation										
	Not Used									$0	
	Total							$0			$0
	Construction Total										$105,000
	Contingency and Construction Level of Difficulty			25%							$26,250
										Subtotal 1	$131,250
	Mobilization and Insurance (Percentage of Subtotal 1)			5%							$6,563
										Subtotal 2	$137,813
	General Conditions (Percentage of Subtotal 2)			5%							$6,891
										Subtotal 3	$144,703
	Overhead and Profit (Percentage of Subtotal 3)			10%							$14,470
										Subtotal 4	$159,173
	Escalation to Mid-Point of Construction Across 2022 (Percentage of Subtotal 4)			5%							$7,959
										Subtotal 5	$167,132

PRELIMINARY CONSTRUCTION COST OPINION - Replace TF Recirculation Pumps (2) (Phase I)

Project: City of Banning WSR
Client: City of Banning WSR
Location: City of Banning

NO.	DESCRIPTION	QUANTITY	UNIT	UNIT COST	UNIT LABOR	UNIT LABOR COST	MATERIAL SUBTOTAL	MATERIAL TOTAL	LABOR SUBTOTAL	MATERIAL & INSTALLATION SUBTOTAL	MATERIAL & INSTALLATION TOTAL
	Division 01 - General Requirements										
	Not Used									$0	
		Total						$0			$0
	Division 02 - Site Work										
	Not Used									$0	
		Total						$0			$0
	Division 03 - Concrete										
	Not Used									$0	
		Total						$0			$0
	Division 04 - CMU										
	Not Used									$0	
		Total						$0			$0
	Division 05 - Metals										
	Not Used									$0	
		Total						$0			$0
	Division 07 - Thermal and Moisture Protection										
	Not Used									$0	
		Total						$0			$0
	Division 08 - Doors and Windows										
	Not Used									$0	
		Total						$0			$0
	Division 09 - Finishes										
	Not Used									$0	
		Total						$0			$0
	Division 10 - Specialties										
	Not Used									$0	
		Total						$0			$0
	Division 11 - Equipment										
	Existing Tube Recirculation Pump (1300 GPM @ 25 ft TDH)	4	EA	$ 20,963			$80,900		$ 45,000	$75,000	
		Total						$80,900			$75,000
	Division 13 - Specialty										
	Not Used									$0	
		Total						$0			$0
	Division 15 - Mechanical										
	Not Used									$0	
		Total						$0			$0
	Division 16 - Electrical										
	Not Used									$0	
		Total						$0			$0
	Division 17 - Instrumentation										
	Not Used									$0	
		Total						$0			$0
	Construction Total										$75,000
	Contingency and Construction Level of Difficulties		20%								$15,000
										Subtotal 1	$90,000
	Mobilization and Insurance (Percentage of Subtotal 1)		6%								$5,400
										Subtotal 2	$95,400
	General Conditions (Percentage of Subtotal 2)		6%								$5,724
										Subtotal 3	$101,124
	Contractor Profit and Overhead (Percentage of Subtotal 3)		15%								$15,169
										Subtotal 4	$116,293
	Escalation to Mid-Point of Construction Assume 2022 (Percentage of Subtotal 4)		5%								$5,815
										Subtotal 5	$122,108

PRELIMINARY CONSTRUCTION COST OPINION - Replace Grit/Cyclone Unit (Phase I)

Project: City of Banning WSR
Client: City of Banning WSR
Location: City of Banning

NO.	DESCRIPTION	QUANTITY	UNIT	UNIT COST	UNIT LABOR	UNIT LABOR COST	MATERIAL SUBTOTAL	MATERIAL TOTAL	LABOR SUBTOTAL	MATERIAL & INSTALLATION SUBTOTAL	MATERIAL & INSTALLATION TOTAL
	Division 01 - General Requirements										
	Not Used									$0	
		Total						$0			$0
	Division 02 - Site Work										
	Not Used									$0	
		Total						$0			$0
	Division 03 - Concrete										
	Not Used									$0	
		Total						$0			$0
	Division 04 - CMU										
	Not Used									$0	
		Total						$0			$0
	Division 05 - Metals										
	Not Used									$0	
		Total						$0			$0
	Division 07 - Thermal and Moisture Protection										
	Not Used									$0	
		Total						$0			$0
	Division 08 - Doors and Windows										
	Not Used									$0	
		Total						$0			$0
	Division 09 - Finishes										
	Not Used									$0	
		Total						$0			$0
	Division 10 - Specialties										
	Not Used									$0	
		Total						$0			$0
	Division 11 - Equipment										
	Grit/Cyclone Unit (Old MSR Capacity)	1	LS	$ 150,000			$150,000		$ 30,000	$180,000	
		Total						$150,000			$180,000
	Division 13 - Specialty										
	Not Used									$0	
		Total						$0			$0
	Division 15 - Mechanical										
	Not Used									$0	
		Total						$0			$0
	Division 16 - Electrical										
	Not Used									$0	
		Total						$0			$0
	Division 17 - Instrumentation										
	Not Used									$0	
		Total						$0			$0
	Construction Total										$180,000
	Contingency and Construction Level of Difficulties		25%								$45,000
										Subtotal 1	$225,000
	Mobilization and Insurance (Percentage of Subtotal 1)		3%								$6,750
										Subtotal 2	$231,750
	General Conditions (Percentage of Subtotal 2)		6%								$13,905
										Subtotal 3	$245,655
	Contractor Profit and Overhead (Percentage of Subtotal 3)		15%								$36,848
										Subtotal 4	$282,503
	Escalation to Mid-Point of Construction Assume 2022 (Percentage of Subtotal 4)		5%								$14,125
										Subtotal 5	$296,628

PRELIMINARY CONSTRUCTION COST OPINION – Replace Two Old Grit Pumps (Phase I)

Project: City of Banning WRF
Client: City of Banning WRF
Location: City of Banning

NO.	DESCRIPTION	QUANTITY	UNIT	UNIT COST	UNIT LABOR	UNIT LABOR COST	MATERIAL SUBTOTAL	MATERIAL TOTAL	LABOR SUBTOTAL	MATERIAL & INSTALLATION SUBTOTAL	MATERIAL & INSTALLATION TOTAL
	Division 01 – General Requirements										
	Not Used									$0	
			Total					$0			$0
	Division 02 – Site Work										
	Not Used									$0	
			Total					$0			$0
	Division 03 – Concrete										
	Not Used									$0	
			Total					$0			$0
	Division 04 – CMU										
	Not Used									$0	
			Total					$0			$0
	Division 05 – Metals										
	Not Used									$0	
			Total					$0			$0
	Division 07 – Thermal and Moisture Protection										
	Not Used									$0	
			Total					$0			$0
	Division 08 – Doors and Windows										
	Not Used									$0	
			Total					$0			$0
	Division 09 – Finishes										
	Not Used									$0	
			Total					$0			$0
	Division 10 – Specialties										
	Not Used									$0	
			Total					$0			$0
	Division 11 – Equipment										
	Grit Pump (200 GPM @ 53 ft w/3 HP)	2	EA	$ 45,000			$90,000	$ 98,000	$105,000		$165,000
			Total					$98,000			$165,000
	Division 13 – Specialty										
	Not Used									$0	
			Total					$0			$0
	Division 15 – Mechanical										
	Not Used									$0	
			Total					$0			$0
	Division 16 – Electrical										
	Not Used									$0	
			Total					$0			$0
	Division 17 – Instrumentation										
	Not Used									$0	
			Total					$0			$0
	Construction Total										$115,000
	Contingency and Construction Level of Difficulties			20%							$23,000
										Subtotal 1	$138,000
	Mobilization and Insurance (Percentage of Subtotal 1)			5%							$6,900
										Subtotal 2	$144,900
	General Conditions (Percentage of Subtotal 2)			5%							$7,245
										Subtotal 3	$152,145
	Overhead and Profit (Percentage of Subtotal 3)			15%							$22,822
										Subtotal 4	$174,967
	Escalation to Mid-Point of Construction: Assume 2022 (Percentage of Subtotal 4)			5%							$8,748
										Subtotal 5	$183,715

PRELIMINARY CONSTRUCTION COST OPINION – Recycled Water Laterals (Phase I)

Project: City of Banning WRF
Client: City of Banning WRF
Location: City of Banning

NO.	DESCRIPTION	QUANTITY	UNIT	UNIT COST	UNIT LABOR	UNIT LABOR COST	MATERIAL SUBTOTAL	MATERIAL TOTAL	LABOR SUBTOTAL	MATERIAL & INSTALLATION SUBTOTAL	MATERIAL & INSTALLATION TOTAL
	Division 01 – General Requirements										
	Not Used									$0	
			Total					$0			$0
	Division 02 – Site Work										
	Not Used									$0	
			Total					$0			$0
	Division 03 – Concrete										
	Not Used									$0	
			Total					$0			$0
	Division 04 – CMU										
	Not Used									$0	
			Total					$0			$0
	Division 05 – Metals										
	Not Used									$0	
			Total					$0			$0
	Division 07 – Thermal and Moisture Protection										
	Not Used									$0	
			Total					$0			$0
	Division 08 – Doors and Windows										
	Not Used									$0	
			Total					$0			$0
	Division 09 – Finishes										
	Not Used									$0	
			Total					$0			$0
	Division 10 – Specialties										
	Not Used									$0	
			Total					$0			$0
	Division 11 – Equipment										
	Not Used									$0	
			Total					$0			$0
	Division 13 – Specialty										
	Not Used									$0	
			Total					$0			$0
	Division 15 – Mechanical										
	Banning High School (8" Pipe)	1900	LF	$ 100			$ 247,000		$ 49,000	$297,000	
	Dysart Park (8" Pipe)	1400	LF	$ 100			$ 182,000		$ 110,000	$292,000	
	Lions Park (8" Pipe)	1400	LF	$ 200			$ 312,000		$ 48,000	$360,000	
			Total					$1,072,000			$1,287,000
	Division 16 – Electrical										
	Not Used									$0	
			Total					$0			$0
	Division 17 – Instrumentation										
	Not Used									$0	
			Total					$0			$0
	Construction Total										$1,287,000
	Contingency and Construction Level of Difficulties			20%							$257,400
										Subtotal 1	$1,544,400
	Mobilization and Insurance (Percentage of Subtotal 1)			5%							$77,220
										Subtotal 2	$1,621,620
	General Conditions (Percentage of Subtotal 2)			5%							$81,081
										Subtotal 3	$1,702,701
	Overhead and Profit (Percentage of Subtotal 3)			15%							$255,405
										Subtotal 4	$1,958,106
	Escalation to Mid-Point of Construction: Assume 2022 (Percentage of Subtotal 4)			5%							$97,905
										Subtotal 5	$2,056,011

BUDGET ITEM DESCRIPTION	COMPUTATION			Recipient	Reclamation	TOTAL COST
	Price/Rate	Unit	Quantity			
SALARIES AND WAGES						
Not applicable				$ -	$ -	$ -
					Subtotal	$ -
FRINGE BENEFITS - See proposal in official file for detailed calculations						
Not applicable		percent		$ -	$ -	$ -
					Subtotal	$ -
EQUIPMENT - Leased Equipment use rate * hourly wage/salary x est. hours for assisted activity—Describe equipment to be purchased, unit price, # of units for all equipment to be purchased or leased for assisted activity. Do not list contractor supplied equipment here.						
Not applicable				$ -	$ -	$ -
			Subtotal	$ -	$ -	$ -
SUPPLIES/MATERIALS - Describe all major types of supplies/materials, unit price, # of units, etc., to be used on this assisted activity.						
Not applicable				$ -	$ -	$ -
					Subtotal	$ -
CONTRACTUAL/ CONSTRUCTION - Explain any contracts or sub-Agreements that will be awarded, why needed. Explain contractor qualifications and how the contractor will be selected.						
Phase 1 Costs: City of Banning WWTP Upgrades						
Task 1: CEQA						
CEQA (bio, cultural, air quality & IS/MND)	$180,000	LS	1.0	$ 135,000	$ 45,000	$ 180,000
Permitting	$120,000	LS	1.0	$ 90,000	$ 30,000	$ 120,000
					Subtotal	**$ 300,000**
Task 2: Design						
Preliminary Design	$1,409,808	% of cost	2.0%	$ 1,057,356	$ 352,452	$1,409,808
Final Design	$5,639,232	% of cost	8.0%	$ 4,229,424	$ 1,409,808	$5,639,232
					Subtotal	**$ 7,049,040**
Task 3: Construction						
RO system	$ 3,497,500	LS	1.0	$ 2,623,125	$ 874,375	$ 3,497,500
Brine Drying Beds and Evaporators	$ 5,256,100	LS	1.0	$ 3,942,075	$ 1,314,025	$ 5,256,100
MBR Facility (3.6 MGD)	$ 52,887,000	LS	1.0	$ 39,665,250	$ 13,221,750	$ 52,887,000
Primary Clarifier	$ 1,944,100	LS	1.0	$ 1,458,075	$ 486,025	$ 1,944,100
Chlorine Tank	$ 2,377,700	LS	1.0	$ 1,783,275	$ 594,425	$ 2,377,700
Upgrade Ferric Sulfate Feed/Storage System	$ 298,100	LS	1.0	$ 223,575	$ 74,525	$ 298,100
Digester Coating	$ 463,500	LS	1.0	$ 347,625	$ 115,875	$ 463,500
Replace Piping in Grit Chamber	$ 58,300	LS	1.0	$ 43,725	$ 14,575	$ 58,300
Replace TF Center Drives	$ 499,300	LS	1.0	$ 374,475	$ 124,825	$ 499,300
Replace East Primary Clarifier Center Drive	$ 99,900	LS	1.0	$ 74,925	$ 24,975	$ 99,900
Replace Existing PVC Digester Gas Piping	$ 16,700	LS	1.0	$ 12,525	$ 4,175	$ 16,700
Replace Digester Hot Water Boiler	$ 176,400	LS	1.0	$ 132,300	$ 44,100	$ 176,400
Replace TF Effluent Distribution Valves (4)	$ 174,800	LS	1.0	$ 131,100	$ 43,700	$ 174,800
Replace TF Recirculation Pumps (2)	$ 124,900	LS	1.0	$ 93,675	$ 31,225	$ 124,900
Replace Grit Cyclone Unit	$ 299,600	LS	1.0	$ 224,700	$ 74,900	$ 299,600
Replace Two Old Grit Pumps	$ 174,800	LS	1.0	$ 131,100	$ 43,700	$ 174,800
Recycled Water Laterals	$ 2,141,700	LS	1.0	$ 1,606,275	$ 535,425	$ 2,141,700
					Subtotal	**$ 70,490,400**
Task 4: Construction Admin						
Construction Management and Inspection	$7,049,040	% of cost	10.0%	$ 5,286,780	$ 1,762,260	$ 7,049,040
Environmental Monitoring and Support during Construction	$100,000	LS	1.0%	$ 75,000	$ 25,000	$ 100,000
					Subtotal	**$ 7,149,040**
OTHER - List any other cost elements necessary for your project; such as extra reporting, or contingencies in a construction contract.						
Contingency (10% of project cost)	$8,498,848	% of cost	10.0%	$ 6,374,136	$ 2,124,712	$ 8,498,848
					Subtotal	**$ 8,498,848**
TOTAL DIRECT COSTS:				**70,115,496.00**	**23,371,832.00**	**$ 93,487,328**
INDIRECT COSTS -						
Not applicable						$ -
TOTAL ESTIMATED PROJECT/ACTIVITY COSTS:						**$ 93,487,328**

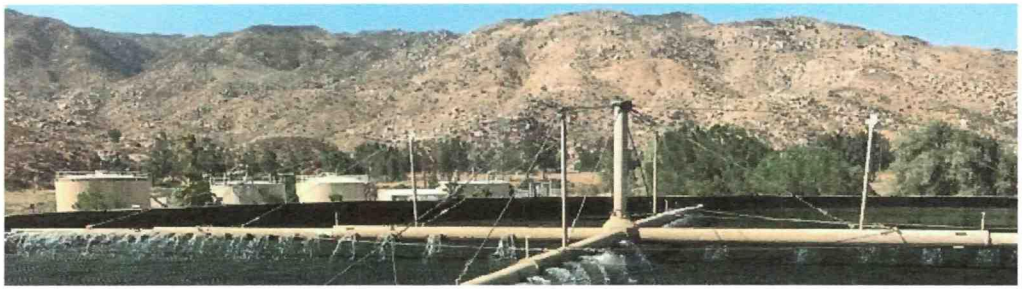
Appendix F
Nitrogen Removal and Plant Reliability Technical Memo

City of Banning

WWTP Upgrade OA Service

Draft Nitrogen Removal and
Plant Reliability Technical Memo

November 27, 2023







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Reviewed by: James Wang

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STATE OF CALIFORNIA

EXECUTIVE SUMMARY

The purpose of this memo is to evaluate biological treatment alternatives for nitrogen removal and the production of recycled water for the City of Banning Wastewater Treatment Plant. Wastewater treatment stages considered for this evaluation included biological, tertiary, and solids treatments. Several process options were assessed within each treatment stage to develop a list of wastewater treatment alternatives for further evaluation. The treatment alternatives are evaluated based on estimated construction and operating costs, operational issues, site constraints, and the ability to comply with current and future regulatory requirements. Additionally, this evaluation considered existing treatment process operations, and the ability to upgrade or reuse facilities for future use. The viable wastewater treatment alternatives developed from the evaluation are listed below:

Alternative 1 - Return Flow from Trickling Filter Effluent to Primary Clarifier
Alternative 2 - Conventional Activated Sludge
Alternative 3 - Moving Bed Biofilm Reactor
Alternative 4 - Membrane Bioreactor

The recommended alternative is the Membrane Bioreactor based on its expandability, operational reliability, effluent quality, and flexibility to meet future permit and reuse requirements.

1 BACKGROUND

The City of Banning (City) owns and operates a wastewater treatment plant (WWTP) located at 2242 East Charles Street, Banning, California 92220. The WWTP has a design treatment capacity of 3.6 million gallons per day (MGD) and currently discharges an average of 2.07 MGD into 10 unlined evaporation/percolation ponds. Future (Year 2035) average flow is expected to increase to 3.6 MGD. The treated effluent then percolates into the groundwater of the San Gorgonio Hydraulic Unit. Groundwater from this basin is used for municipal, industrial, and agricultural applications.

1.1 Regional Water Quality Control Board Order

On June 30, 2016, the California Regional Water Quality Control Board adopted Board Order R7-2016-0015, which describes the Waste Discharge Requirements (WDRs) and other terms and conditions of operation for the WWTP. The Board Order requires the WWTP to remove constituents that present the greatest risk to groundwater quality such as nitrogen, coliforms, and total dissolved solid (TDS). According to the United States Environmental Protection Agency (US EPA), the maximum contaminant level (MCL) for Nitrate as Nitrogen is 10 mg/L. Per the Board Order, it is assumed all nitrogen available converts to nitrate/nitrite so Total Nitrogen (TN) is used as the measurement of concern. The wastewater effluent limitations per the Board Order are outlined in Table 1.

Table 1. WWTP effluent limitations per Board Order R7-2016-0015

Parameter	30-Day Average	7-Day Average
20°C BOD_5	30 mg/L	45 mg/L
TSS	30 mg/L	45 mg/L
pH	6.0 - 9.0	
30-Day Daily Dry Weather Discharge	< 3.6 MGD	
DO	Upper Zone of the Ponds > 1.0 mg/L	
TDS	Not to Exceed 300 mg/L above the Water Supply	
TN*	10 mg-N/L	

*City does not need to comply with this limit at this time

Currently, the average TN concentration in the WWTP's effluent is 27 mg-N/L, well above the future TN limit of 10 mg-N/L specified in Board Order R7-2016-0015. As a result, the City will need to upgrade the biological treatment process at the WWTP to lower the TN below 10 mg-N/L.

1.2 Title 22 Requirements

The City is interested in utilizing WWTP effluent for beneficial non-potable reuse applications such as landscape, public parks, and golf course irrigation. However, the WWTP effluent, based

on the Annual Operations Monitoring Report for 2022, does not comply with California's water recycling criteria outlined in Title 22, Code of Regulations. To comply with Title 22 requirements, the effluent must meet the following requirements:

- Average daily turbidity less than 2 nephelometric turbidity unit (NTU); approximately 3 – 5 mg/L TSS.
- Effluent cannot exceed 5 NTU more than 5% of the time.
- Effluent cannot exceed 10 NTU at any time.
- Coagulant must be added if the influent to the filter exceeds 5 NTU for more than 15 minutes, or 10 NTU at any time.
- The disinfection process must provide a chlorine residual that provides 450 milligram-minutes per liter (mg-min/L) under minimal modal contact time (CT) of 90 minutes.
    - This corresponds to a residual of 5 mg/L or less, or any process that achieves 5-log virus removal.
- Total coliform cannot exceed the average most probable number (MPN) of 2.2 per 100 milliliters (mL).
- No more than one sample per month can exceed an MPN of 23 per 100 mL.

The WWTP currently discharges 27 mg/L TN and 20 mg/L TSS. In order to meet tertiary requirements, the City will be required to improve the removal efficiency of the existing WWTP to comply with the TN, turbidity, and disinfection requirements.

1.3 Beaumont Basin Plan Requirements

The largest potential recycled water user for the City of Banning is Sun Lakes Country Club, a golf course located above the Beaumont Basin Management Zone. In order to serve recycled water to Sun Lakes, the WWTP effluent must meet the Beaumont Basin maximum benefit objectives for TDS and TN of 330 mg/L and 5 mg/L, respectively. With a current average TDS of 390 mg/L and TN of 27 mg/L, the WWTP effluent does not meet either of these limits. Due to these restrictions, and potential stricter limits for the San Gorgonio region in the future, the City will need to implement a reverse osmosis train post-secondary treatment to further reduce the WWTP's TDS and TN levels.

The purpose of this technical memo is to evaluate potential treatment alternatives for the WWTP that comply with the Regional Water Quality Board Order as well as Title 22 and Beaumont Basin Management Zone requirements for tertiary water, and recommend the most suitable system for the City.

2 BIOLOGICAL TREATMENT ALTERNATIVES

Four viable biological treatment options were selected for evaluation to treat the anticipated average daily flow of 3.6 MGD. The treatment alternatives include:

1. Return Flow from Trickling Filter Effluent to Primary Clarifier
2. Conventional Activated Sludge
3. Moving Bed Biofilm Reactor
4. Membrane Bioreactor

For Alternatives 2-4, BioWin modeling results from the 2020 Banning Nitrogen Removal Feasibility Study (2020 Study) were used to compare effluent water quality. For Alternative 1, a new BioWin simulation was conducted to determine a different strategy that would allow the existing trickling filters to comply with the Board Order TN requirements. The previous design from the 2020 Study of increasing the recirculation of the trickling filters to 350% was ruled out, as this only lowered the final TN to 9.92 mg/L, just below the Board Order requirement of 10 mg/L. Alternative 1, as currently being considered, would send recirculation flow from the trickling filters back to primary influent.

2.1 Alternative No. 1: Return Flow from Trickling Filter Effluent to Primary Clarifier

2.1.1 Overview

Trickling Filters (TF) are currently utilized by the City at the WWTP. TF, shown in Figure 1, is an aerobic attached growth process used for secondary treatment. It consists of a tank filled with different types of media such as crushed stone, rocks, or plastic materials ranging in size from 2 – 4 inches. Wastewater is distributed by a rotary distributor arm over the top area of a vessel containing non-submerged packing material. As the wastewater trickles through the bed, microbial growth on the media forms a biofilm. The organic material in the wastewater is degraded by microorganisms attached to the biofilm. Some of the ammonia nitrogen in the wastewater is oxidized by nitrifying bacteria to nitrate or nitrite to nitrogen. An essential element of the trickling filter design and operation is the recirculation of effluent to the filter media for process optimization and increased treatment performance.

There are four basic trickling filter types: low-rate, intermediate-rate, high-rate, and roughing filters. Low-rate filters are loaded at less than 40 kg BOD_5 per day. The residual solids are usually well digested, producing a higher quality secondary effluent. Intermediate-rate filters are loaded up to 64 kg BOD_5 per day. This system requires wastewater recirculation to ensure sufficient effluent quality. High-rate filters have a maximum organic load, ranging from 64 – 160 kg BOD_5 per day. In this system, a secondary filtration stage is required to achieve effluent standards. Roughing filters are typically loaded from 160 – 480 kg BOD_5 per day. Overall, low-rate and high-rate trickling filters achieve the highest organic removal rates.

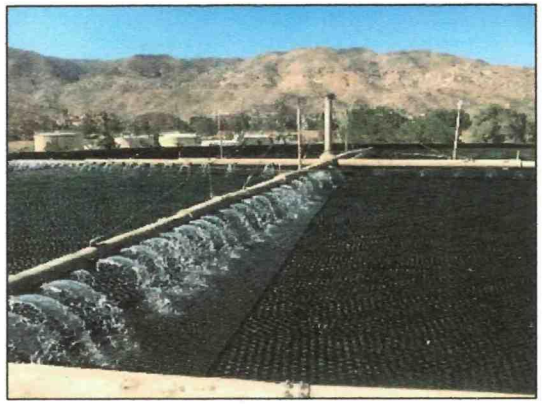


Figure 1. Trickling filters at the City WWTP

Advantages	Disadvantages
• Simplicity in biological operation	• Low loading rate requirements depending on media
• Low energy requirements	• Diffusion limitations and possibility of mass transfer
• Low maintenance requirements	• Higher BOD_5 and solid concentrations in the effluent
• Low sludge production	• Issues with biofilm maintenance due to excess sloughing
• Appropriate for small and medium sized communities	• Odor problems
• No problems of sludge bulking in secondary clarifiers	• Low efficiency at cold temperatures
• Improved sludge thickening abilities	
• Durable process elements	

2.1.2 Implementation at the WWTP

The existing operation of the trickling filters does not allow for sufficient N/DN to occur. One way to reduce trickling filter nitrate is to recycle trickling filter effluent to the headworks. Any denitrification achieved in the headworks and primary clarifiers would not only reduce the BOD in the primary effluent but also reduce the nitrate in the secondary effluent.

A recirculation pump, with a capacity of 1,400 gpm, will be installed at the Trickling Filter Recirculation Station. The pump will take trickling filter effluent and deliver it to the headworks at the Grit Chamber Splitter Box. Based on BioWin modeling results, the expected secondary effluent for the constituents of concern is provided in Table 2. As seen in Table 2, the operation of the trickling filters will comply with BOD_5 and TN effluent goals. However, to confirm that this approach will effectively lower TN levels, a 2-month pilot test will be conducted at the Plant.

Table 2. Secondary effluent water quality for Alternative 1

Parameter	Secondary Effluent Water Quality
BOD_5	24.74 mg/L
TSS	6.31 mg/L
TN	7.50 mg-N/L

A summary of the capital, annual O&M, and 20-year life cycle costs for Alternative 1 to comply with Board Order and Title 22 requirements is shown in Table 3. Annual O&M costs include pump power consumption, chemicals (NaOCl and polymers), and labor and maintenance of equipment. Due to the age and condition of the existing TFs, the remaining service life of both TFs is expected to be 10 years maximum. Therefore, although the capital cost only involves the addition of the recirculation flow, the 20-year life cycle cost includes the replacement of both TFs in 2035.

A tertiary filter is required to comply with Title 22 turbidity requirements, and ultrafiltration is needed to meet the Beaumont Basin maximum benefit objectives. If the pilot test is unsuccessful, a denitrification filter will need to be implemented rather than the proposed recirculation flow to the primary clarifier.

Table 3. Capital, O&M, and life cycle cost summary for Alternative 1

Cost Component	Cost
Capital	
Recirculation to Primary Clarifier	$705,500
Tertiary Filter	$2,721,000
Ultrafiltration	$5,900,000
Anaerobic Digester	$2,100,000
Total Capital Cost	**$11,426,500**
Annual O&M	
Power	$196,574
Chemical	$18,750
Labor and Maintenance	$1,080,000
Total O&M Cost	**$1,098,750**
20-Year Life Cycle Cost	
$44,768,000	

2.2 Alternative No. 2: Conventional Activated Sludge

2.2.1 Overview

The conventional activated sludge (CAS) process, shown in Figure 2, is a biological wastewater treatment system where various microorganisms growing as suspended flocs, called mixed liquor, degrade organic matter in the wastewater. The mixed liquor settles in the secondary clarifiers, effluent is discharged for further treatment, and the microorganisms are recirculated back to the bioreactor as return activated sludge (RAS). Oxygen is provided by blowers and diffusers to facilitate the growth of microorganisms. Excess sludge is wasted so that the system can be operated at a target solids retention time.

The conventional activated sludge process can be modified for biological nitrogen removal. This is accomplished by dividing the bioreactor into the aerobic zone and anoxic zone (where no oxygen is provided). Ammonia in the wastewater is oxidized to nitrite and nitrate in the aerobic zone, whereas nitrate and nitrite are denitrified to nitrogen gas in the anoxic zone. In the modified Ludzack-Ettinger (MLE) configuration, the anoxic zone is placed upstream of the aerobic zone. Nitrate and nitrite are recirculated back to from the end of the aerobic zone to the anoxic zone for denitrification. Other configurations, such as the step-feed activated sludge process, have also been used successfully for nitrogen removal.

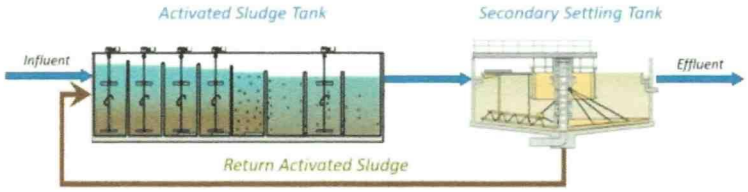


Figure 2. Conventional activated sludge flow diagram

Advantages

- Plenty of operating experience
- Uniform mixing in aeration tanks
- High oxygen transfer efficiency
- Solid and liquid stream separation
- High quality effluent

Disadvantages

- High operational cost
- Sludge disposal requirement
- Diffusers require regular cleaning

2.2.2 Implementation at the WWTP

Conventional activated sludge is one of the most common biological nutrient removal systems in the United States. New bioreactors with anoxic and aerobic zones will need to be constructed for this system. The City owns the property immediately to the west of the WWTP where the proposed CAS system could be located. The existing trickling filters will be decommissioned, while the existing primary clarifiers and primary effluent pump station will remain in operation. The existing secondary clarifiers will not be suitable for the increased flow as the underflow drain is only 6" in diameter. The new RAS line needs to be at least 12" in diameter to handle the increased RAS flows. New rectangular clarifiers will need to be constructed north of the bioreactors to handle half (1.8 MGD) of the average daily flow. An external carbon source is not necessary for this option. Modeled secondary effluent water quality from the 2020 Study is provided in Table 4.

Table 4. Secondary effluent water quality for Alternative 2

Parameter	Secondary Effluent Water Quality
BOD_5	4.78 mg/L
TSS	10.96 mg/L
TN	7.49 mg-N/L

A summary of the capital, annual O&M, and 20-year life cycle costs for Alternative 2 is shown in Table 5. A tertiary filter is required to comply with Title 22 turbidity requirements, and ultrafiltration is needed to meet the Beaumont Basin maximum benefit objectives. Annual O&M costs are based on power, chemical (NaOCl and polymer), and labor and maintenance.

Table 5. Capital, O&M, and life cycle cost summary for Alternative 2

Cost Component	Cost
Capital	
Activated Sludge System	$48,910,800
Tertiary Filter	$2,721,000
Ultrafiltration	$5,900,000
Anaerobic Digester	-
Total Capital Cost	**$57,531,800**
Annual O&M	
Power	$1,310,496
Chemical	$18,750
Labor and Maintenance	$1,080,000
Total O&M Cost	**$2,409,246**
20-Year Life Cycle Cost	
$119,328,000	

2.3 Alternative No. 3: Moving Bed Biofilm Reactor

2.3.1 Overview

The moving bed biofilm reactor (MBBR) process, shown in Figure 3, is a biological treatment process that was developed by combining the conventional activated sludge system and suspended biofilm carrier media. This process incorporates polyethylene or other material media that provides surface area for the growth of heterotrophic and autotrophic bacteria biofilm in uniformly mixed tanks. The MBBR contains media with a surface area ranging from 400 – 600 m^2/m^3. A final clarifier is used to remove suspended solids and to produce a clarified effluent. Settled sludge can be returned to the bioreactor if necessary.

MBBRs may be used for aerobic, anoxic, or anaerobic processes. The system can handle high organic loads and high substrate concentrations. Nitrification rates are influenced by the organic load, dissolved oxygen (DO) concentration, ammonium nitrogen concentration, temperature, pH, and alkalinity in the reactor.

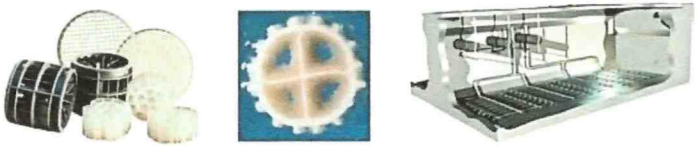


Figure 3. MBBR system components (courtesy of Veolia)

Advantages

- Backwash is not necessary
- A high specific biofilm surface area
- Continuous operation of the reactor without clogging
- Ability to increase the plant capacity without expansion of existing reactor volume
- Easy to operate
- Stable operation at low temperature
- Long life expectancy of biofilm media carriers

Disadvantages

- Media can wash out over time; regular cleaning of effluent screens
- Longer start up time requirement
- Bacterial activity has to be monitored periodically
- Cost of the media

2.3.2 Implementation at the WWTP

For the MBBR system, plastic biocarriers are suspended in the aerobic and anoxic tanks to allow for microorganism growth. The primary effluent enters a common influent channel where flow is evenly distributed into the four tanks. The first tank is aerobic where heterotrophs are predominant and organic removal primarily occurs. The next tank is also aerobic, but the conditions are enhanced for the growth of nitrifiers for ammonia removal. From here, wastewater enters the anoxic tank where denitrification occurs. With this process configuration, an external carbon source such as methanol or glycerol is added to promote denitrification. Alternatively, the City can reverse this process by having an anoxic tank upstream of the aeration tanks and utilize an internal recycle to maintain the carbon requirements for denitrification. This would decrease chemical costs but increase power costs due to additional pumping requirements. A final, small polishing reaeration step is included to re-add oxygen back into the wastewater for the purpose of downstream processes that require oxygen in the system. The secondary effluent is conveyed to the existing secondary clarifiers where a small portion of the sludge is returned to the reaeration tanks. The reactors will be equipped with media retention screens to keep the media elements from leaving the MBBR basins. Modeled secondary effluent water quality from the 2020 Study is provided in Table 6.

Table 6. Secondary effluent water quality for Alternative 3

Parameter	Secondary Effluent Water Quality
BOD_5	4.34 mg/L
TSS	6.64 mg/L
TN	8.00 mg-N/L

A summary of the capital, annual O&M, and 20-year life cycle costs for Alternative 3 is shown in Table 7. A tertiary filter is required to comply with Title 22 turbidity requirements, and ultrafiltration is needed to meet the Beaumont Basin maximum benefit objectives. Annual O&M costs are based on power, chemical (NaOCl, methanol, and polymer), and labor and maintenance.

Table 7. Capital, O&M, and life cycle cost summary for Alternative 3

Cost Component	Cost
Capital	
MBBR	$39,346,500
Denitrification Filter	-
Tertiary Filter	$2,721,000
Ultrafiltration	$5,900,000
Anaerobic Digester	$2,100,000
Total Capital Cost	**$50,067,500**
Annual O&M	
Power	$1,474,308
Chemical	$18,750
Labor and Maintenance	$1,080,000
Total O&M Cost	**$2,573,058**
20-Year Life Cycle Cost	
$116,048,000	

2.4 Alternative No. 4: Membrane Bioreactor

2.4.1 Overview

Membrane Bioreactors (MBRs), shown in Figure 4, consist of a biological reactor with suspended biomass and solids separation by microfiltration or ultrafiltration membranes with the nominal pore size ranging from 0.07 – 2.0 µm and 0.008 – 0.2 µm, respectively. MBRs can be operated at higher MLSS concentrations (8,000 – 12,000 mg/L), as a result, the reactor size is reduced. Solids liquid separation is accomplished with membranes instead of clarifiers. There are two fundamental arrangements of MBRs: (1) integrated systems that have membranes immersed in an activated sludge reactor and (2) separate systems that have a membrane module placed outside the reactor. Immersed MBRs typically use hollow fiber membranes that operate at lower pressures, accommodate various types of biosolids, concentrate biosolids without settling concerns, and have lower life-cycle costs. Separate systems are typically pressure driven and the membranes are in a stand-alone tank. Properly configured, the MBR process removes nitrogen similar to the activated sludge process.

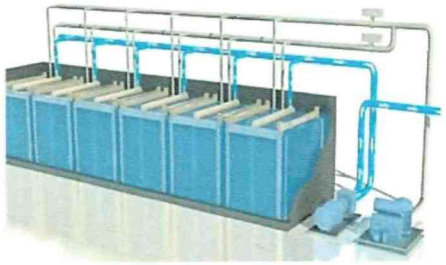


Figure 4. MBR Facility (courtesy of KY OCP)

Advantages

- Higher MLSS concentrations therefore a small footprint
- Less sludge production due to longer SRT design
- High effluent quality
- No secondary clarifier is needed
- Better site planning for City WWTP
- No UF pretreatment for future RO

Disadvantages

- High capital costs (membranes)
- High energy costs compared to the conventional process due to membrane scouring
- Limited time on membrane life
- High cost membrane replacement

2.4.1.1 Packaged vs Non-Packaged System

There are two options to consider for an MBR system: a packaged or non-packaged system. The main differences between the two options are cost, schedule, and aesthetics. Unlike packaged MBR systems which comprise of pre-engineered, prefabricated structures, non-packaged MBR systems require the contractor to source all related equipment, resulting in higher costs and longer construction schedules. Typically, packaged MBR systems involve stainless-steel tanks while non-packaged systems involve concrete tanks; the significant site work and material cost required for the construction of concrete costs also contribute to the higher overall cost of non-packaged systems. As for aesthetics, concrete structures are more common at existing municipal treatment plants. However, a prefabricated building can be built around a packaged MBR system for appearance purposes.

2.4.2 Implementation at the WWTP

The MBR system combines conventional biological nutrient removal with the use of membranes for the separation of solids and treated effluent. The MBR process train is similar to Alternative 2 except that membranes replace the secondary clarifiers and tertiary filters. The design MLSS of the MBR system is also much higher than Alternatives 2, which allows for greater treatment capacity per unit volume of the aeration basin. One design note is that the high recycle from the membrane aeration zone impacts the denitrification ability and the carbon demand. Consequently, a tank will be provided to allow the DO to decrease by endogenous respiration before the recycle stream is returned to the anoxic zone.

Membrane fouling is controlled by several methods of cleaning which includes the chemical clean in place (CIP) system, relaxation, and air scouring. Chemical CIP cleaning is also referred to as maintenance cleaning used to address irreversible fouling. This type of cleaning usually occurs at least 10 times a year and is completely automated; however, it can also be manually operated as needed. The membrane units are cleaned in place quickly by injecting a dilute solution of bleach into the permeate line which remains in the membranes for 1 to 3 hours and then the normal operation is resumed. During the cleaning of one basin, the other basins are left online and operated at a slightly higher flux rate as required to meet plant demand. Although this type of cleaning is efficient, the addition of chemicals will degrade any membrane material over time. Therefore, replacement of the membranes will be required.

There are two types of membranes available for wastewater applications: hollow fiber and flat sheet. Hollow fiber membranes are constructed of a microporous structure and are densely packed into tubes to create the membrane module. These tightly packed modules allow for high membrane surface areas and high outside pressure tolerance. Typically, flow is applied to the outside of the membranes and permeate is removed via the inner tube of the module. However, some manufacturers offer the opposite (in-out) flow pattern. The typical vacuum pressure applied to the hollow fiber membranes is around 10 pounds per square inch (psi). Flat sheet membranes are constructed of paper-like backing material with a membrane cast on the surface of the paper. These plates are submerged into the membrane tank, and permeate pass through

the membrane from the outside in. The membranes allow the biofilm to attach and are continuously aerated to prevent solids buildup.

Modeled secondary effluent water quality from the 2020 Study is provided in Table 8.

Table 8. Secondary effluent water quality for Alternative 4

Parameter	Secondary Effluent Water Quality
BOD_5	0.86 mg/L
TSS	0.00 mg/L
TN	7.74 mg-N/L

A summary of the capital, annual O&M, and 20-year life cycle costs for Alternative 4 is shown in Table 9. Annual O&M costs are based on power, chemical, and labor and maintenance. Chemical costs include NaOCl, polymer, citric acid, sodium bisulfite, and sodium hydroxide. Costs are based on the hollow fiber membrane type and include a range of costs from a non-packaged to a packaged system.

Table 9. Capital, O&M, and life cycle cost summary for Alternative 4

Cost Component	Cost
Capital	
MBR	$52,887,000 - $68,996,868
Tertiary Filter	-
Ultrafiltration	-
Anaerobic Digester	-
Total Capital Cost	**$52,887,000 - $68,996,868**
Annual O&M	
Power	$1,638,120
Chemical	$37,500
Labor and Maintenance	$1,200,000
Total O&M Cost	**$2,875,620**
20-Year Life Cycle Cost	
$126,344,000 - $142,454,000	

3 COMPARISON OF TREATMENT ALTERNATIVES

A comprehensive summary of the capital, annual O&M, and 20-year life cycle costs for the wastewater treatment alternatives developed for the City of Banning is shown in Table 10. The 20-year life cycle cost shows that Alternative 1 is the least expensive alternative. This alternative is essentially the baseline scenario to comply with Board Order and Title 22 requirements at 3.6 MGD and utilizes the existing treatment process as much as possible. However, this alternative provides the least flexibility regarding expected effluent water quality, particularly for BOD_5 and TN. If future discharge permit limits become more stringent, or other constituents, such as phosphorus, become regulated, upgrades to Alternative 1 would be challenging and costly.

Table 10. Cost comparison summary for the treatment alternatives

Treatment Alternative	Capital	Annual O&M	20-Year Life Cycle
Alternative 1 Trickling Filter	$11,426,500	$1,098,750	$44,768,000
Alternative 2 Activated Sludge	$57,531,800	$2,409,246	$119,328,000
Alternative 3 MBBR	$50,067,500	$2,573,058	$116,048,000
Alternative 4 MBR	$52,887,000 - $68,996,868	$2,875,620	$126,344,000 - $142,454,000

The cost comparison summary identifies three groupings of the treatment alternatives. Alternative 1 is the cheapest all-around option. Life cycle costs for Alternatives 2 and 3 are within $3,000,000 of one another and utilize the same treatment process with slightly varied components that alter the overall process operation. Between Alternatives 2 and 3, Alternative 3 provides the lower capital cost option due to the reduction in required tank size as compared to conventional activated sludge. Alternative 4 has an expensive capital cost, since the MBR system produces the highest effluent water quality. The capital cost for Alternatives 2 and 4 are relatively close to one another. However, the annual O&M costs show that Alternative 4 becomes more costly over a 20-year life cycle.

A breakdown of the required WWTP upgrades to meet Board Order requirements and Title 22 regulations for each alternative is provided in Table 11. The tertiary filter and ultrafiltration costs are the same for Alternatives 1 – 3, and not required for Alternative 4. Alternatives 2 and 4 do not require any additional anaerobic digesters, while Alternatives 1 and 3 will require a new anaerobic digester.

Table 11. Unit operation cost comparison for the treatment alternatives

Unit	Alternative 1 Trickling Filter	Alternative 2 Activated Sludge	Alternative 3 MBBR	Alternative 4 MBR
Recirculation to Primary Clarifier	$705,500	-	-	-
Activated Sludge	-	$48,910,800	-	-
MBBR	-	-	$39,346,500	-
MBR	-	-	-	$52,887,000 - $68,996,868
Tertiary Filter	$2,721,000	$2,721,000	$2,721,000	-
Ultrafiltration	$5,900,000	$5,900,000	$5,900,000	-
Anaerobic Digester	$2,100,000	-	$2,100,000	-
Total	**$11,426,500**	**$57,531,800**	**$50,067,500**	**$52,887,000 - $68,996,868**

A comparison of the expected secondary effluent water quality for all alternatives is provided in Table 12. The concentrations presented do not reflect tertiary filter effluent to show the comparison between biological treatment systems. All the alternatives comply with the Board Order requirements with respect to nitrogen. Compared to Alternative 1, Alternatives 2 – 4 produce better water quality, can meet possible more stringent discharge limits, and have better flexibility to stay in compliance if treatment efficiency degrades. Alternative 4 produces the best all-around effluent water quality, and an additional tertiary filter is not required to comply with Title 22 requirements unlike Alternatives 1 – 3.

Table 12. Secondary effluent water quality comparison for the treatment alternatives

Parameter	Secondary Treatment Effluent Concentration (mg/L)			
	Alternative 1 Trickling Filter	Alternative 2 Activated Sludge	Alternative 3 MBBR	Alternative 4 MBR
BOD_5	24.74	4.78	4.34	0.86
TSS	6.31	10.96	6.64	0
TN	7.50	7.49	8.00	7.74

Non-monetary criteria for the alternatives are compared in Table 13. The criteria for each alternative were given a ranking from 1 to 5; 5 being the best (and in terms of footprint, smallest), and 1 being the worst (and in terms of footprint, largest). Alternative 1 is the least scalable, operationally reliable, and flexible to meet permit requirements when compared to Alternatives 2-4. Alternatives 2 and 3 are similar in terms of operational reliability, ease of operation, flexibility to meet permit requirements, footprint, and Title 22 reuse capability, but Alternative 3 is the more scalable of the two. Alternative 4 is the most scalable and operationally reliable of all alternatives, and because an MBR system does not require a secondary clarifier, it has the smallest overall footprint. Alternative 4 is also the only alternative that does not require additional filtration for Title 22 reuse. For overall rankings, Alternative 4 has the best score, followed by Alternative 3, Alternative 2, then Alternative 1.

Table 13. Non-monetary comparison summary for the treatment alternatives

Treatment Alternative	Scalability	Operational Reliability	Ease of Operation	Flexibility to Meet Permit Requirements	Footprint	Title 22 Reuse	Total Score
Alternative 1 Trickling Filter	1	2	5	1	1	1	**11**
Alternative 2 Activated Sludge	3	4	3	3	3	4	**20**
Alternative 3 MBBR	4	4	3	3	3	4	**21**
Alternative 4 MBR	5	5	2	5	5	5	**27**

4 SUMMARY OF ANALYSIS AND RECOMMENDATIONS

The cost evaluation suggests that Alternative 1 is the cheapest option available to comply with Board Order and Title 22 requirements. However, based on the capacity of the existing infrastructure, this option has the least flexibility to maintain effluent TN treatment goals, and the existing trickling filter components are old and will require replacement within the next 10 years. Therefore, this alternative is not recommended for future implementation.

Alternatives 2 – 3 are similar in cost and operation. Among them,

1. Alternative 2 (CAS) are ubiquitous throughout the United States, are reliable to meet discharge limits, easy to operate, and have the ability to be upgraded with IFAS or MBBR in the future if required. However, these systems require a larger footprint as compared to Alternative 4 to meet effluent requirements.
2. Alternative 3 (MBBR) produces the best secondary effluent water quality out of these two alternatives and is the lowest capital and life cycle cost option. However, Alternative 3 is more complex to operate, requires an external carbon input, and the number of municipal installations in the United States is significantly less than Alternative 2.

Alternative 4 (MBR) can be the most expensive alternative, depending on whether a packaged or non-packaged system is selected, but it produces the best water quality. With advances in technology, the MBR system can also be operated fairly autonomously and does not require much operator input. Additionally, the City is familiar with the design of MBRs based on the 90% design of an MBR facility in 2007.

Alternative 4 also sets the City up for any changes to discharge or reuse requirements in the future. Unlike Alternatives 1 – 3, MBR systems have built-in filtration, and therefore they can produce recycled water without the use of tertiary filters as well as meet the Beaumont Basin Plan TDS and TN requirements without ultrafiltration.

Furthermore, since MBR is modular, it allows the system to be phased into the Plant. In the first phase of upgrades, one approach is to keep the two TFs in operation and install an additional 1.5 MGD MBR at the Plant. This option involves sending 1.5 MGD to the MBR for recycled water irrigation use. For the remaining 2.1 MGD, the Alternative 1 strategy of sending a return flow from the TF effluent to the headworks would be implemented to allow the 2.1 MGD to flow through the TFs then discharge into the percolation ponds. As recycled water demands increase and the TFs reach the end of their service lives, more MBR modules can be phased in for increased capacity until the total 3.6 MGD future average flow is treated by MBR.

Therefore, due to its high effluent water quality, operational ease, flexibility to meet more stringent permit regulations, and scalability, a Membrane Bioreactor is recommended to be considered for future implementation.

Appendix G
WDR Board Order R7-2016-0015

Water Boards

Colorado River Basin Regional Water Quality Control Board

July 5, 2016

Art Vela
Acting Public Works Director
City of Banning
99 East Ramsey Street
Banning, CA 92220

Lorenzo Amis
Project Manager
Suez Environmental Services, Inc.
2242 E. Charles Street
Banning, CA 92220

Dear Mr. Vela and Mr. Amis:

SUBJECT: WASTE DISCHARGE REQUIREMENTS (WDRs) BOARD ORDER R7-2016-0015, FOR CITY OF BANNING, WASTEWATER TREATMENT PLANT, BANNING, RIVERSIDE COUNTY

Enclosed is a copy of Board Order R7-2016-0015 adopted by the California Regional Water Quality Control Board, Colorado River Basin Region on June 30, 2016, during its public meeting in the Palm Desert, California.

Should you have any questions concerning this Board Order, please contact Jose Cortez, P.E., Water Resources Control Engineer, at jose.cortez@waterboards.ca.gov or (760) 776-8963.

Sincerely,

Jose L. Angel, P.E.
Executive Officer
Colorado River Basin
Regional Water Quality Control Board

JC/mc

Enclosures: Board Order R7-2016-0015

File: City of Banning WWTP, WDID 7A330100015, CW-208668, GT-WDR100027202, R7-2016-0015

CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD
COLORADO RIVER BASIN REGION

BOARD ORDER R7-2016-0015

WASTE DISCHARGE REQUIREMENTS
FOR
CITY OF BANNING, OWNER
SUEZ WATER ENVIRONMENTAL SERVICES, OPERATOR
BANNING WASTEWATER TREATMENT PLANT
Banning – Riverside County

The California Regional Water Quality Control Board, Colorado River Basin Region (Colorado River Basin Water Board) finds that:

1. The City of Banning (Owner), 99 East Ramsey Street, Banning, California 92220, and Suez Water Environmental Services, Inc., a Delaware-based business entity (Operator), (collectively or individually referred to as Discharger) submitted an application to update the Waste Discharge Requirements (WDRs) for the Banning Wastewater Treatment Plant (WWTP or Facility). The WWTP is located at 2242 East Charles Street, Banning, California 92220, as shown in Attachment A (Vicinity Map), made part of this Board Order by this reference. Suez Water Environmental Services, Inc. maintains an office at the Facility.

2. The City of Banning owns a wastewater collection, treatment and disposal system which provides sewerage service to the city. The WWTP has a design treatment capacity of 3.6 million gallons-per-day (MGD) and currently discharges approximately 2.07 MGD into 10 unlined evaporation/percolation ponds (ponds). The Facility is located in Section 14, Township 3 South, Range 1 East, San Bernardino Baseline and Meridian. The Facility's Assessor's Parcel Numbers are 532 180 038/532 180 036, and its latitude and longitude coordinates are 33.915194/33.912134 and 116.852411/116.84164, respectively. The Facility is assigned California Integrated Water Quality System (CIWQS) number CW-208668, Waste Discharger Identification (WDID) number 7A330100015, and GeoTracker Global ID number WDR100027202.

3. The wastewater treatment plant currently receives industrial wastewater from several businesses within the City of Banning. The Discharger's Industrial Waste Program issues Industrial User Discharge Permits to verify that these businesses meet the City of Banning's local ordinance discharge limits, which were determined to ensure that the wastewater treatment plant is protected and can meet effluent standards.

4. The discharge is currently regulated by Board Order (WDRs) 01-022, adopted on May 9, 2001.

5. Board Order 01-022, required the Discharger to construct a groundwater monitoring system in the vicinity of the unlined ponds. The Board Order also required effluent monitoring for Sulfate, Chloride, Fluoride, Aluminum, and Iron until the groundwater monitoring system was installed and groundwater monitoring was initiated. Board Order 01-022, Monitoring and Reporting Program, states that "As soon as Ground Water monitoring commences, these constituents will not be required in Effluent monitoring."

The groundwater monitoring system was completed in August 2007, and effluent monitoring for Sulfate, Chloride, Fluoride, Aluminum, and Iron were discontinued at that time. These constituents have been removed from the monitoring and reporting program for this Board Order as well as the effluent limitations for Chloride, Aluminum, and Iron.

6. The WDRs are being updated to implement the most current laws and regulations applicable to the discharge.

Wastewater Treatment Facility and Discharge

7. The WWTP consists of preliminary treatment, primary treatment, secondary treatment, solids handling, and disinfection (currently not in use), and the disposal ponds. Untreated wastewater flows to the preliminary treatment system, which consists of a mechanical bar screen, compactor, grit removal system, classifier and cyclone separator. Wastewater from the preliminary treatment system flows to two primary clarifiers and is then pumped to two trickling filters. The effluent from the trickling filters flows to the two secondary clarifiers and then to the chlorine contact chamber, which is currently used as a holding tank for the final effluent water sampling and discharge to the percolation ponds. The disinfection units have not been in use since April 2000.

8. Primary sludge from the two primary clarifiers is pumped to the anaerobic digester for further treatment. Secondary sludge from the secondary clarifiers is pumped to the gravity thickener for thickening and then pumped to three anaerobic digesters for further treatment. Sludge wasting from the digester is pumped to the sludge drying beds. The Discharger produces Class B biosolids, and a private contractor hauls the biosolids offsite to a permitted facility for disposal.

9. The Discharger's Self-Monitoring Reports (SMRs) from January 2011 through December 2015 characterize the WWTP effluent as follows:

Constituent	Units	Average	Maximum	Minimum
Flow	MGD	2.071	2.238	1.857
20° C BOD[1]	mg/L[2]	23	27	19
TSS[3]	mg/L	21	28	16
pH	s.u.[4]	7.3	7.6	7.1
TDS[5]	mg/L	428	464	380
Nitrate as N	mg/L	22	32	12
Total Nitrogen	mg/L	29	49	14

[1] 5-day biochemical oxygen demand at 20 degrees Celsius
[2] milligrams per Liter
[3] Total Suspended Solids
[4] Standard pH units
[5] Total Dissolved Solids

Hydrogeological Conditions

10. Precipitation in the Banning area averages about 12 inches per year. Annual evapotranspiration rate is approximately 56 inches.

11. A drainage course identified as Smith Creek Flood Control Channel is located along the south side of WWTP.

12. There are no domestic wells within 500 feet of the on-site evaporation/percolation ponds.

13. The evaporation/percolation ponds overlay an aquifer of high quality groundwater. The Discharger's SMRs show that the depth to groundwater in the vicinity of the WWTF ranges from about 330 feet (MW1) to 630 feet below ground surface (bgs) (MW3).

14. Water supply to the community is from groundwater production wells located in the San Gorgonio Hydrologic Unit, Banning Hydrologic Subunit. TDS in the water supply averages about 204 mg/L, based on data reported in the City of Banning's SMRs from January 2011 through December 2015.

15. Regional groundwater flow in the area is generally from the west to the east.

16. The Discharger uses a network of three groundwater monitoring wells, one upgradient and two downgradient, to monitor the impact of wastewater discharge to groundwater in the area of the ponds. The locations of the groundwater monitoring wells identified as R-1 (MW1), MP-1 (MW2) and C-8 (MW3) are shown in Attachment C (Monitoring Well Locations), made part of this Board Order by reference. The Discharger's monitoring reports from January 2011 through December 2015 show the following average water quality data for the groundwater monitoring wells:

	Units	MW1 (downgradient)	MW2 (downgradient)	MW3 (upgradient)
Depth to Groundwater	feet below ground surface	361	410	629
Total Dissolved Solids	mg/L	332	252	219
Total Nitrogen	mg/L	4	2	1.1
Nitrate as N	mg/L	2	2	1.5
Iron	mg/L	34	ND	ND
Sulfate	mg/L	32	18	15
Chloride	mg/L	42	35	13
Aluminum	mg/L	20	ND	ND
Fluoride	mg/L	0.4	0.4	0.6

17. The Discharger reports that the soil in the vicinity of the WWTP, from ground surface to 300 bgs, is sand and gravelly sand containing small rocks and boulders. From a depth of 300 to 600 feet bgs, the soil is mostly sand and gravel with spots of brown clay and layers of fine sand and clay.

Basin Plan, Beneficial Uses, and Regulatory Considerations

18. The Water Quality Control Plan for the Colorado River Basin Region of California (Basin Plan), which was adopted on November 17, 1993 and amended on November 13, 2012, designates the beneficial uses of ground and surface waters in this Region, and contains implementation programs and policies to achieve water quality objectives, including narrative objectives for ground water quality, in Chapter 3, section IV, Ground Water Objectives.

19. The discharge is within the San Gorgonio Hydrologic Unit, Banning Subunit. The beneficial uses of groundwater in the San Gorgonio Hydrologic Unit include:

    a. Municipal supply (MUN);

    b. Industrial supply (IND); and

    c. Agricultural supply (AGR).

20. This Order implements numeric and narrative water quality objectives for ground and surface waters established by the Basin Plan. The numeric objectives for groundwater designated for municipal and domestic supply are the maximum contaminant levels (MCLs) specified in sections 64431, 64444, and 64678 of Title 22 of the California Code of Regulations (CCR), and the bacteriological limits specified in section 64426.1 of Title 22, CCR.

21. It is the policy of the State of California that every human being has the right to safe, clean, affordable, and accessible water adequate for human consumption, cooking, and sanitary purposes. This order promotes that policy by requiring discharges to meet maximum contaminant levels designed to protect human health and ensure that water is safe for domestic use.

22. Section 13267 of the California Water Code (CWC) authorizes the Colorado River Basin Water Board to require technical and monitoring reports. The Monitoring and Reporting Program (MRP) establishes monitoring and reporting requirements to implement federal and state requirements.

23. This Order establishes WDRs pursuant to Division 7, Chapter 4, Article 4, of the CWC for discharges that are not subject to regulation under Clean Water Act (CWA) section 402 (33 U.S.C. section 1342).

24. Pursuant to CWC section 13263(g), the discharge of waste is a privilege, not a right, and adoption of this Order does not create a vested right to continue the discharge.

25. The discharge authorized by this Board Order, and treatment and storage facilities associated with discharges of treated municipal wastewater, except for discharges of residual sludge and solid waste, are exempt from the requirements of the Consolidated Regulations for Treatment, Storage, Processing, or Disposal of Solid Waste, as set forth in Title 27, CCR, Division 2, Subdivision 1. This exemption is based on section 20090(a)

of Title 27, which states in relevant part that discharges of domestic sewage or treated effluent are exempt provided that such discharges are regulated by WDRs, or for which WDRs have been waived, and which are consistent with applicable water quality objectives, and treatment or storage facilities associated with municipal WWTP's, provided that residual sludges or solid waste from WWTP's shall be discharged only in accordance with the applicable Title 27 provisions. All of these Title 27 exemption conditions have been met with these WDRs.

Groundwater Degradation

26. State Water Board Resolution 68-16, "Policy with Respect to Maintaining High Quality Waters of the State"(Resolution 68-16) states:

    "Whenever the existing quality of water is better than the quality established in policies as of the date on which such policies become effective, such existing high quality will be maintained until it has been demonstrated to the State that any change will be consistent with maximum benefit to the people of the State, will not unreasonably affect present and anticipated beneficial use of such water and will not result in water quality less than that prescribed in the policies."

    Resolution 68-16 further states:

    "Any activity which produces or may produce a waste or increased volume or concentration of waste and which discharges or proposes to discharge to existing high quality waters will be required to meet waste discharge requirements which will result in the best practicable treatment or control (BPTC) of the discharge necessary to assure that (a) a pollution or nuisance will not occur and (b) the highest water quality consistent with maximum benefit to the people of the State will be maintained."

27. Some degradation of groundwater from the discharge to the ponds is consistent with Resolution 68-16, provided that the degradation:

    a. Is confined to a reasonable area;

    b. Is minimized by means of full implementation, regular maintenance, and optimal operation of BPTC measures;

    c. Is limited to waste constituents typically encountered in domestic wastewater; and

    d. Does not result in the loss of any beneficial use as prescribed in the applicable basin plan, or violation of any water quality objective.

28. The discharge of wastewater from the WWTP, as permitted herein, reflects BPTC. The controls assure the discharge does not create a condition of pollution or nuisance, and that the highest water quality consistent with maximum benefit to the people of the State will be maintained, which is consistent with the anti-degradation provisions of Resolution 68-16. The WWTP incorporates:

    a. Technology for secondary treated domestic wastewater;

    b. Solids handling facilities;

    c. An operation and maintenance manual;

    d. A City ordinance that is comprised of a comprehensive set of rules and regulations

governing the design, construction, maintenance and use of public and private sewer facilities within City jurisdictional limits.

e. Staffing to assure proper operation and maintenance.

f. A network of groundwater monitoring wells; and

g. A standby emergency power generator of sufficient size to operate the treatment plant and ancillary equipment during periods of loss of commercial power.

Accordingly, the discharge as authorized is consistent with the anti-degradation provisions of Resolution 68-16 and the applicable water quality objectives.

Constituents of Concern

29. Constituents of concern in domestic wastewater effluent that present the greatest risk to groundwater quality are nitrogen, coliforms (pathogen-indicator organisms), and TDS. The WWTP provides substantial removal of soluble organic matter, solids, and some nitrogen treatment.

30. Title 22, CCR section 64431, Maximum Contaminant Level (MCL) for Nitrate plus Nitrite as Nitrogen is 10 mg/L. To account for the fate of transport for the various components of Total Nitrogen, as a conservative value it is assumed that all nitrogen present converts to nitrate/nitrite. The City of Banning's SMRs report an average of 29 mg/L for Total Nitrogen between January 2011 and December 2015. Because the concentration of total nitrogen in the effluent is elevated, it is probable that nitrates may reach groundwater in concentrations that exceed the MCL prescribed in Title 22, CCR, section 64431. This Board Order will require that the Discharger conduct a nitrogen removal analysis and provide its findings in a technical report that provides a workplan and time schedule for the installation and implementation of nitrogen removal alternatives.

31. While secondary treatment reduces fecal coliform densities by 90 to 99%, the remaining organisms in effluent are still 10^5 to 10^7 MPN/100 ml (United States Environmental Protection Agency, Design Manual, Municipal Wastewater Disinfection, October 1986). Given the depth to groundwater, it is not likely that pathogen-indicator bacteria will reach groundwater at densities exceeding those prescribed in Title 22, CCR. Thus, it is not anticipated that groundwater will be degraded by pathogen-indicator bacteria. Furthermore, any degradation by pathogens that might occur will be limited to the area in the vicinity of the ponds and degradation by pathogens should not be significant.

32. The typical incremental addition of dissolved salts from domestic water usage is 150 to 380 mg/L. Domestic water supply to the City of Banning showed an average of about 200 mg/L during the period of January 2011 to December 2015. From January 2011 to December 2015 treated wastewater discharged by the City of Banning had an average TDS concentration of approximately 420 mg/L. Thus, the average TDS increase over the domestic water supply for this facility during the same time period was about 220 mg/L. Treated wastewater discharged by the WWTP has a TDS limit of a maximum of 400 mg/L above the domestic source water as regulated by Board Order 01-022. The Colorado River Water Board is responsible for implementing the State Water Resources Control Board's Salt and Nutrient Management Plan (SNMP). To that end, the TDS effluent limit in this Board Order will be reduced to 300 mg/L above the domestic water supply. A regulatory limit of 300 mg/L above the domestic source water reasonably protects present and anticipated beneficial uses of groundwater in the area; therefore, it is

not likely that groundwater will exhibit significant degradation by TDS.

Stormwater

33. Federal regulations for storm water discharges were promulgated by the U.S. Environmental Protection Agency on November 16, 1990, (40 CFR Parts 122, 123, and 124) to implement the Clean Water Act's storm water program set forth in Clean Water Act section 402(p) (33 U.S.C. section 1342(p).) In relevant part, the regulations require specific categories of facilities that discharge storm water associated with industrial activity to "waters of the United States" to obtain NPDES permits and to require control of such pollutant discharges using Best Available Technology Economically Achievable (BAT) and Best Conventional Pollutant Control Technology (BCT) to prevent and reduce pollutants and any more stringent controls necessary to meet water quality standards. Facilities used in the storage, treatment, recycling, and reclamation of municipal or domestic sewage, including land dedicated to the disposal of sewage sludge that are within the confines of the facility with a design flow of one million gallons a day or more, or required to have an approved pretreatment program under 40 CFR Part 403, are considered to be engaging in "industrial activity" for purposes of the Clean Water Act's storm water program. The facility has a design treatment capacity of 3.6 MGD, and is thus subject to the federal regulations for discharges of stormwater associated with industrial activity.

CEQA and Public Participation

34. In accordance with section 15301, Chapter 3, Title 14, CCR, the issuance of these WDRs, which govern the operation of an existing facility involving negligible or no expansion of use beyond that previously existing, is exempt from the provisions of the California Environmental Quality Act (Pub. Resources Code, section 21000 et seq.).

35. The Colorado River Basin Water Board has notified the Discharger and all known interested agencies and persons of its intent to draft WDRs for this discharge, and has provided them with an opportunity for a public meeting and an opportunity to submit comments.

36. The Colorado River Basin Water Board, in a public meeting, heard and considered all comments pertaining to this discharge.

IT IS HEREBY ORDERED, that Board Order 01-022 is rescinded upon the effective date of this Order, except for enforcement purposes, and, in order to meet the provisions contained in Division 7 of the California Water Code, and regulations adopted thereunder, the Discharger shall comply with the following:

A. Effluent Limitations

1. Effluent discharged into the ponds for disposal shall not exceed the following effluent limits:

Constituent	Units	30-Day Arithmetic Mean	7-Day Arithmetic Mean	Maximum
20°C BOD_5	mg/L	30	45	---

Constituent	Units	30-Day Arithmetic Mean	7-Day Arithmetic Mean	Maximum
Total Suspended Solids	mg/L	30	45	-----

2. The 30-day average daily dry weather discharge from the WWTP shall not exceed 3.6 MGD.

3. Effluent from the WWTP into the ponds shall not have a pH below 6.0 or above 9.0.

4. The increase in concentration of TDS in the wastewater discharged to the ponds over that contained in the water supply to the community shall not exceed 300 mg/L.

5. The ponds shall be maintained so they will continuously operate in aerobic conditions. The dissolved oxygen content in the upper zone (one foot) of the ponds shall not be less than 1.0 mg/L at all times.

B. Discharge Prohibitions

1. Discharge of waste classified as "hazardous", as defined in Title 23, CCR, section 2521(a), or "designated", as defined in California Water Code section 13173, is prohibited.

2. Discharge of treated wastewater at a location other than the designated disposal areas is prohibited.

3. The discharge of any wastewater from the Facility to any surface waters or surface drainage courses is prohibited.

4. Discharge of waste to land not owned or authorized for such use by the Discharger is prohibited.

5. Surfacing or ponding of wastewater outside of the designated disposal locations is prohibited.

6. Bypass, overflow, discharge, or spill of untreated or partially treated waste is prohibited.

C. Discharge Specifications

1. The treatment or disposal of wastes from the WWTP shall not cause pollution or nuisance as defined in sections 13050(l) and 13050(m) of Division 7 of the California Water Code, respectively.

2. A minimum freeboard depth of two feet shall be maintained at all times in each pond.

3. All treatment, storage, and disposal areas shall be designed, constructed, operated, and maintained to prevent inundation or washout due to floods with a 100-year return frequency.

4. Ponds shall have sufficient capacity to accommodate allowable wastewater flow, design seasonal precipitation, ancillary inflow, and infiltration during the non-irrigation season. Design seasonal precipitation shall be based on total annual precipitation using a return

period of 100 years, distributed monthly in accordance with historical rainfall patterns.

5. The ponds shall be managed to prevent breeding of mosquitoes. In particular:
   a. An erosion control program should assure that small coves and irregularities are not created around the perimeter of the water surface.
   b. Weeds shall be minimized through control of water depth, harvesting, or herbicides.
   c. Dead algae, vegetation, and debris shall not accumulate on the water surface.

6. Public contact with wastewater shall be precluded through such means as fences, signs, and other acceptable alternatives.

7. Objectionable odors originating at this facility shall not be perceivable beyond the limits of the wastewater treatment and disposal area.

8. The ponds shall be maintained and operated so as to maximize infiltration and minimize the increase of salinity in the groundwater.

9. The Discharger shall not accept wastewater in excess of the treatment capacity of the Facility.

D. Groundwater Limitations

1. Discharge from the WWTP shall not cause groundwater to:
   a. Contain constituents in excess of California MCLs, as set forth in the California Code of Regulations, Title 22, section 64426.1 for bacteriological constituents, section 64431 for inorganic chemicals, section 64444 for organic chemicals, and section 64678 for determination of exceedances of lead and copper action levels.
   b. Contain taste or odor-producing substances in concentrations that adversely affect beneficial uses as a result of human activity.

E. Pretreatment

1. In the event that the facility has an average dry weather flow or treatment capacity of 5 MGD or more and Industrial Users [40 CFR 403.3(h)] are discharging pollutants which could Pass Through [40 CFR 403.3(n)] or Interfere [40 CFR 403.3(i)] with the operation of the wastewater treatment facility or are otherwise subject to National Pretreatment Standards [40 CFR 403.3(j)], (i) California Code of Regulations, Title 23, section 2233 requires the facility to have and enforce an adequate pretreatment program; or (ii) the Colorado River Basin Water Board or its Executive Officer determines that other circumstances warrant, then:
   a. The Discharger shall notify the Colorado River Basin Water Board within 30 days after there are discharges that trigger the pretreatment requirements.
   b. The Discharger shall submit a revised Report of Waste Discharge and the pretreatment program for the Board review and approval as soon as possible but not later than one year of the notice of pretreatment requirements.
   c. The Discharger shall enforce the federal categorical pretreatment standards on all Categorical Industrial Users (CIUs).

d. The Discharger shall notify the CIU of its discharge effluent limits. The limits must be as stringent as the pretreatment standards contained in the applicable federal category (40 CFR Part 400-699). The Discharger may develop more stringent, technically based local limit if it can show cause.

e. The Discharger shall notify the RWQCB if the CIU violates its discharge effluent limits.

2. The Colorado River Basin Water Board retains the right to take legal action against an industrial user and/or the Discharger where a user fails to meet the approved applicable pretreatment standards.

F. Special Provisions

1. Within **12 months** of the adoption of this Order, the Discharger shall submit to the Colorado River Basin Water Board office a technical report that includes a copy of the Maintenance and Operations Manual for the WWTP.

2. Within **18 months** of the adoption date of this Board Order, the Discharger shall submit for approval by the Colorado River Basin Water Board's Executive Officer, a technical report that is a work plan and time schedule to conduct a study that addresses the practicability of a 10 mg/L total nitrogen effluent limitation and the impact the discharge has on the beneficial uses of the receiving groundwater. The time schedule for the study shall not be longer than four (4) years. A California Professional Engineer (PE), Registered Geologist (RG), Certified Engineering Geologist (CEG), or a Certified Hydro Geologist (CHG) must sign and stamp the technical report. The report shall, at a minimum, include the following:

a. Evaluation by the Discharger must include information on the following factors relating to the discharge:

i. Description of the municipal entity and facilities.

ii. Description of the quantity and nitrogen concentration of domestic water sources contributing to discharge.

iii. Description of significant nitrogen sources of the municipal wastewater collection system, and identification of entities responsible for each source, if available.

iv. Description of the wastewater discharge, receiving waters, quantity, and nitrogen load.

v. Alternative plans for minimizing nitrogen contribution from the municipal sources. Alternative plans should include:

1) Description of nitrogen sources and alternative means of control; and

2) Cost of alternative plans in dollars per ton of nitrogen removed from discharge.

vi. Description and analyses of potential conventional nitrogen removal treatment technologies for implementation at the WWTP. Analyses shall include cost of implementation in dollars per ton of nitrogen removed from discharge.

vii. Such other information pertinent to the study as the permitting authority may deem necessary.

b. In determining what permit conditions shall be required, the permit issuing authority shall consider the following criteria including, but not limited to:

i. The practicability of achieving a 10 mg/L total nitrogen effluent limit.

ii. Where a 10 mg/L effluent limit is not determined to be practicable, the Discharger shall provide the following:

1) The impact of the proposed nitrogen input of each alternative on the beneficial uses of the groundwater, in terms of tons per year and concentration;

2) Costs per ton of nitrogen removed from discharge of each alternative plan;

3) Capability of minimizing nitrogen discharge;

4) A proposed value for the practical incremental increase; and

5) A justification for the proposed practical incremental increased value.

a. By **June 30, 2020**, the Discharger shall submit a final technical report that includes the Discharger's recommendations and conclusions, including a tentative work plan and time schedule for facility plant improvements required to accomplish nitrogen removal and comply with the effluent water quality limit. The report shall be certified with the signature and stamp of a California licensed professional PE, PG, CEG, or a CHG.

3. Within **24 months** of the adoption of this Order, the Discharger shall submit to the Colorado River Basin Water Board a technical report that includes a copy of the City of Banning ordinance that provides a comprehensive set of rules and regulations governing the design, construction, maintenance and use of public and private sewer facilities within the city's jurisdictional limits.

4. Within **24 months** of the adoption of this Order, the Discharger shall submit a technical report that contains:

a. Documents demonstrating the City of Banning's authority to issue permits for individual and community onsite septic systems.

b. The City of Banning's affirmative statement with regard to submitting a Local Agency Management Program plan in accordance with the State Water Board's *Water Quality Control Policy for Siting, Design, Operation, and Maintenance of Onsite Wastewater Treatment Systems*, and,

c. Identification of all areas within the jurisdiction of the City of Banning's sewer authority that are currently on existing onsite septic systems, and those undeveloped areas planned for septic systems.

G. Standard Provisions

1. The Discharger shall comply with all of the conditions of this Board Order. Noncompliance is a violation of the Porter-Cologne Water Quality Control Act (CWC, section 13000 et seq.), and is grounds for enforcement action.

2. The Discharger shall comply with the Electronic Submittal of Information (ESI) requirements by submitting all correspondence and reports required under Monitoring and Reporting Program (MRP) R7-2016-0015, and future revisions thereto, including

groundwater monitoring data and discharge location data (latitude and longitude), correspondence, and pdf monitoring reports to the State Water Resources Control Board GeoTracker (https://geotracker.waterboards.ca.gov/) database. Documents that are 2.0 MB or larger should be broken down into smaller electronic files, labelled properly and uploaded into GeoTracker.

3. All technical reports required in conjunction with this Order are required pursuant to Section 13267 of the CWC, and shall include a statement by the Discharger, or an authorized representative of the Discharger, certifying under penalty of perjury under the laws of the State of California, that the report is true, complete, and accurate.

4. In accordance with California Business and Professions Code Sections 6735, 7835, and 7835.1, engineering and geologic evaluations and judgments shall be performed by or under the direction of California registered professionals (i.e., civil engineer, engineering geologist, geologist, etc.) competent and proficient in the fields pertinent to the required activities. All technical reports specified herein that contain work plans, that describe the conduct of investigations and studies, or that contain technical conclusions and recommendations concerning engineering and geology shall be prepared by or under the direction of appropriately qualified professionals, even if not explicitly stated. Each technical report submitted by the Discharger shall contain a statement of qualifications of the responsible licensed professionals as well as the professional's signature and/or stamp of the seal. Additionally, to the extent that preparation of a required technical report involves field activities, field activities shall be conducted under the direct supervision of one or more of these professionals.

5. The Discharger shall not cause degradation of any water supply in accordance with State Water Board Resolution 68-16.

6. Standby power generating facilities shall be available to operate the plant during a commercial power failure.

7. Adequate measures shall be taken to assure that flood or surface drainage waters do not erode or otherwise render portions of the discharge facilities inoperable.

8. The WWTP shall be supervised and operated by persons possessing certification of appropriate grade pursuant to section 3680, Chapter 26, Division 3, Title 23 of the California Code of Regulations.

9. The Discharger shall at all times properly operate and maintain all systems and components of collection, treatment and control, installed or used by the Discharger to achieve compliance with this Board Order. Proper operation and maintenance includes effective performance, adequate process controls, and appropriate quality assurance procedures. This provision requires the operation of backup or auxiliary facilities/systems when necessary to achieve compliance with this Board Order. All systems in service or reserved shall be inspected and maintained on a regular basis. Records of inspections and maintenance shall be retained, and made available to the Colorado River Basin Water Board's Executive Officer on request.

10. The Discharger shall ensure that all site-operating personnel are familiar with the content of this Board Order, and shall maintain a copy of this Board Order at the site.

11. The Discharger shall allow the Colorado River Basin Water Board, or an authorized representative, upon presentation of credentials and other documents as may be required by law, to:

   a. Enter the premises regulated by this Board Order, or the place where records are kept under the conditions of this Board Order;

   b. Have access to and copy, at reasonable times, records kept under the conditions of this Board Order;

   c. Inspect at reasonable times any facilities, equipment (including monitoring and control equipment), practices, or operations regulated or required under this Board Order; and

   d. Sample or monitor at reasonable times, for the purpose of assuring compliance with this Board Order or as otherwise authorized by the California Water Code, any substances or parameters at this location.

12. Disposal of oil and grease, biosolids, screenings, and other solids collected from liquid wastes shall be pursuant to Title 27, and the review and approval of the Colorado River Basin Water Board Executive Officer.

13. Any proposed change in use or disposal of biosolids requires the approval of the Colorado River Basin Water Board Executive Officer, and U.S. Environmental Protection Agency Regional Administrator, who must be notified at least 90 days in advance of the change.

14. Sludge use and disposal shall comply with Federal and State laws and regulations, including permitting requirements, and technical standards in 40 CFR Part 503. If the State and Colorado River Basin Water Boards are delegated the authority to implement 40 CFR Part 503 regulations, this Order may be revised to incorporate appropriate time schedules and technical standards. The Discharger shall comply with the standards and time schedules in 40 CFR part 503, whether or not part of this Order.

15. The Discharger shall provide a plan as to the method, treatment, handling and disposal of sludge that is consistent with all State and Federal laws and regulations and obtain prior written approval from the Colorado River Basin Water Board specifying location and method of disposal, before disposing of treated or untreated sludge, or similar solid waste.

16. The Discharger shall maintain a permanent log of all solids hauled away from the treatment facility for use/disposal elsewhere and shall provide a summary of the volume, type (screenings, grit, raw sludge, digested sludge), use (agricultural, composting, etc.) and the destination in accordance with the MRP of this Board Order. Sludge that is stockpiled at the treatment facility shall be sampled and analyzed for those constituents listed in the sludge monitoring section of the MRP of this Board Order and as required by Title 40, Code of Federal Regulations, Part 503. The results of the analyses shall be submitted to the Colorado River Basin Water Board as part of the MRP.

17. The Discharger shall provide a report to the Colorado River Basin Water Board when it determines that the plant's average dry-weather flow rate for any month exceeds 80 percent of the design capacity. The report should indicate what steps, if any, the Discharger intends to take to provide for the expected wastewater treatment capacity necessary when the plant reaches design capacity.

18. Prior to implementing a modification that results in a material change in the quality or quantity of wastewater treated or discharged, or a material change in the location of discharge, the Discharger shall report all pertinent information in writing to the Colorado River Basin Water Board, and obtain revised requirements.

19. Prior to a change in ownership or management of WWTP, the Discharger shall transmit a copy of this Board Order to the succeeding owner/operator, and forward a copy of the transmittal letter to the Colorado River Basin Water Board.

20. The Discharger shall provide adequate notice to the Colorado River Basin Water Board Executive Officer of the following:

    a. The introduction of pollutants into any treatment facility described in the Findings of this Board Order from an indirect Discharger which would be subject to section 301 or 306 of the Clean Water Act, if the pollutants were discharged directly;

    b. Any substantial change in the volume or character of pollutants introduced into any treatment facility described in the Findings of this Board Order, by an existing or new source; and

    c. Any planned physical alteration or addition to the facilities described in this Board Order, or change planned in the Discharger's sludge use or disposal practice, where such alterations, additions, or changes may justify the application of Board Order conditions that are different from or absent in the existing Board Order, including notification of additional disposal sites not reported during the Board Order application process, or not reported pursuant to an approved land application plan.

21. The Discharger shall report orally, any noncompliance that may endanger human health or the environment. The noncompliance shall be reported immediately to the Colorado River Basin Water Board's Executive Officer at (760) 346-7491, and the California Office of Emergency Services at (800) 852-7550 as soon as:

    a. The Discharger has knowledge of the discharge;

    b. Notification is possible; and

    c. Notification will not substantially impede cleanup or other emergency measures.

    During non-business hours, the Discharger shall leave a message on the Colorado River Basin Water Board's office voice recorder at the above listed number. Incident information shall be provided orally as soon as possible and within 24 hours from the time the Discharger becomes aware of the incident. A written report shall also be provided within five (5) business days of the time the Discharger becomes aware of the incident. The written report shall contain a description of the noncompliance and its cause; the period of noncompliance, the anticipated time to achieve full compliance, and the steps taken or planned to reduce, eliminate, and prevent recurrence of the noncompliance. The Discharger shall report all intentional or unintentional spills in excess of one thousand (1,000) gallons occurring within the WWTP or collection system to the Colorado River Basin Water Board office in accordance with the above time limits.

22. The Discharger shall report all instances of noncompliance. Reports of noncompliance shall be submitted with the Discharger's next scheduled SMRs or earlier if requested by the Colorado River Basin Water Board's Executive Officer, or if required by an applicable standard for sludge use and disposal.

23. By-pass (i.e., the intentional diversion of waste streams from any portion of the treatment facilities, except diversions designed to meet variable effluent limits) is prohibited. The Colorado River Basin Water Board may take enforcement action against the Discharger for by-pass unless:

    a. By-pass was unavoidable to prevent loss of life, personal injury, or severe property damage. Severe property damage means substantial physical damage to property, damage to the treatment facilities that causes them to be inoperable, or substantial and permanent loss of natural resources reasonably expected to occur in the absence of a by-pass. Severe property damage does not mean economic loss caused by delays in production; and

    There were no feasible alternatives to by-pass, such as the use of auxiliary treatment facilities or retention of untreated waste. This condition is not satisfied if adequate back-up equipment was not installed to prevent by-pass occurring during equipment downtime, or preventive maintenance.

    b. By-pass is:

        i. Required for essential maintenance to assure efficient operation; and

        ii. Neither effluent nor receiving water limitations are exceeded; and

        iii. The Discharger notifies the Colorado River Basin Water Board ten (10) days in advance.

24. In the event of an unanticipated by-pass, the Discharger shall immediately report the incident to the Colorado River Basin Water Board. During non-business hours, the Discharger shall leave a message on the Colorado River Basin Water Board office voice recorder. A written report shall be provided within five business days the Discharger is aware of the incident. The written report shall include a description of the by-pass, any noncompliance, the cause, period of noncompliance, anticipated time to achieve full compliance, and steps taken or planned to reduce, eliminate, and prevent recurrence of the noncompliance.

25. Federal regulations for storm water discharges require specific categories of facilities which discharge storm water associated with industrial activity (storm water) to obtain National Pollutant Discharge Elimination System (NPDES) permits and to implement Best Conventional Pollutant Technology (BCPT) and Best Available Technology Economically Achievable (BAT) to reduce or eliminate industrial storm water pollution.

26. All storm water discharges from this facility must comply with the lawful requirements of municipalities, counties, drainage districts, and other local agencies, regarding discharges of storm water to storm water drain systems or other courses under their jurisdiction.

27. Storm water discharges from the facility shall not cause or threaten to cause pollution or contamination.

28. Storm water discharges from the facility shall not contain hazardous substances equal to or in excess of a reportable quantity listed in 40 CFR Part 117 and/or 40 CFR Part 302.

29. The Discharger is the responsible party for the waste discharge requirements and the monitoring and reporting program for the facility. The Discharger shall comply with all

conditions of these waste discharge requirements. Violations may result in enforcement actions, including Colorado River Basin Water Board Orders or court orders, requiring corrective action or imposing civil monetary liability, or in modification or revocation of these waste discharge requirements by the Colorado River Basin Water Board.

30. This Board Order does not authorize violation of any federal, state, or local laws or regulations.

31. This Board Order does not convey property rights of any sort, or exclusive privileges, nor does it authorize injury to private property or invasion of personal rights, or infringement of federal, state, or local laws or regulations.

32. This Board Order may be modified, rescinded, or reissued for cause. The filing of a request by the Discharger for a Board Order modification, rescission or reissuance, or notification of planned changes or anticipated noncompliance, does not stay any Board Order condition. Causes for modification include a change in land application plans, or sludge use or disposal practices, and adoption of new regulations by the State or Colorado River Basin Water Board (including revisions to the Basin Plan), or Federal government.

I, Jose L. Angel, Executive Officer, do hereby certify the foregoing is a full, true and correct copy of an Order adopted by the California Regional Water Quality Control Board, Colorado River Basin Region, on June 30, 2016.

JOSE L. ANGEL, P.E.
Executive Officer

CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD
COLORADO RIVER BASIN REGION

MONITORING AND REPORTING PROGRAM R7-2016-0015
FOR
CITY OF BANNING, OWNER
SUEZ WATER ENVIRONMENTAL SERVICES, INC., OPERATOR
BANNING WASTEWATER TREATMENT PLANT
Banning - Riverside County

Location of Discharge
Section 14, T3S, R1E, SBB&M

A. Monitoring

1. This Monitoring and Reporting Program (MRP) describes requirements for monitoring a wastewater system and groundwater quality (when needed). This MRP is issued pursuant to California Water Code (CWC) section 13267. The Discharger shall not implement any changes to this MRP unless and until a revised MRP is issued by the Executive Officer.

2. Water Code section 13267 states, in part:

   "In conducting an investigation specified in subdivision (a), the Colorado River Basin Water Board may require that any person who has discharged, discharges, or is suspected of having discharged or discharging, or who proposes to discharge waste within its region, or any citizen or domiciliary, or political agency or entity of this state who has discharged, discharges, or is suspected of having discharged or discharging, or who proposes to discharge, waste outside of its region that could affect the quality of waters within its region shall furnish, under penalty of perjury, technical or monitoring program reports which the Colorado River Basin Water Board requires. The burden, including costs, of these reports shall bear a reasonable relationship to the need for the report and the benefits to be obtained from the reports. In requiring those reports, the Colorado River Basin Water Board shall provide the person with a written explanation with regard to the need for the reports, and shall identify the evidence that supports requiring that person to provide the reports."

3. Water Code section 13268 states, in part:

   "(a) (1) Any person failing or refusing to furnish technical or monitoring program reports as required by subdivision (b) of section 13267, or failing or refusing to furnish a statement of compliance as required by subdivision (b) of section 13399.2, or falsifying any information provided therein, is guilty of a misdemeanor, and may be liable civilly in accordance with subdivision (b). (b) (1) Civil liability may be administratively imposed by a Colorado River Basin Water Board in accordance with Article 2.5 (commencing with section 13323) of Chapter 5 for a violation of subdivision (a) in an amount which shall not exceed one thousand dollars ($1,000) for each day in which the violation occurs."

4. The Discharger owns and operates the wastewater system that is subject to Board Order R7-2016-0015. The reports are necessary to ensure that the Discharger complies with the Order. Pursuant to Water Code section 13267, the Discharger shall implement the MRP and shall submit the monitoring reports described herein.

5. All samples shall be representative of the volume and nature of the discharge or matrix of material sampled. The time, date, and location of each grab sample shall be recorded on the sample chain of custody form. If composite samples are collected, the basis for sampling (time or flow weighted) shall be approved by Colorado River Basin Water Board staff.

6. Field test instruments (such as those used to test pH, dissolved oxygen, and electrical conductivity) may be used provided that:

   a. The user is trained in proper use and maintenance of the instruments;

   b. The instruments are field calibrated prior to monitoring events at the frequency recommended by the manufacturer;

   c. Instruments are serviced and/or calibrated by the manufacturer at the recommended frequency; and

   d. Field calibration reports are submitted as described in the "Reporting" section of this MRP.

7. The collection, preservation and holding times of all samples shall be in accordance with U. S. Environmental Protection Agency (USEPA) approved procedures. Unless otherwise approved by the Colorado River Basin Water Board's Executive Officer, all analyses shall be conducted by a laboratory certified by the State Water Resources Control Board Division of Drinking Water. All analyses shall be conducted in accordance with the latest edition of the "Guidelines Establishing Test Procedures for Analysis of Pollutants" (40 CFR Part 136), promulgated by the USEPA.

8. All monitoring instruments and devices used by the Discharger to fulfill the prescribed monitoring program shall be properly maintained and calibrated as necessary to ensure their continued accuracy. In the event that continuous monitoring equipment is out of service for period greater than 24-hours, the Discharger shall obtain representative grab samples each day the equipment is out of service. The Discharger shall correct the cause(s) of failure of the continuous monitoring equipment as soon as practicable. The Discharger shall report the period(s) during which the equipment was out of service and if the problem has not been corrected, shall identify the steps which the Discharger is taking or proposes to take to bring the equipment back into service and the schedule for these actions.

9. The Discharger shall retain records of all monitoring information, including all calibration and maintenance records and all original strip chart recordings for continuous monitoring instrumentation, copies of all reports required by this Board Order, and records of all data used to complete the application for this Board Order, for a period of at least five (5) years from the date of the sample, measurement, report or application. This period may be extended by request of the Colorado River Basin Water Board's Executive Officer at any time. Records of monitoring information shall include:

   a. The date, exact place, and time of sampling or measurement(s);

   b. The individual(s) who performed the sampling or measurement(s);

   c. The date(s) analyses were performed;

   d. The individual(s) who performed the analyses;

   e. The analytical techniques or method used; and

   f. The results of such analyses.

10. Samples shall be collected at the location specified in the WDRs. If no location is specified, sampling shall be conducted at the most representative sampling point available.

11. Given the monitoring frequency prescribed by MRP R7-2016-0015, if only one sample is available for a given reporting period, compliance with monthly average, or weekly average Discharge Specifications, will be determined from that sample.

12. If the facility is not in operation, or there is no discharge during a required reporting period, the Discharger shall forward a letter to the Colorado River Basin Water Board indicating that there has been no activity during the required reporting period.

Influent Monitoring

13. Influent to the WWTP shall be monitored according to the following schedule:

Constituent	Units	Type of Sample	Monitoring Frequency	Reporting Frequency
20°C BOD_5[1]	mg/L[2]	24-Hr. Composite	2x/Month	Monthly
Total Suspended Solids	mg/L	24-Hr. Composite	2x/Month	Monthly
Nitrate as N	mg/L	24-Hr. Composite	Quarterly	Quarterly
Nitrite as N	mg/L	24-Hr. Composite	Quarterly	Quarterly
Total Nitrogen	mg/L	24-Hr. Composite	Quarterly	Quarterly

WWTP Effluent Monitoring

14. Effluent from the WWTP into the Evaporation/Percolation Ponds shall be monitored according to the following schedule:

Constituent	Units	Type of Sample	Monitoring Frequency	Reporting Frequency
Flow, Total Plant Effluent into Ponds	MGD[3]	Flow Meter Reading	Daily	Monthly
20°C BOD_5	mg/L	24 Hr. Composite	Weekly	Monthly
Total Suspended Solids	mg/L	24 Hr. Composite	Weekly	Monthly
Nitrate as N	mg/L	24 Hr. Composite	2x/Month	Monthly

[1] 5-day Biochemical Oxygen Demand at 20 degrees Celsius
[2] milligrams per Liter
[3] Million Gallons per Day

Constituent	Units	Type of Sample	Monitoring Frequency	Reporting Frequency
Nitrite as N	mg/L	24 Hr. Composite	2x/Month	Monthly
Total Nitrogen	mg/L	24 Hr. Composite	2x/Month	Monthly
Total Dissolved Solids	mg/L	Grab	Monthly	Monthly
VOCs[4]	µg/L[5]	24 Hr. Composite	Annually	Annually

Pond Monitoring

15. The ponds shall be monitored according to the following schedule:

Constituent	Units	Type of Sample	Monitoring Frequency	Reporting Frequency
Dissolved Oxygen[6]	mg/L	Composite	Weekly	Monthly
pH	s.u.[7]	Grab	Weekly	Monthly
Freeboard	Ft	Measurement	Weekly	Monthly

The ponds shall be observed for vegetation growth, erosion and irregularities to prevent the breeding of mosquitoes. Observations shall be reported with the monthly SMR.

Domestic Water Supply

16. The domestic water supply shall be monitored according to the following schedule:

Constituent	Units	Type of Sample	Monitoring Frequency	Reporting Frequency
Total Dissolved Solids	mg/L	Composite	Monthly	Monthly

Groundwater Monitoring

17. Groundwater shall be sampled in the uppermost 20 feet of the shallow aquifer from the monitoring wells according to the following schedule:

Constituent	Units	Type of Sample	Monitoring Frequency	Reporting Frequency
Depth to Groundwater	ft (bgs)[8]	measurement	Quarterly	Quarterly

[4] Analysis of Volatile Organic Compounds is to be accomplished using the USEPA test methods 601 and 602 or 624.
[5] micrograms per liter
[6] Dissolved Oxygen shall be monitored at the upper one foot layer of the evaporation/percolation ponds
[7] standard pH units
[8] feet below ground surface

Constituent	Units	Type of Sample	Monitoring Frequency	Reporting Frequency
Total Dissolved Solids	mg/L	Grab	Quarterly	Quarterly
Total Nitrogen	mg/L	Grab	Quarterly	Quarterly
Nitrate as N	mg/L	Grab	Quarterly	Quarterly
Nitrite as N	mg/L	Grab	Quarterly	Quarterly
Sulfate	mg/L	Grab	Quarterly	Quarterly
Chloride	mg/L	Grab	Quarterly	Quarterly
Fecal Coliform	MPN/100mL	Grab	Quarterly	Quarterly
VOCs	µg/L	Grab	Annually	Annually

Sludge Monitoring

18. Prior to disposal, sludge that is generated at the WWTP shall be sampled and analyzed for the following:

Constituent	Units	Type of Sample	Monitoring Frequency	Reporting Frequency
Arsenic	mg/kg[9]	Composite	Annually	Annually
Cadmium	mg/kg	Composite	Annually	Annually
Chromium	mg/kg	Composite	Annually	Annually
Copper	mg/kg	Composite	Annually	Annually
Lead	mg/kg	Composite	Annually	Annually
Mercury	mg/kg	Composite	Annually	Annually
Molybdenum	mg/kg	Composite	Annually	Annually
Nickel	mg/kg	Composite	Annually	Annually
Selenium	mg/kg	Composite	Annually	Annually
Zinc	mg/kg	Composite	Annually	Annually
Fecal Coliform	MPN/gram[10]	Composite	Prior to Disposal	Annually

B. Reporting

1. The Discharger shall inspect and document any operation/maintenance problems by inspecting each unit process. In addition, calibration of flow meters and equipment shall be performed in a timely manner and documented. Operation and Maintenance reports shall be submitted to the Colorado River Basin Water Board Office annually.

[9] milligrams per kilogram
[10] Most Probable Number per gram

2. The annual Operation and Maintenance report shall include the following:

   a. Documentation showing the calibration of flow meters and equipment as performed in a timely manner annually;

   b. Modifications and updates to the Operation and Maintenance Manual;

   c. Operator certification status update including number of staff and grade certification;

   d. Modifications and updates to the City's waste water ordinance or rules and regulations.

3. The Discharger shall report annually on the quantity, location and method of disposal of all sludge and similar solid materials being produced at the WWTP. If no sludge is disposed of during the year being reported, the Discharger shall state "No Sludge Removed" in the annual monitoring report.

4. The Discharger shall provide the Colorado River Basin Water Board with an annual report describing the pretreatment program activities over the previous twelve-month period. The report shall be transmitted to the Colorado River Basin Water Board office no later than January 31 of each year and include:

   a. A summary of actions taken by the Discharger which ensures industrial-user compliance;

   b. An updated list of industrial users (by SIC categories) which were issued permits, and/or enforcement orders, and a status of compliance for each user; and

   c. The name and address of each user that received a revised discharge limit.

5. SMRs shall be certified under penalty of perjury to be true and correct, and shall contain the required information at the frequency designated in this MRP.

6. Each Report must contain an affirmation in writing that states:

   "All analyses were conducted at a laboratory certified for such analyses by and in accordance with current USEPA procedures or as specified in this Monitoring and Reporting Program."

7. Each Report shall contain the following completed declaration:

   "I certify under the penalty of law that this document, including all attachments and supplemental information, was prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. I have personally examined and am familiar with the information submitted in this document, and that based on my inquiry of those individuals immediately responsible for obtaining the information, I believe that the information is true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of a fine and imprisonment.

   Executed on the _____day of _____, at _____

   _____(Signature)

   _____(Title)"

8. The SMRs, and other information requested by the Colorado River Basin Water Board, shall be signed by a principal executive officer or ranking elected official.

9. A duly authorized representative of the Discharger may sign the documents if:

   a. The authorization is made in writing by the person described above;

   b. The authorization specified an individual or person having responsibility for the overall operation of the regulated disposal system; and

   c. The written authorization is submitted to the Colorado River Basin Water Board's Executive Officer.

10. The Discharger shall attach a cover letter to the SMRs. The information contained in the cover letter shall clearly identify violations of the WDRs; discuss corrective actions taken or planned and the proposed time schedule of corrective actions. Identified violations should include a description of the requirement that was violated and a description of the violation.

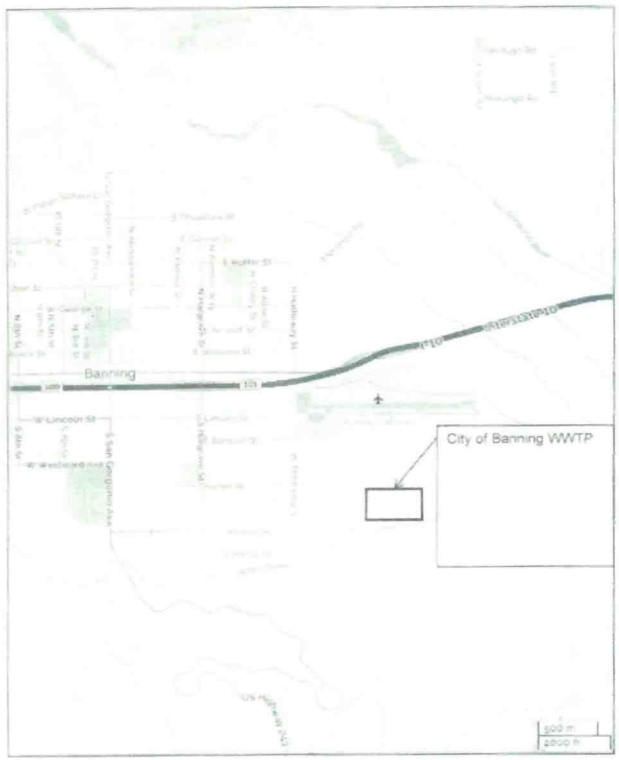
11. Daily, weekly, and monthly monitoring shall be included in the monthly monitoring report. Monthly monitoring reports shall be submitted to the Colorado River Basin Water Board by the 15th day of the following month. Quarterly monitoring reports shall be submitted by January 15th, April 15th, July 15th and October 15th. Annual monitoring reports shall be submitted by January 31st of the following year.

12. The Discharger shall comply with the Electronic Submittal of Information (ESI) requirements by submitting all correspondence and reports required under Monitoring and Reporting Program (MRP) R7-2016-0015, and future revisions thereto, including groundwater monitoring data and discharge location data (latitude and longitude), correspondence, and pdf monitoring reports to the State Water Resources Control Board GeoTracker database. Documents that are 2.0 MB or larger should be broken down into smaller electronic files, labelled properly and uploaded into GeoTracker.

JOSE L. ANGEL, P.E
Executive Officer

6/22/2016
Date

CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD
COLORADO RIVER BASIN REGION

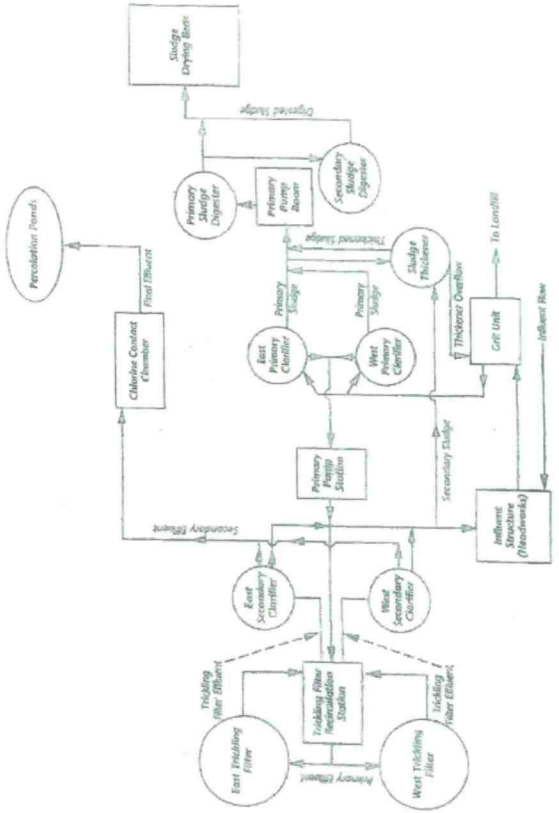


CITY OF BANNING, OWNER
SUEZ WATER ENVIRONMENTAL SERVICES, INC., OPERATOR
WASTEWATER TREATMENT PLANT
Banning – Riverside County
Section 14, T3S, R1E, SBB&M

ATTACHMENT A – VICINITY MAP

Board Order R7-2016-0015

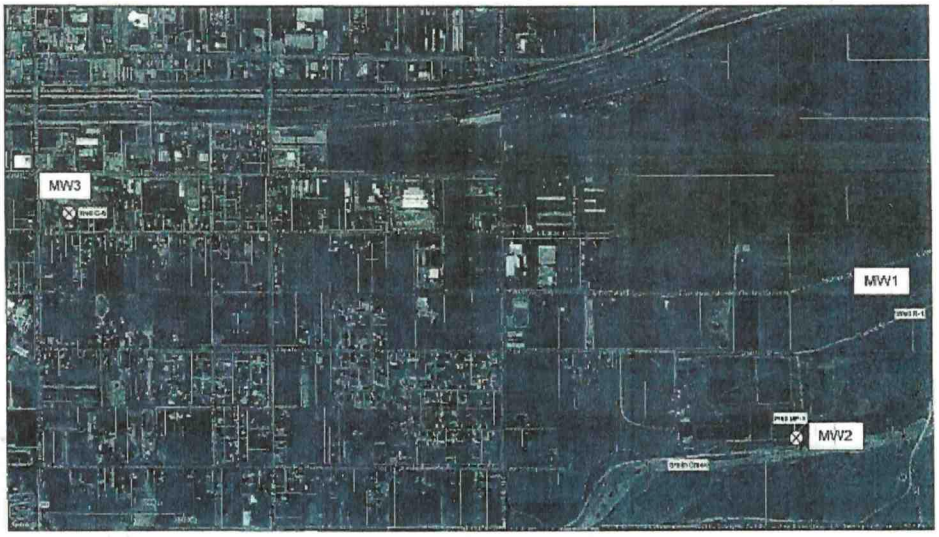
CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD
COLORADO RIVER BASIN REGION



CITY OF BANNING, OWNER
SUEZ WATER ENVIRONMENTAL SERVICES, INC., OPERATOR
WASTEWATER TREATMENT PLANT
Banning – Riverside County

ATTACHMENT B – PROCESS FLOW DIAGRAM

Board Order R7-2016-0015

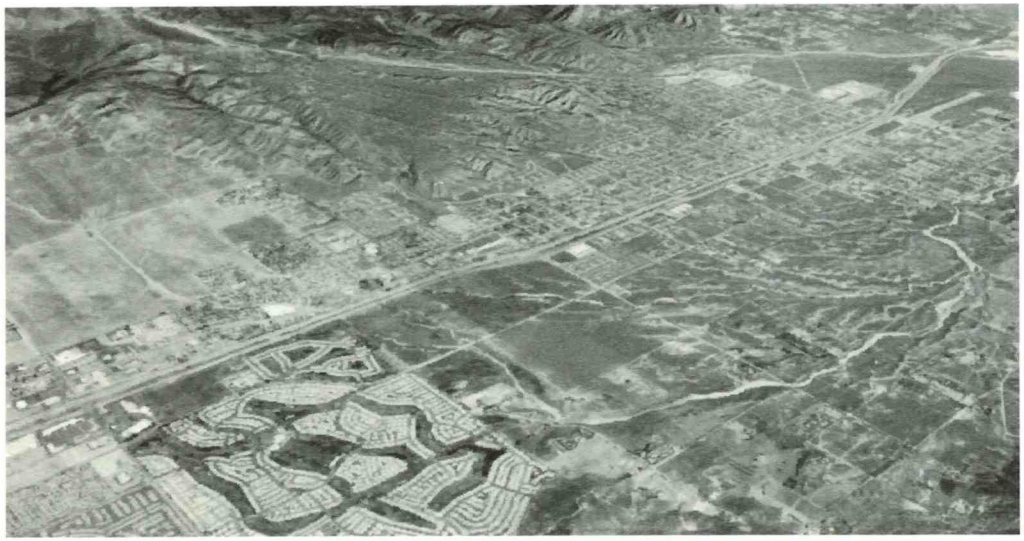


CITY OF BANNING, OWNER
SUEZ WATER ENVIRONMENTAL SERVICES, INC., OPERATOR
WASTEWATER TREATMENT PLANT
Banning – Riverside County

ATTACHMENT C – MONITORING WELL LOCATIONS

City of Banning

Wastewater Treatment Plant
Equalization Basin Project
May 2021



Preliminary Engineering Report

AQUA ENGINEERING

ALBERT A. WEBB ASSOCIATES

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1. INTRODUCTION

The City of Banning desires to construct equalization basins at the existing Wastewater Treatment Plant (WWTP) to mitigate the daily and wet weather flow variations received at the plant. Specifically, the City would like to construct two distinct basins at the existing plant site. The first basin will be used to equalize the daily diurnal flows received by the plant. The second basin will primarily be utilized during large "wet weather flow" events to store the additional plant flow.

The key objective of this Preliminary Engineering Report (PER) is to discuss the approach and identify principal design criteria associated with the City of Banning WWTP Equalization Basin construction project. Specifically, this report addresses and describes the following:

- Conceptual project approach
- Relevant existing facilities
- Determination of required equalization volumes
- Description and preliminary layouts of proposed equalization basins, auxiliary facilities, and potential modifications to existing facility
- Preliminary opinion of cost.

1.1. PROJECT APPROACH

The project approach assumes the proposed basins will receive plant influent flows following the primary treatment processes (screening, grit removal and primary clarification). This means the primary treatment processes will continue to experience diurnal and wet weather flow variations. However, the maintenance and operation of the proposed equalization basins will be simplified. The main reason for this is that a significant quantity of rags, grit, and larger debris will be removed from the influent flow prior to entering the equalization and storage basins. Thus, the equalization and storage basins will accumulate less debris, requiring less cleaning and maintenance by operations staff.

Flow from the primary clarifiers will be gravity conveyed to the equalization basin, as illustrated in the preliminary hydraulic profile and process flow schematic drawings included in Appendix A. Specifically, the existing primary effluent piping will be intercepted with a new 20-inch pipe (PVC, C-900) which will convey the flow to the new diurnal equalization basin, as shown in attached drawings. Available record drawings indicate that a portion of an existing 18-inch bypass line could be used for this purpose. However, due to age and unknown condition of this pipe, this preliminary effort assumes that a new pipe will be constructed.

As noted previously, two basins are proposed to be constructed. The smaller diurnal equalization basin will attenuate variation of typical daily flows. During infrequent wet weather flows, or other conditions where the capacity of the diurnal equalization basin is exceeded, liquid will overflow into the larger wet weather flow storage basin. Typically, the plant average day flow (ADF) will be discharged from the equalization basin(s) to the downstream secondary treatment processes using an equalization basin pump station. The diurnal equalization basin will be sized to allow daily emptying at the plant design flows. Based on the operational preference, the wet weather storage basin may require several days to empty. Alternatively, increased discharge (higher than ADF) from the equalization pump station may also be used to control the time required to empty this basin.

The flow from the diurnal equalization basin will be pumped directly to the existing 20-inch piping feeding the existing humus recirculation pump station. As a result, the existing primary effluent pump station will be abandoned.

2. EXISTING FACILITIES

2.1. DESCRIPTION OF EXISTING FACILITIES

Information presented below has been extracted from record drawings made available by the City, limited site visits conducted to date, and specific survey and geotechnical studies completed for this effort. Due to the age of record drawings and potential for changed field conditions it is anticipated that additional site visits will be required to verify existing conditions and further develop the design.

The current wastewater treatment plant was designed to treat an average day flow of 3.6 million gallons per day (MGD) and a peak flow of 7.2 MGD (MWH Plan Set 1999). The existing WWTP is a trickling filter plant with the following principal process/treatment components:

- Headworks (screening and grit removal)
- Primary Clarification
- Primary Effluent Pump Station
- Trickling Filters
- Humus Recirculation Pump Station
- Secondary Clarifiers
- Chlorine Disinfection
- Solids Handling Facilities
- Auxiliary facilities such as MCC buildings, chemical storage areas, detention pond(s), sludge drying beds, and others

A brief description of pertinent existing facilities is provided in the following paragraphs. These facilities are also identified in the facility site and yard piping drawings included in Appendix A.

2.1.1. Detention Pond

This earthen pond, constructed in 1999-2000, is principally used to accept storm water collected on site. Multiple pipes deliver storm water to the basin currently. The area currently occupied by this pond has been identified as the site of the proposed equalization basins.

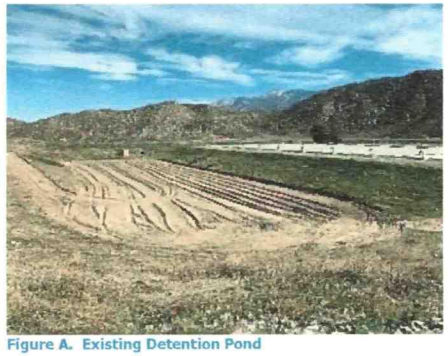


Figure A. Existing Detention Pond

2.1.2. Primary Clarifiers

Two concrete circular primary clarifiers are operated in the plant. Primary effluent from each clarifier is currently conveyed to the primary effluent pump station via 18-inch piping. In addition, original plans indicate that primary clarifier effluent boxes also allow for discharge of the primary effluent directly into an 18-inch bypass line. However, based on site visit observations, the current condition of the primary clarifier effluent boxes is such that will require modifications to ensure continued operability.

2.1.3. Primary Effluent Pump Station

The main function of this pump station is to deliver primary effluent to the recirculation pump station and ultimately trickling filters for additional treatment. This pump station currently receives primary effluent from the primary clarifiers and a 4-inch drain line from the trickling filter recirculation pump station. The pump station shows significant signs of age and its continued use would require substantial improvements.

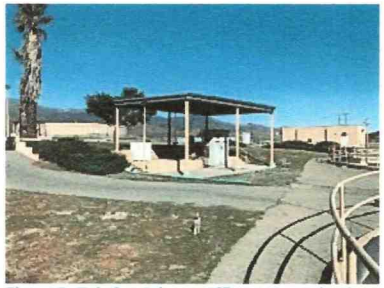




Figure B. Existing Primary Effluent Pump Station

2.1.4. Humus Recirculation Pump Station

The existing Humus Recirculation Pump Station delivers a combined flow of primary effluent and humus return flows to trickling filters. Review of available record drawings show the current pump station consisting of a wet well with submersible pumps and a pump gallery with valves and piping combining the return and primary effluent flows. Figure C below shows a pump station schematic. In addition, capacity of existing pumps is shown in Table 1.

Table 1. Existing Recirculation Pumps

Pump	Flow (gpm)	Head (feet)	HP
Pump #1 (P-7)	1,800	N/A	15.0
Pump #2 (P-8)	1,800	N/A	15.0

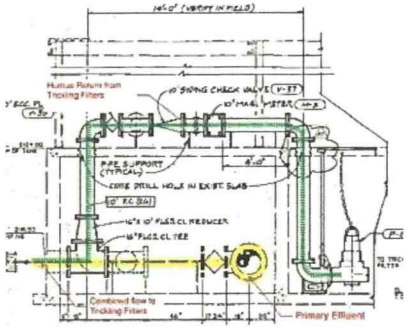


Figure C. Recirculation Pump Station Schematic

This effort did not include an evaluation of the condition of the recirculation pump station. It is assumed that the current piping and recirculation pumps are adequate to accommodate the plant design flows.

3. PROPOSED FACILITIES AND MODIFICATIONS

The main objective of this project is to design and construct flow equalization facilities which will provide daily flow equalization and emergency storage for larger "wet flow" events sporadically experienced by the plant and typically associated with larger storm events and inflow and infiltration (I&I) in the collection system. The City has identified a suitable location on the existing plant site currently occupied by a storm water detention pond as the desired location of the future equalization facilities (See drawing 01C201 in Appendix A).

Following paragraphs describe the approach to sizing the two basins and establish the minimum volume and principal design criteria required for both applications.

3.1. EQUALIZATION BASIN SIZING

Equalization basin sizing for wastewater treatment plants is ideally based on measured plant influent flow data. Historic flow data provided by the City and used in this analysis is summarized below:

- Daily flow data for years 2011 through 2016 – This data was generally used to identify general flow patterns and identify impacts of rainfall events to daily inflow into the plant
- Hourly flow data (Flowcharts – see example in Appendix B) for years 2010 through 2013*
  - (*some daily records missing)
  - Spreadsheets with hourly flow data corresponding to significant wet weather flow events outside the 2010 to 2013 time period

  This data was used to develop the diurnal curves as described in subsequent paragraphs.
- Miscellaneous flow and rainfall (precipitation depth) data associated with wet weather events.

3.1.1. DIURNAL EQUALIZATION BASIN SIZING

Typical approach to sizing equalization basins involves a development of a diurnal curve. In general, diurnal curves are somewhat specific to a given collection system or treatment facility, although some variation based on seasons and specific events is usually observed. To develop a diurnal curve for this facility a representative sample of available hourly flow data was generated and processed. As a result, and as shown in Figure D, a representative "typical" diurnal curve (in red) was developed. For illustration purposes, a sample of diurnal curves used to develop the typical curve are also shown in gray.

Once the typical diurnal curve was defined, it was normalized based on the annual average plant flows to obtain a unit diurnal curve, which is a curve based on an average flow of 1 MGD. A unit diurnal curve allows us to apply the plant design flow rate (or any flow rate for that matter) for subsequent use in sizing of equalization facilities.

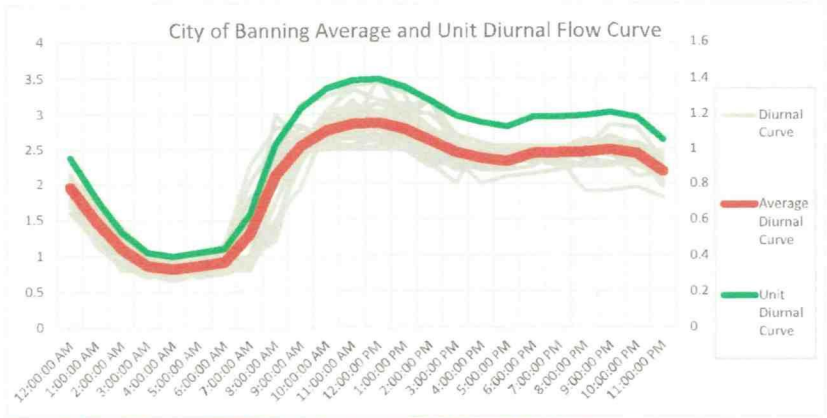


Figure D. City of Banning WWTP Historic Average and Unit Diurnal Flow Curve

With the unit diurnal curve established, the plant design flow of 3.6 MGD (ADF) was applied and a design diurnal curve was developed for actual sizing of the diurnal equalization basin. The sizing of the basin assumes that while the inflow into the equalization basin is represented by the diurnal curve flows, the equalization basin outflow is equal to the average plant design flow of 3.6 MGD. In other words, while the incoming flow varies significantly based on the time of the day, the outflow is constant (equalized) throughout the 24-hour period. An important aspect of equalization basin operation is the ability to empty the equalization basin daily and this is also a factor that impacts the sizing of the equalization basin.

Based on the design diurnal curve, outflow rate of 3.6 MGD, and the requirement to empty the equalization basin daily, a minimum equalization basin volume of 550,000 gallons is established. However, standard industry practice recommends a 10% to 20% volume contingency to account for unforeseen changes in diurnal flows. In this case, it is suggested to increase this volume by 10% to 600,000 gallons due to the additional overflow volume that will be available in the wet weather flow storage basin.

Figure E illustrates the diurnal influent flows, ADF, and storage volume during a 72-hour period operation of the proposed equalization basin. The red line represents the plant influent flow. The green line represents the effluent flow from the diurnal equalization basin and the blue line represents the volume of storage at a given time.

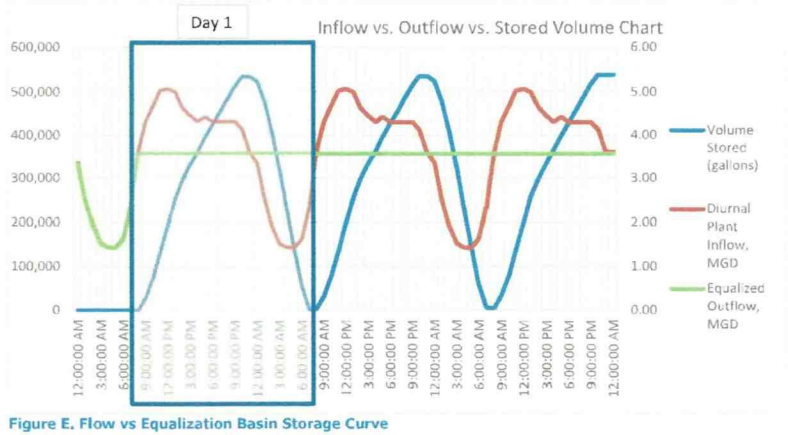


Figure E. Flow vs Equalization Basin Storage Curve

3.2. DIURNAL EQUALIZATION BASIN STRUCTURE

The diurnal equalization basin will be a cast-in place concrete structure. The main reason for this is to minimize footprint and enhance maintenance and operability. Preliminary design parameters for the diurnal equalization basin structure are listed below:

Minimum volume of 600,000 gallons is required.

Operational liquid depth: Based on the overall plant hydraulics and desire to minimize earthwork (excavation and backfill) during construction, a maximum liquid depth of 18 feet is proposed for the diurnal equalization basin. As a result, a minimum area of 4,500 square feet (sf) is required.

Preliminary Diurnal Basin Configuration:

- Shape – Rectangular - with Two Sub-Basins
- Maximum liquid depth = 18 feet
- Wall height = 20 feet (2-foot min. freeboard)
- Nominal length = 100 feet
- Nominal width = 45 feet
- Preliminary wall width = 30 inches
- Preliminary slab thickness = 30 inches
- Typical min. floor slope = 0.5%
- Additional structural requirements:
  - Low flow channel sloped at 1% min.
  - Pump Intake Sump

A cursory review of an alternative circular-shaped equalization basin was completed as part of this effort. Based on the preliminary structural analysis and required volume, an estimated 150 cubic yards (CY) difference in concrete quantity required is approximated. While this difference in material quantity is significant, the labor requirements associated with circular tanks construction are typically higher thus minimizing potential cost savings. As a result, this potential option was not considered

further.

3.3. DIURNAL EQUALIZATION BASIN OPERATION

3.3.1. Flow Control

The equalization basin will work in concert with the equalization basin pump station. Simple and robust operation is desired for equalization basin due to the nature of liquid handled and their continuous use. Drawings attached in Appendix A provide a preliminary basin layout and identify some of the proposed flow control features described below:

The primary effluent will be conveyed from the primary clarifier directly into the equalization pump station. Continuous plant influent flow metering will be provided, and a 15-day average plant influent flow rate will be used to determine the ADF for the period. This normalized flow rate which will control the operation of the equalization basin pumps. In some circumstances (based on liquid levels in the equalization basin) the pumps will have the ability to pump lower or higher rates.

The equalization basin pump station will be hydraulically connected to the diurnal equalization basin. As a result, any influent flow that exceeds the established ADF will be stored in the diurnal equalization basin. Once the influent flow rate is less than the ADF, the equalization basin will start to empty.

In the scenario when the plant is experiencing wet weather flows and the diurnal equalization basin cannot provide the required attenuation and storage, an overflow will be provided that will convey liquid from the diurnal equalization basin into the wet weather storage basin. The overflow will be set at an elevation that is a few inches higher than the maximum operational liquid elevation for the diurnal equalization basin. This configuration ensures that the two basins are not hydraulically connected and that the wet weather storage basin only receives flows when the diurnal equalization basin is out of capacity.

The mechanism to empty the wet weather storage basin will consist of a single or multiple pipe intake(s) at a low spot constructed in the basin and a pipe(s) which will discharge back into the diurnal equalization basin. Flap gates or duckbill check valves (see Figure F below) will be installed at the end of the pipe (inside of the diurnal equalization basin). This configuration will simplify the flow controls (no operator input required) and ensure that the liquid in the diurnal equalization basin is removed prior to removal of liquid from the wet weather storage basin.



Figure F. Duckbill and Flap gates (Courtesy of Red Valve and Hydro-Gate)

3.3.2. Equalization Basin Maintenance

Maintenance of equalization basins is important. If proper maintenance is not performed odor and nuisance solids may be present. Design of the equalization basin and auxiliary facilities, and a number of passive and active features may greatly improve the operability and minimize maintenance

requirements. For this project, several features may be implemented:

- Passive measures:
  - Primary effluent flow will be directed into the pump station wet well (sump) – this will minimize the utilization of the equalization basing during low flows. In other words, if the influent flow is equal or less than the ADF, the main equalization basin volume will not be utilized.
  - Use of sloped floor and low flow channels – this will ensure a level of self-cleaning as the level in the equalization basin is lowered.
  - Corrosion resistant Fiberglass Reinforced Plastic (FRP) access ladders will be provided allowing for easier access into the basin.
  - Protective coatings and non-corrosive materials of construction– ensure longevity and easier cleaning of concrete surfaces.

- Active measures:
  - Automatic tipping buckets (Refer to Figure G) - provide an automated cleaning system based on relatively simple operational strategy. Once the equalization basin is empty or very close to empty solenoid valves located at utility water feed lines to each tipping bucket are opened and start filling the buckets. Once the liquid level in the buckets reaches a certain stage, buckets are "tipped" and the entire volume is discharged onto the sloped basin floor. The quantity and energy of the discharged liquid washes off the basin floor and portion of walls. The principal advantage of this system is that it does not require operator input. However, some disadvantages of the system are noted below:
    - Relatively high capital cost
    - Specific structural requirements
    - Require electrical and controls
    - Relatively high utility water demand.

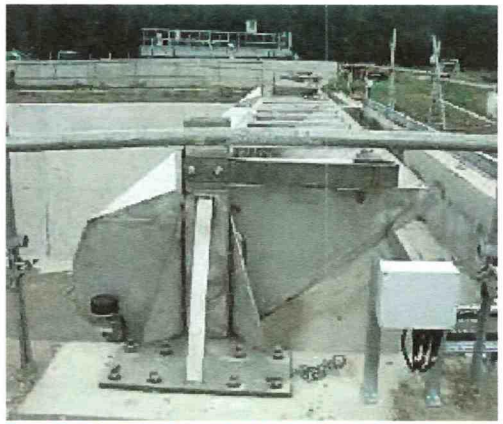


Figure G. Automatic Tipping Buckets (Courtesy of Ovivo)

  - Wash-down Monitor Hydrants are relatively simple systems typically consisting of

a 2 to 4-inch hydrant with a spray nozzle. The spray nozzle usually can travel 360 degrees horizontally and 90 degrees vertically allowing for wide coverage.



Figure H. Typical Washdown Monitor Hydrant

Main advantage of this system is simplicity and relatively low capital cost. However, manual operation associated with this system increases the long-term operational costs.

Ability to implement any of the active measures is contingent on availability of utility water on site which will be further investigated during detailed design. Review of the available record drawings suggest that the utility water system at the plant has a capacity to deliver 300 gpm at a pressure of 185 feet. Additional review of the current utility water demand at the plant is required to establish if the current system capacity is sufficient for implementation of all or any of the active measures proposed.

3.3.3. Odor Control

No dedicated odor control is proposed for the initial construction project. The structural design of the equalization basin will assume and include provisions for a future aluminum cover and active odor control system.

3.4. EQUALIZATION BASIN PUMP STATION

Main purpose of the equalization basin pump station is to provide a consistent flow to secondary treatment processes (recirculation pump station and trickling filters). As previously noted, the pumped flow will be equivalent to an average day plant influent flow normalized through a 15-day period. To provide operational flexibility and account for potential scenarios when the equalization basins are offline the pump station will also have a capacity to pump peak design flows.

The proposed equalization basin pump station will consist of three self-priming pumps (see Figure I). The pump station wet well (sump) will be incorporated into the main diurnal equalization basin structure. The pumps and majority of suction and discharge piping will be constructed on a concrete pad adjacent to the diurnal equalization basin structure. It is recommended to provide a small metal awning right above the pumps for weather protection.



Figure I. Self-Priming Pump (Courtesy of Gormann-Rupp)

Assuming the pumps will connect into the existing primary effluent pump station discharge piping (See attached drawings in Appendix A for approximate location), a total dynamic head (TDH) of 50 feet is estimated. Table 2 shows the basic design criteria for the equalization basin pumps:

Table 2. Preliminary Equalization Pump Station Design Parameters

Design parameter:	
No. of Pumps	3 (2 Duty +1 Standby)
Flow capacity	2,600 gpm (each)
Estimated TDH	50 feet
Suction Lift	20 feet (+/-)
Drive Size	50 HP (VFD)
Solids handling capacity	3-inch diameter solids

Main pump discharge header will have a magmeter installed allowing for flow measurement and control of pumps.

Submersible pumps may be installed as an alternative to utilizing self-priming pumps in this application. Budgetary costs received for both types of pumps suggest that the capital cost difference is within 10% and cannot be considered significant at this stage of design. However, unless there is a strong preference, or if the detailed design favors or requires the use of submersible pumps, self-priming pumps are recommended for this application. The main reason for this is that the self-priming pumps are a "dry" installation and allow for easy visual inspection and relatively easier maintenance.

3.5. WET WEATHER FLOW STORAGE BASIN

A secondary, wet weather flow storage basin (storage basin) will be constructed adjacent to the diurnal equalization basin structure. The main purpose of this storage basin is to provide an overflow storage (from diurnal equalization basin) for wet weather flows.

3.6. WET WEATHER FLOW STORAGE BASIN SIZING

In general, process of estimating the size of the wet weather storage basin included the following steps:

- Identification of wet weather days from available rainfall data
- Correlation of "rain days" with available hourly flow data (for period of 2010 through 2013 and additional wet weather day hourly flow data provided)
- Development of individual diurnal curves for wet weather days.
- Comparison of wet weather days to design diurnal curve
- Development of the design wet weather flow curve (see Figure J below) – increased by 20% (to account for variability in wet weather flow distribution).

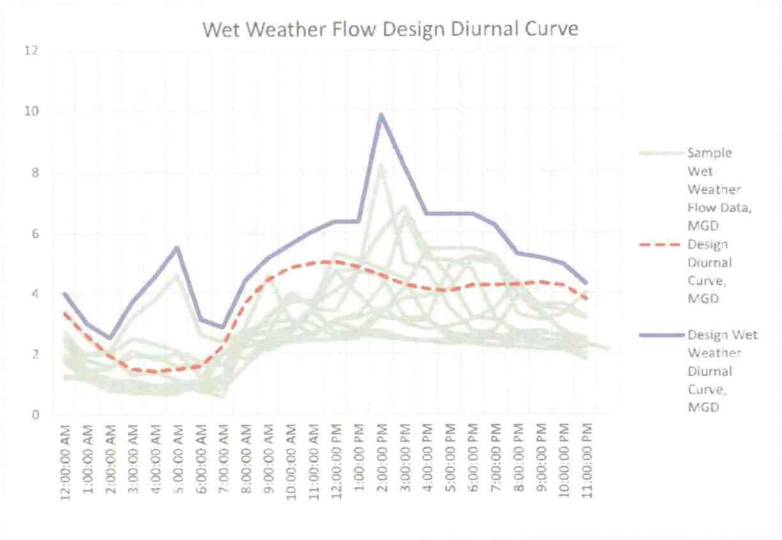


Figure J. Wet Weather Flow Design Diurnal Curve

Once the design wet weather curve was established, it was "routed" through both the diurnal and wet weather flow basins. It is noted that a maximum 72-hour period was assumed to drain the storm drain basin. As a result, the routing was completed based on the assumptions that the wet weather flows (equivalent to design curve) have a 24-hour duration and that the equalization pump station will discharge at a slightly increased rate of 4.0 MGD (+/_) to secondary treatment processes during this time. As a result, a total equalization volume of 1.8 Million Gallons (MG) was determined as the minimum required volume for the wet weather storage flow basin. Figure K below illustrates the routing of wet weather flows through the storage basin and time required to empty the basin.

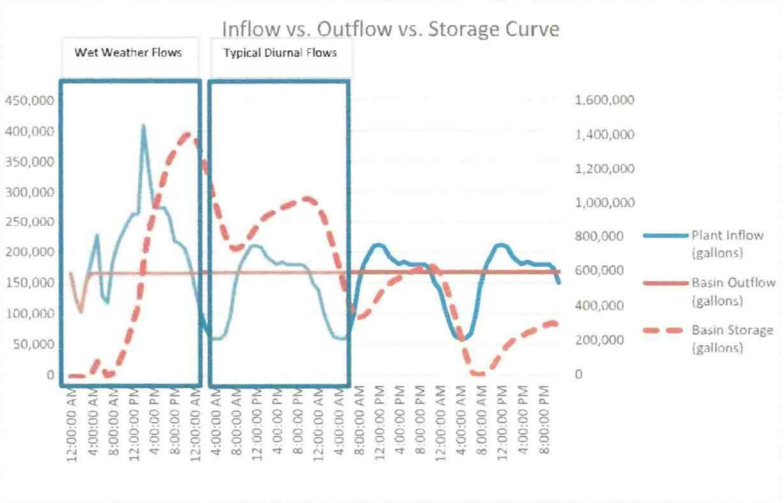


Figure K. Flow vs. Storage Curve for Combined Equalization and Wet Weather Storage Basin

3.7. WET WEATHER FLOW STORAGE BASIN STRUCTURE

Due to the frequency of wet weather events, it is anticipated that the wet weather storage basin will not be used daily. Therefore, the approach to designing this structure is slightly different compared to the diurnal equalization basin. Several options were evaluated:

Option1: Concrete tank – This option assumes that the entire wet weather storage basin structure is a cast-in-place concrete structure. Preliminary, the structure would have the following dimensions:

- Nominal Length = 100 feet
- Nominal Width = 130 feet
- Liquid Depth = 18 feet
- Wall Height = 20 feet

This option offers following advantages:

- Smaller footprint – higher liquid depth possible
- Potential for shared wall construction with diurnal equalization basin
- Easier maintenance.

The main disadvantage of this option is the relatively high capital cost (Refer to Table 3 below).

Option 2: Lined basin (60 mil HDPE) with concrete floor - With this option, a 60 mil HDPE liner would be installed on the sides of the storage basin and a concrete cast-in place floor would be constructed. Following footprint is estimated for this option:

- Bottom Nominal Length = 70 feet
- Bottom Nominal Width = 180 feet
- Side Slopes = 2.5H:1V
- Liquid Depth = 11 feet
- Minimum Freeboard = 3 feet

- Concrete floor thickness = 6 inches

The main advantages and disadvantages associated with this option are listed below:

- Advantages:
  - Lower capital cost relative to Option 1
  - Easier maintenance
- Disadvantages:
  - Larger footprint
  - Higher capital cost associated with concrete floor construction
  - High temperature and UV exposure impacts on liner – may require use of high temperature liner.

Option 3: Lined basin (60 mil HDPE) – Similar to Option 2 with the main difference being the use of a 60-mil HDPE liner for the basin floor. This option would have the same footprint and geometry as Option 2. While this option does not include a concrete basin floor, at a minimum a concrete sump for collection of return flows will be constructed. A summary of advantages and disadvantages associated with this option is provided below:

- Advantages:
  - Least expensive capital cost option
- Disadvantages:
  - Larger footprint
  - Maintenance of the lined floor may be more difficult compared to concrete floor
  - High temperature and UV exposure impacts on liner – may require use of high temperature liner.

Table 3. Storage Basin Options Relative Costs

Option	Relative Construction Cost (Concrete and/or Liner Cost only)
Option 1	$ 1.8 Million
Option 2	$300,000
Option 3	$180,000

Given the relatively infrequent use of the wet weather storage basin and the high cost of Option 1 it is recommended that the detailed design proceeds with Option #3. Layout of the storage basin is shown in the attached drawings in Appendix A.

3.8. WET WEATHER STORAGE BASIN OPERATION

3.8.1. Flow Control

The storage basin is expected to receive flows only in case when the flows into the plant exceed the capacity of the equalization basin. Overflow piping from the equalization basin will convey these additional flows directly into the storage basin. As previously noted, the return piping to equalization basin will be equipped with a flap gate that will prevent the return of flows (emptying of the storage basin) until the liquid level in the equalization basin is a few inches lower than the level in the storage basin. Ultimately, the entire operation is controlled by the equalization pumps and no operator input is required during this process.

3.8.2. Storage Basin Maintenance

Due to the size of the storage basin, when it comes to maintenance, the emphasis will be to design the basins with additional considerations to enhance the maintenance which may include:

- Larger sloped concrete area to direct return flows and enhance maintenance.
- Concrete ramp allowing for access to the basin floor
- Large opening bar screen at the return flow sump to prevent any large debris entering return piping

In addition, yard hydrants will be installed in the vicinity of the return flow sump to facilitate periodic washdown and cleaning.

3.8.3. Odor Control

No dedicated odor control is proposed for the initial construction project. Timely evacuation of liquid from the storage basin along with prompt cleaning after use will need to be implemented to minimize the potential to generate odors.

3.9. SITE WORK AND YARD PIPING

Site work will be limited to construction of proposed basins and installation of required process piping. In general, the location and shape of the existing detention pond along with the proposed design will minimize excavation and backfill requirements. Based on the information presented in the Geotechnical report, the in-situ soils are suitable for use in construction of the proposed structures. Consequently, minimum quantities of import fill material will be required. Paved areas disturbed by excavation and other construction activities will be replaced in kind. Specifically, paved areas disturbed by excavation required to install yard piping will be replaced. Gravel (road base) will be placed around the new equalization basin pump station diurnal equalization basin structure.

The proposed project will require installation of relatively large diameter process piping (18 to 24-inch diameter). The Geotechnical report indicates a severe potential for metal loss due to soil resistivity characteristics. As a result, the design will incorporate plastic piping (PVC, C-900) with coated and polyethylene wrapped ductile iron fittings.

3.10. ELECTRICAL

3.10.1. Proposed Electrical Design

As described in preceding sections, this project will incorporate an equalization and wet weather storage basins and three 50 HP VFD controlled equalization basin pumps to attenuate flow variations into the plant's secondary treatment processes. Two of the pumps will be used as duty pumps and one will remain on standby.

Following the review of available record drawings, potential existing system deficiencies are identified and listed below:

- The motor control center (MCC) 3M located in the existing Boiler/MCC building has spare breakers that could potentially feed the equalization basin pumps VFDs. There are concerns however, that the MCC would be overloaded with additional loads generated by two duty 50HP pumps.
- The MCC utilizes a standby 200KW generator with a 350A breaker. The breaker size is nearly half of the trip rating of the MCC which is concerning if much of the existing plant equipment is needed during a power outage. It is required to evaluate the current MCC loads and verify size of the existing or recommend a new generator size.
- There are also some concerns regarding availability of physical space needed for three (3) 50HP VFDs. A site visit is required to verify availability of space in this location.

Considering the overall design approach and potential deficiencies of the existing system, three

preliminary electrical design options are identified. Each option offers its own advantages and disadvantages as described in section below. To properly evaluate these options, additional site visit(s) will be completed to evaluate and confirm the condition of the existing electrical system.

Option 1 – Provide a power feed from existing MCC 3M located in the MCC/Boiler building to pump VFD's installed in a metal or pre-cast electrical enclosure (Refer to Figure L) adjacent to the equalization pumps. The small electrical enclosure will be air conditioned to maintain satisfactory conditions for VFD operation. The VFD's would be fed from a single 300A breaker located in the MCC 3M. Ideally, existing electrical pullboxes located in the yard will be used to route the required conduits. The main advantage of this option is that a single feeder from the MCC would reduce cost and mitigate problems of voltage drop associated with VFDs being located remotely from the pumps.

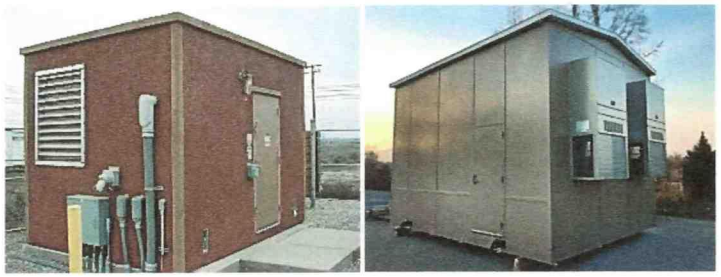


Figure L. Electrical Enclosure Options (precast concrete or metal panels)

Option 2 – This option assumes that the new pump VFDs will be installed in or near MCC 3M and fed from the motor control center spare breakers. The main advantage of this option is that it would not require the construction of a new electrical enclosure near the equalization basin pumps. However, additional investigation is required to determine if sufficient space is available for the installation of VFDs. Furthermore, due to distance to pumps (more than 400 feet), frequency irregularities and voltage drops would require use of larger and more expensive cables that would offset some of the cost associated with the electrical enclosure.

Option 3 - This option is similar to option 1 as it requires VFD's to be installed in a pre-cast electrical enclosure adjacent to the EQ Pumps. This option is presented with the assumption that there is insufficient electrical or physical space in MCC 3M for the new equipment. An existing and available breaker space in SWBD-MS would feed MCC-EQ from a 400A breaker. This would reduce the electrical load and harmonics on MCC-3M generated by the VFDs. Existing pullboxes and conduits in between SWBD-MS and the EQ electrical room would be utilized to route power. Further investigation of routing and conduit availability may be required with this option.

Regardless of the option selected, the existing standby generator will need to be evaluated. Preliminary analysis indicates that a new, larger generator (300 KW) may be required for options 1 and 2. With option 3, a new (150KW) generator and ATS will likely need to be installed near the equalization basin Electrical room.

All three options are feasible however, option 3 appears to be the most economical, efficient and robust. Therefore, the current engineering design is based on option.

3.10.2. Controls and Instrumentation

PLC locations and hardware manufacturers are unknown at this time and will need to incorporate the proposed VFD I/O and controls for tipping buckets if utilized. VFDs will need discrete and analog inputs and outputs which may require new hardware to be installed if existing I/O cards are at or near capacity. Control conduits will run alongside power conduits from the existing PLC to the equalization pump station. Instrumentation, such as level and flow indicators will be used in the equalization basins and pump station and incorporated into the SCADA system to monitor and control performance and operation.

3.10.3. NFPA Classifications

Equalization basins storing raw or partially treated wastewater fall into one of the following categories:

- Open to Atmosphere (design condition):
  - Class 1, Division 2 (within a 10-foot envelope)
- Enclosed (potential future condition) –
  - No ventilation or less than 12 air exchanges per hour (ACH) – Class 1, Division 1
  - Continuously ventilated at 12 ACH - Class 1, Division 2

3.11. SEQUENCE OF CONSTRUCTION

Majority of new facilities may be constructed with no or very little interruptions to existing plant operations. The basins, pump station, and the electrical enclosure may be constructed without disruptions to plant operations. Construction of yard piping and connections to existing process piping may require bypass pumping and relatively short disruptions. Electrical system modifications and potential standby generator change will require short duration disruptions. Alternative standby power sources will be provided during these activities to ensure continued operation of existing plant.

3.12. VALUE ENGINEERING CONSIDERATIONS

Based on the input form the City staff and engineering evaluation of potential cost reduction measures an alternative project scope approach as outlined below may be implemented.

- Construct one half of the diurnal equalization basin – one half (300,000 gallons of storage volume) of the concrete diurnal equalization basin would be constructed. While this volume is borderline adequate at current plant flows, any potential excess liquid would be transferred to the wet weather storage basin. Alternatively, the excess flows could be handled by increasing the flow rate of the equalization basin pumps.
- Remove active cleaning system (tipping buckets) – Tipping buckets would be replaced with monitor washdown hydrants. This approach will result in relatively significant capital cost savings.
- Remove concrete coating – While not ideal installation of protective coatings may be omitted or postponed until the construction of the second half of the diurnal equalization basin.

The cumulative effect on the project capital cost of these scope modifications is illustrated in Table 5. It is noted that not all items listed above need to be removed from the scope. Each item listed above may be removed individually from the scope to decrease the capital cost if needed.

4. OPINION OF COST

Table 4 below presents the opinion of cost for the project as described in this report and outlined in the attached drawings. Table 5 illustrates the potential cost savings associated with the reduced project scope. As appropriate for this level of design development a 15% contingency is used.

Table 4. Project Opinion of Cost

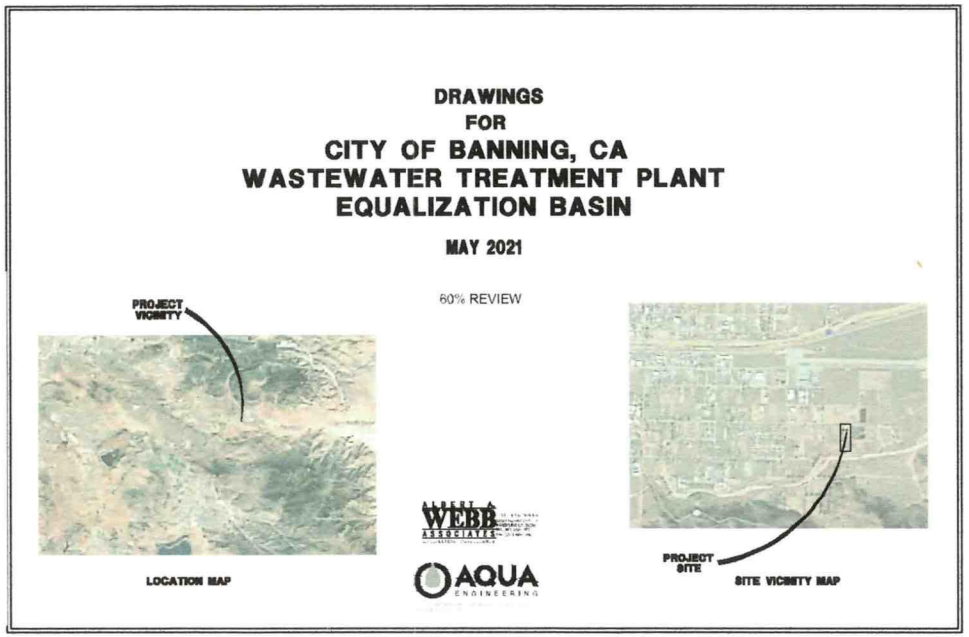
Banning WWTP - Equalization Basin Project					
Opinion of Cost (Base Bid)					
ITEM	DESCRIPTION	Quantity	Unit	Unit Cost	COST
1.0	General Conditions, Overhead / Profit, Markup	15%	percent	$ 3,346,200	$ 502,000
2.0	Civil				
2.1	Site Demolition	1	LS	$ 10,000	$ 10,000
2.2	General Site Grading	1	LS	$ 10,000	$ 10,000
2.3	Site Paving - Asphalt	3,000	SF	$ 8	$ 24,000
2.4	Site Paving - Gravel	7,500	SF	$ 6	$ 45,000
2.5	Misc. Improvements (PC Effluent Box, New and Existing SD Modifications	1	LS	$ 44,500	$ 44,500
2.5	Yard Piping (incl. valves and stand pipes/hydrants)	1	LS	$ 254,000	$ 254,000
3.0	Diurnal Equalization Basin				
3.1	Excavation	3,600	CY	$ 8	$ 28,800
3.2	Backfill	1,600	CY	$ 14	$ 22,400
3.3	Concrete	1,350	CY	$ 1,100	$ 1,485,000
3.4	Process Piping and Gates	1	LS	$ 54,450	$ 54,500
3.5	Tipping Buckets	4	EA	$ 27,000	$ 108,000
3.6	Protective Coatings	7,900	SF	$ 20	$ 158,000
3.7	Mechanical Installation	1	LS	$ 50,000	$ 50,000
4.0	Wet Weather Storage Basin				
4.1	Excavation	2,600	CY	$ 8	$ 20,800
4.2	Backfill	4,000	CY	$ 14	$ 56,000
4.3	Liner	40,200	SF	$ 1.90	$ 76,400
4.4	Misc. Concrete Structures	1	LS	$ 22,500	$ 22,500
4.5	Misc. Metals	1	LS	$ 6,500	$ 6,500
5.0	Equalization Basin Pump Station				
5.1	Concrete	23	CY	$ 1,000	$ 23,000
5.2	Metal Awning	425	SF	$ 110	$ 46,800
5.3	Pumps	1	LS	$ 101,500	$ 101,500
5.4	Process piping and valves	1	LS	$ 86,310	$ 86,300
5.5	Mechanical Installation	1	LS	$ 45,000	$ 45,000
6.0	Electrical Building				
6.1	Excavation	11	CY	$ 8	$ 100
6.2	Backfill	6	CY	$ 14	$ 100
6.3	Concrete	8	CY	$ 1,000	$ 7,500
6.4	Pre-Engineered Metal Building	150	SF	$ 200	$ 30,000
6.5	HVAC	1	LS	$ 4,500	$ 4,500
7.0	Electrical/I&C				
7.1	Electrical Gear and Installation (incl. new standby generator)	1	LS	$ 525,000	$ 525,000
				Project Subtotal	**$ 3,848,200**
				Contingency (15%)	$ 577,200
				Construction Cost Total	**$ 4,425,400**

Table 5. Alternate Project Opinion of Cost

Banning WWTP - Equalization Basin Project					
Opinion of Cost (BID Alternate)					
ITEM	DESCRIPTION	Quantity	Unit	Unit Cost	COST
1.0	General Conditions, Overhead / Profit, Markup	15%	percent	$ 2,365,000	$ 354,800
2.0	Civil				
2.1	Site Demolition	1	LS	$ 10,000	$ 10,000
2.2	General Site Grading	1	LS	$ 10,000	$ 10,000
2.3	Site Paving - Asphalt	3,000	SF	$ 8	$ 24,000
2.4	Site Paving - Gravel	10,000	SF	$ 6	$ 60,000
2.5	Misc Improvements (PC Effluent Box, Influent Flow Measurement)	1	LS	$ 44,500	$ 44,500
2.5	Yard Piping	1	LS	$ 249,300	$ 249,300
3.0	Diurnal Equalization Basin				
3.1	Excavation	2100	CY	$ 8	$ 16,800
3.2	Backfill	950	CY	$ 14	$ 13,300
3.3	Concrete	750	CY	$ 1,100	$ 825,000
3.4	Process Piping and Gates	1	LS	$ 49,600	$ 49,600
3.5	Washdown Monitor Hydrants	2	EA	$ 5,500	$ 11,000
3.6	Mechanical Installation	1	LS	$ 24,500	$ 24,500
4.0	Wet Weather Storage Basin				
4.1	Excavation	2600	CY	$ 8	$ 20,800
4.2	Backfill	4000	CY	$ 14	$ 56,000
4.3	Liner	40,200	SF	$ 1.90	$ 76,400
4.4	Misc. Concrete Structures	1	LS	$ 22,500	$ 22,500
4.5	Misc. Metals	1	LS	$ 6,500	$ 6,500
5.0	Equalization Basin Pump Station				
5.1	Concrete	23	CY	$ 1,000	$ 23,000
5.2	Metal Awning	425	SF	$ 110	$ 46,800
5.3	Pumps	1	LS	$ 101,500	$ 101,500
5.4	Process piping	1	LS	$ 86,310	$ 86,300
5.5	Mechanical Installation	1	LS	$ 45,000	$ 45,000
6.0	Electrical Building				
6.1	Excavation	11	CY	$ 8	$ 100
6.2	Backfill	6	CY	$ 14	$ 100
6.3	Concrete	8	CY	$ 1,000	$ 7,500
6.4	Pre-Engineered Metal Building	150	SF	$ 200	$ 30,000
6.5	HVAC	1	LS	$ 4,500	$ 4,500
7.0	Electrical/I&C				
7.1	Electrical Gear and Installation (incl. new standby generator)	1	LS	$ 500,000	$ 500,000
				Project Subtotal	**$ 2,719,800**
				Contingency (15%)	$ 408,000
				Construction Cost Total	**$ 3,127,800**

APPENDIX A

60% Design Drawings



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CITY OF BANNING, CA
WASTEWATER TREATMENT PLANT
EQUALIZATION BASIN
GENERAL
INDEX

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G002

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EXISTING | PROPOSED

PLAN VIEW

- [illegible]
- BASEMENT LINE
- RIDGE
- EDGE OF ASPHALT
- EDGE OF CONCRETE
- EDGE OF GRAVEL
- LOW CURB LINE
- [illegible]
- BANK SLOPES
- STREET CENTER LINE
- WATER LINE
- SPOT LINE
- SLEEVE ONE CABLE
- ELECTRIC CABLE
- [illegible]
- FIRE HYDRANT
- WATER VALVE
- WATER METER
- MANHOLE
- GAS CHECKBOX
- STORM OUTFLOW
- [illegible]
- POLE & ANCHOR
- STREET LIGHT
- STRUCTURE
- [illegible]
- CONNECTION POINTS
- [illegible]
- FLOW DIRECTION

ABBREVIATIONS

@	AT	ABV	ABOVE	CONN	CONNECTION	W	WEST, WATER
Ø	DIAMETER	ADJ	ADJACENT	CONST	CONSTRUCTION	WAS	WASTE ACTIVATED SLUDGE
#	POUND OR NUMBER	AGG	AGGREGATE	CONT	CONTINUOUS	WC	WATER CLOSET
∠	ANGLE	AHD	AHEAD	CPLG	COUPLING	WDI	WITHDRAWN
±	PLUS OR MINUS	ALUM	ALUMINUM	CTR	CENTER	WM	WATER METER
		APPROX	APPROXIMATE	CU	CUBIC	WP	WEAK POINT
		ASB	ASBESTOS BOARD	CULV	CULVERT	WSP	WASTE SAMPLE
		ASPH	ASPHALT	CW	COLD WATER	WT	WEIGHT
		AUTO	AUTOMATIC	CY	CUBIC YARD	WV	WATER VALVE
		AVE	AVENUE	D	DEEP, DEPTH		
		BD	BOARD	DEG	DEGREE		
		BLDG	BUILDING	DET	DETAIL		
		BLK	BLOCK	DIA	DIAMETER		
		BLKG	BLOCKING	DIAG	DIAGONAL		
		BM	BENCH MARK	DIM	DIMENSION		
		BOT	BOTTOM	DISP	DISPOSAL		
		BRG	BEARING	DN	DOWN		
		BSMT	BASEMENT	DP	DUPLEX PUMP		
		BTU	BRITISH THERMAL UNIT	DR	DRAIN		
		BTWN	BETWEEN	DS	DOWNSPOUT		
		BW	BOTTOM OF WALL	DW	DISHWASHER		
		C	CHANNEL	E	EAST		
		CAB	CABINET	EA	EACH		
		CAP	CAPACITY	EF	EACH FACE		
		CB	CATCH BASIN	EJ	EXPANSION JOINT		
		CEM	CEMENT	EL	ELEVATION		
		CF	CUBIC FEET	ELEC	ELECTRICAL		
		CFM	CUBIC FEET PER MINUTE	ELEV	ELEVATION		
		CFS	CUBIC FEET PER SECOND	EMBED	EMBEDMENT		
		CH	CHANNEL, CLEAR	EMER	EMERGENCY		
		CHK	CHECK	ENCL	ENCLOSURE		
		CI	CAST IRON PIPE	EP	EDGE OF PAVEMENT		
		CIP	CAST IN PLACE	EQ	EQUAL		
		CJ	CONTROL JOINT	EQUIP	EQUIPMENT		
		CL	CENTERLINE	ESMT	EASEMENT		
		CLG	CEILING	EW	EACH WAY		
		CLR	CLEAR	EXC	EXCAVATION		
		CMP	CORRUGATED METAL PIPE	EXH	EXHAUST		
		CO	CLEANOUT	EXIST	EXISTING		
		COL	COLUMN	EXP	EXPANSION		
		COMB	COMBINATION	EXT	EXTERIOR		
		CONC	CONCRETE	F	FAHRENHEIT		
		CONN	CONNECT	FA	FIRE ALARM		
		CONST	CONSTRUCTION	FAB	FABRICATE		
		CONT	CONTINUOUS	FD	FLOOR DRAIN		
		CP	CONTROL POINT	FDN	FOUNDATION		
		CPLG	COUPLING	FE	FIRE EXTINGUISHER		
		CPT	CARPET	FEC	FIRE EXTINGUISHER CABINET		
		CR	CONDENSATE RETURN	FF	FINISH FLOOR		
		CRS	COURSE	FH	FIRE HYDRANT		
		CS	CARBON STEEL	FIN	FINISH		
		CSK	COUNTERSINK	FLG	FLANGE		
		CT	CONCRETE	FLR	FLOOR		
		CTR	CENTER	FM	FORCE MAIN		
		CU	CUBIC	FOC	FACE OF CONCRETE		
		CUH	CABINET UNIT HEATER	FOM	FACE OF MASONRY		
		CV	CHECK VALVE	FOS	FACE OF STUD		
		CW	COLD WATER	FOW	FACE OF WALL		
		CY	CUBIC YARD	FP	FIRE PROTECTION		
		D	DEEP, DEPTH	FPM	FEET PER MINUTE		
		DEMO	DEMOLISH	FPS	FEET PER SECOND		
		DF	DRINKING FOUNTAIN	FRP	FIBERGLASS REINFORCED PLASTIC		
		DIA	DIAMETER	FS	FAR SIDE		
		DIAG	DIAGONAL	FT	FOOT, FEET		
		DIM	DIMENSION	FTG	FOOTING		
		DISP	DISPOSAL	G	GAS		
		DN	DOWN	GA	GAUGE		
		DP	DUPLEX PUMP	GAL	GALLON		
		DR	DRAIN	GALV	GALVANIZED		
		DS	DOWNSPOUT	GC	GENERAL CONTRACTOR		
		DW	DISHWASHER	GD	GARBAGE DISPOSER		
		E	EAST	GEN	GENERATOR		
		EA	EACH	GFI	GROUND FAULT INTERRUPTER		
		EF	EACH FACE	GI	GALVANIZED IRON		
		EJ	EXPANSION JOINT	GPD	GALLONS PER DAY		
		EL	ELEVATION	GPH	GALLONS PER HOUR		
		ELEC	ELECTRICAL	GPM	GALLONS PER MINUTE		
		ELEV	ELEVATION	GR	GRADE		
		EMBED	EMBEDMENT	GRD	GROUND		
		EMER	EMERGENCY	GSKT	GASKET		
		ENCL	ENCLOSURE	GT	GUTTER		
		EP	EDGE OF PAVEMENT	GV	GATE VALVE		
		EQ	EQUAL	H	HOT		
		EQUIP	EQUIPMENT	HB	HOSE BIBB		
		ESMT	EASEMENT	HC	HOLLOW CORE		
		EW	EACH WAY	HD	HEAVY DUTY		
		EXC	EXCAVATION	HDR	HEADER		
		EXH	EXHAUST	HDW	HARDWARE		
		EXIST	EXISTING	HM	HOLLOW METAL		
		EXP	EXPANSION	HOR	HORIZONTAL		
		EXT	EXTERIOR	HP	HORSEPOWER		
		F	FAHRENHEIT	HR	HOUR		
		FA	FIRE ALARM	HSG	HOUSING		
		FAB	FABRICATE	HT	HEIGHT		
		FD	FLOOR DRAIN	HTR	HEATER		
		FDN	FOUNDATION	HVAC	HEATING, VENTILATING AND AIR CONDITIONING		
		FE	FIRE EXTINGUISHER	HW	HOT WATER		
		FEC	FIRE EXTINGUISHER CABINET	HWH	HOT WATER HEATER		
		FF	FINISH FLOOR	HWL	HIGH WATER LEVEL		
		FH	FIRE HYDRANT	HWR	HOT WATER RETURN		
		FIN	FINISH	HWS	HOT WATER SUPPLY		
		FLG	FLANGE	HYD	HYDRAULIC		
		FLR	FLOOR	I	INVERT		
		FM	FORCE MAIN	ID	INSIDE DIAMETER		
		FOC	FACE OF CONCRETE	IE	INVERT ELEVATION		
		FOM	FACE OF MASONRY	IN	INCH		
		FOS	FACE OF STUD	INFO	INFORMATION		
		FOW	FACE OF WALL	INSUL	INSULATION		
		FP	FIRE PROTECTION	INT	INTERIOR		
		FPM	FEET PER MINUTE	INV	INVERT		
		FPS	FEET PER SECOND	IPS	IRON PIPE SIZE		
		FRP	FIBERGLASS REINFORCED PLASTIC	J	JOINT		
		FS	FAR SIDE	JB	JUNCTION BOX		
		FT	FOOT, FEET	JCT	JUNCTION		
		FTG	FOOTING	K	KELVIN		
		G	GAS	KD	KNOCKDOWN		
		GA	GAUGE	KO	KNOCKOUT		
		GAL	GALLON	L	LENGTH		
		GALV	GALVANIZED	LAM	LAMINATE		
		GC	GENERAL CONTRACTOR	LAV	LAVATORY		
		GD	GARBAGE DISPOSER	LB	POUND		
		GEN	GENERATOR	LBS	POUNDS		
		GFI	GROUND FAULT INTERRUPTER	LF	LINEAR FEET		
		GI	GALVANIZED IRON	LG	LONG		
		GPD	GALLONS PER DAY	LH	LEFT HAND		
		GPH	GALLONS PER HOUR	LP	LOW POINT		
		GPM	GALLONS PER MINUTE	LT	LIGHT		
		GR	GRADE	LVR	LOUVER		
		GRD	GROUND	MAINT	MAINTENANCE		
		GSKT	GASKET	MAX	MAXIMUM		
		GT	GUTTER	MB	MACHINE BOLT		
		GV	GATE VALVE	MC	MEDICINE CABINET		
		H	HOT	MECH	MECHANICAL		
		HB	HOSE BIBB	MEZZ	MEZZANINE		
		HC	HOLLOW CORE	MFG	MANUFACTURE		
		HD	HEAVY DUTY	MFR	MANUFACTURER		
		HDR	HEADER	MH	MANHOLE		
		HDW	HARDWARE	MI	MILE		
		HM	HOLLOW METAL	MIN	MINIMUM		
		HOR	HORIZONTAL	MISC	MISCELLANEOUS		
		HP	HORSEPOWER	MLVL	MULTI-LEVEL		
		HR	HOUR	MO	MASONRY OPENING		
		HSG	HOUSING	MTD	MOUNTED		
		HT	HEIGHT	MTG	MOUNTING		
		HTR	HEATER	MTL	METAL		
		HVAC	HEATING, VENTILATING AND AIR CONDITIONING	N	NORTH		
		HW	HOT WATER	NA	NOT APPLICABLE		
		HWH	HOT WATER HEATER	NAT	NATURAL		
		HWL	HIGH WATER LEVEL	NC	NORMALLY CLOSED		
		HWR	HOT WATER RETURN	NIC	NOT IN CONTRACT		
		HWS	HOT WATER SUPPLY	NO	NUMBER		
		HYD	HYDRAULIC	NOM	NOMINAL		
		I	INVERT	NPT	NATIONAL PIPE THREAD		
		ID	INSIDE DIAMETER	NTS	NOT TO SCALE		
		IE	INVERT ELEVATION	OA	OVERALL		
		IN	INCH	OC	ON CENTER		
		INFO	INFORMATION	OD	OUTSIDE DIAMETER		
		INSUL	INSULATION	OF	OUTSIDE FACE		
		INT	INTERIOR	OH	OVERHEAD		
		INV	INVERT	OPP	OPPOSITE		
		IPS	IRON PIPE SIZE	OPP HD	OPPOSITE HAND		
		J	JOINT	OPNG	OPENING		

SECTION AND DETAIL IDENTIFICATION

SECTION IDENTIFICATION — DETAIL IDENTIFICATION

SECTION — DETAIL

SECTION AND DETAIL NOTES:

SPECIFICATION PROCEDURE ON LIFT SEW REFERENCE

3 - SLOTT JOINT
2 - CORNER JOINT
1 - [illegible]
ALL FLOOR CLOSURE + JOINT
ALL [illegible] JOINT INSTALLATION

CITY OF BANNING, CA
WASTEWATER TREATMENT PLANT
EQUALIZATION BASIN
GENERAL
LEGEND, SYMBOLS, AND ABBREVIATIONS

DRAWING NO.
G003

SHEET OF

LEFT BLANK INTENTIONALLY.

CITY OF BANNING, CA
WASTEWATER TREATMENT PLANT
EQUALIZATION BASIN
GENERAL
GENERAL PROJECT NOTES

DRAWING NO.
G004

SHEET 17

GENERAL NOTES

1. THE PROJECT SPECIFICATIONS SHALL BE PART OF THE CONTRACT DOCUMENTS.
2. THE STRUCTURAL DRAWINGS ARE TO BE USED IN CONJUNCTION WITH CIVIL, MECHANICAL AND ELECTRICAL DRAWINGS. ALL DIMENSIONS SHALL BE VERIFIED BEFORE WORK IS STARTED. IN THE EVENT OF A DISCREPANCY BETWEEN CONTRACT DOCUMENTS IN THESE DISTRICTS.
3. DETAILS AND SECTIONS MARKED AS "TYPICAL" SHALL BE APPLICABLE WHENEVER OR WHERE SIMILAR CONDITIONS EXIST. SUCH TYPICAL DETAIL OR SECTION APPLIES BEFORE PROCEEDING WITH WORK, IF DIFFERENCES ARE FOUND WHICH ARE NOT APPARENTLY ATTENDED ARE AS TYPICAL DETAIL OR SECTION SHALL PROMPTLY NOTIFY THE ENGINEER.
4. OPENINGS, POCKETS, CURB REBATES, ETC. SHALL NOT BE PLACED IN STRUCTURAL WALLS, SLABS, AND BEAMS UNLESS SPECIFICALLY DETAILED ON THE STRUCTURAL DRAWINGS. NOTIFY THE SUPERVISING ENGINEER OF ANOTHER TRADE DRAWINGS OF OPENING REQUIRED. OPENINGS, CURB REBATES, ETC. NOT SHOWN ON THE STRUCTURAL DRAWINGS, BUT WHICH ARE LOCATED BY MECHANICAL DRAWINGS.
5. THE CONTRACTOR SHALL REVIEW CONDITIONS ON THE SITE BEFORE DURING THE WORKING. THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS PRIOR TO STARTING WORK. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DISCREPANCIES OR MISCONSTRUCTION PRIOR TO FABRICATION.
6. LAYOUT OF WORK AND ALL PHASES OF WORK ARE TO CONFORM TO THE LATEST EDITION OF THE CALIFORNIA BUILDING CODE (CBC) EDITION, AND ANY OTHER SPECIFICATIONS OR BODIES HAVING JURISDICTION OVER THIS WORK. WHERE CONFLICT BETWEEN BUILDING CODES AND SPECIFICATIONS SHOULD THE MOST STRINGENT REQUIREMENTS SHALL GOVERN.
7. ALL ASTM DESIGNATIONS REFERRED TO IN THESE SPECIFICATIONS SHALL BE THE LATEST ADOPTED OR REVISED SPECIFICATION, AS OF THE DATE OF THESE DRAWINGS.
8. ALL DIMENSIONS SHALL TAKE PRECEDENCE OVER SCALE SHOWN ON PLANS, ELEVATIONS AND DETAILS. DRAWINGS SHALL NOT BE SCALED FOR CONSTRUCTION PURPOSES.
9. NOTES AND DETAILS ON THE DRAWINGS SHALL TAKE PRECEDENCE OVER GENERAL NOTES AND TYPICAL DETAILS.
10. THE STRUCTURAL DRAWINGS SHOW ONLY THE BASIC STRUCTURAL ENVIRONMENTAL DETAIL BY CIVIL, MECHANICAL, AND ELECTRICAL ENGINEERS FOR NON-STRUCTURAL ITEMS, SUCH AS:
    a. SIZE AND LOCATION OF ALL OPENINGS.
    b. SIZE AND LOCATION OF ALL CONCRETE CURBS, WALLS, ROOF AND FLOOR SLABS, SLOPES, DEPRESSED SLAB AREAS, ETC.
    c. FLOOR, ROOF, AND WALL FINISHES.
    d. DRAINAGE SLOPES AND ANY SHOWN ON STRUCTURAL DRAWINGS.
11. THE STRUCTURAL CONTRACT DOCUMENTS AND SPECIFICATIONS REPRESENT THE FINISHED STRUCTURE. UNLESS OTHERWISE NOTED, "NOT TO SCALE" DENOTES THE LATEST OF DRAWINGS.
12. NEITHER THE PROFESSIONAL NOR THE STRUCTURAL ENGINEER WILL EXPRESS SAFETY PRECAUTIONS NOR HAVE CONTROL OR CHARGE OF AND WILL NOT BE RESPONSIBLE FOR CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES OR PROCEDURES, OR SAFETY PRECAUTIONS AND PROGRAMS IN CONNECTION WITH THE WORK, FOR PERFORMANCE BY THE CONTRACTORS OF THEIR OBLIGATIONS UNDER THE CONTRACT DOCUMENTS, AND NOT FOR THE FAILURE OF ANY OF THEM TO CARRY OUT THE WORK IN ACCORDANCE WITH THE CONTRACT DOCUMENTS. THE OBSERVATIONS VISITS OF THE STRUCTURAL ENGINEER SHALL NOT INCLUDE INSPECTIONS OF THE JOBSITE SAFETY ITEMS.
13. SUPPLEMENTARY INSPECTION OF CONSTRUCTION IN ADVANCEMENT UPON CONFORMANCE WITH THE INTENT OF THESE DRAWINGS, THE OWNER OR CONTRACTOR SHALL RETAIN A CALIFORNIA LICENSED CIVIL OR STRUCTURAL ENGINEER BEFORE COMMENCEMENT, TO ENSURE THE CONSTRUCTION AND LEVEL THAT THE CONSTRUCTION HAS BEEN BUILT IN GENERAL CONFORMANCE WITH THE INTENT OF THESE DRAWINGS.
14. CONSTRUCTION MATERIALS SHALL BE EVENLY SPLIT IF PLACED OR STORED PLACED ON ROOF, LOAD SHALL NOT EXCEED DESIGN LIVE LOAD PER SQUARE FOOT UNLESS. WHEN WEIGHT OF MATERIALS OR EQUIPMENT HAS EXCEED DESIGN LOAD, STRUCTURAL SUPPORT SHALL BE DESIGNED.
15. WHERE NO CONSTRUCTION DETAILS ARE SHOWN OR NOTED FOR ANY PART OF THE WORK, THE DETAILS SHALL BE THE SAME AS FOR OTHER SIMILAR WORK.
16. FOR SLAB ON GRADE STRUCTURES BACKFILL SHALL NOT BE PLACED UNTIL ALL FLOOR AND ROOF FRAMING IS COMPLETE.

FOUNDATION

1. ATTACH ONE COPY OF SOILS REPORT TO THE APPROVED SET OF CONSTRUCTION DOCUMENTS. SOILS REPORT SHALL BE PART OF THESE NOTES, PRIOR TO THE PLACING OF CONCRETE AND PRIOR TO THE CONSTRUCTION INSPECTION OF FOOTINGS, THE CONTRACTOR SHALL SUBMIT TO THE BUILDING OFFICIAL A LETTER SHALL BE SIGNED BY THE SOILS ENGINEER, THE ENGINEERING GEOLOGIST AND THE ARCHITECT OR STRUCTURAL ENGINEER, WHICH SHALL STATE THAT, TO THE BEST OF THEIR KNOWLEDGE, THE WORK WAS DONE IN ACCORDANCE WITH THE RECOMMENDATIONS CONTAINED IN THE SOILS ENGINEERING REPORT AND THE SUPERVISION OF THE REPORT. THE ENVIRONMENTAL ENGINEER WRITTEN CONFIRMATION SHALL VERIFY THE FOLLOWING:
    a. THE BUILDING PAD WAS PREPARED IN ACCORDANCE WITH THE SOILS REPORT.
    b. THE UTILITY TRENCHES HAVE BEEN PROPERLY BACKFILLED AND COMPACTED.
    c. THE FOUNDATION EXCAVATIONS CONFLY WITH THE INTENT OF THE SOILS REPORT.
2. SOILS REPORT PREPARED BY: LANDMARK GEO-ENGINEERS AND GEOLOGISTS GEOTECHNICAL REPORT PREPARED BANNING WEST UPGRADES BANNING, CALIFORNIA LG REPORT NO. LF3000 DATED OCTOBER 30, 2020
3. SOIL REMOVAL, BACKFILLING, AND RECOMPACTION SHALL BE PERFORMED PER SOILS REPORT RECOMMENDATIONS UNDER CONTINUOUS, ENGINEER'S SUPERVISION AND INSPECTION.
4. SPECIAL INSPECTION AND TESTING IS REQUIRED IN ACCORDANCE WITH SECTION 1704 AND 1705 OF THE CALIFORNIA BUILDING CODE AND THE "STATEMENT OF SPECIAL INSPECTIONS" ON THESE CONSTRUCTION DOCUMENTS.
5. TYPE OF FOOTING:
    A. SHALLOW FOOTING SYSTEM—MINIMUM EMBEDMENT 18" BELOW LOWEST ADJACENT GRADE.

    DESIGN DATA (PROVIDED):

ALLOWABLE SOIL BEARING PRESSURE	2,000 PSF
LATERAL PASSIVE	250 PSF
ALLOWABLE FOOTING	2,500 PSF

    ALLOWABLE BEARING PRESSURE INCREASES MAY BE APPROVED TO 3,500 PSF WHEN RECOMMENDED IN LANDMARK'S REPORT OF 2-3" SETTLE UNDER ANY OF THE LOADING CONDITIONS. ALLOWABLE PASSIVE PRESSURE MAY BE INCREASED BY ONE-THIRD WHEN CONSIDERING LOADS OF SHORT DURATION SUCH AS WIND OR SEISMIC FORCES.
6. FOOTING EXCAVATIONS SHALL BE LOCATED WHEN TWO FOOTINGS OF A DIFFERENT ELEVATIONS, FOOTINGS OF 7 FEET OR LESS IN DEPTH OF AN ADJACENT SLOPE OR AT ENCROACHED WITHIN THE SOILS REPORT.
7. FOUNDATION EXCAVATIONS, TRENCH, AND COMPACTION ARE TO BE OBSERVED BY AND DEEMED ACCEPTABLE TO THE ENVIRONMENTAL ENGINEER OR THEIR REPRESENTATIVE PRIOR TO PLACEMENT OF REINFORCING STEEL OR CONCRETE.
8. A MOISTURE BARRIER MEMBRANE SHALL BE PLACED PER THE RECOMMENDATIONS OF THE ENVIRONMENTAL ENGINEER.
9. ALL EXCAVATIONS SHALL BE PROPERLY MAINTAINED, DO NOT PLACE BACKFILL BEHIND RETAINING WALLS UNTIL WALLS HAVE ATTAINED FULL DESIGN STRENGTH. RETAINING WALLS SHALL BE BACKFILLED WITH GRANULAR MATERIALS AND PROVIDED WITH WEEP HOLES EVERY EIGHT LOCATED, LOWER THAN ATTACHED FLOORS ARE DISAPPROVED BY PLACE AND HAVE ATTAINED FULL STRENGTH. CONTRACTOR SHALL PROVIDE FOR SHORES, PERMITS, AND INSTALLATION OF SHORE BRACING.
10. SLAB BASE AND COMPACTION ARE TO BE IN ACCORDANCE WITH SOILS REPORT.
11. NO SHORE OR SHORE SHALL BE PLACED IN SLABS OR WALLS UNLESS SPECIFICALLY DETAILED OR APPROVED BY THE ENGINEER.
12. FOR ALL ENCLOSURES, GRADE, SLAB DEPRESSIONS, STEPS, FLOOR DRAINS, FLOOR SLOPES, THICKENED SLABS, FLOOR SLOPE, AND GENERAL, ARE SHOWN ON THE ARCHITECTURAL, STRUCTURAL, MECHANICAL, ELECTRICAL, PLUMBING, ELECTRICAL, AND FIRE SERVICES DRAWINGS. TRENCH BACK FILL AS PER SOILS ENGINEER.
13. ALL WALLS RETAINING EARTH SHALL DRAIN TO BASEMENT OR OTHER DRAINAGE.
14. ALL ARRANGEMENT FOOTINGS, SPLITTER, ETC., THAT INTERFERE WITH NEW CONSTRUCTION SHALL BE REMOVED
15. THE CONTRACTOR SHALL DETERMINE THE LOCATION OF UTILITY SERVICES IN AREAS TO BE EXCAVATED BEFORE BEGINNING EXCAVATION. DAMAGE EITHER CAUSED BY A EXCAVATING AND TRENCHING, BLASTING CAUSED AS A RESULT OF FAILURE TO EXACTLY LOCATE AND PRESERVE ALL EXISTING UNDERGROUND UTILITIES ARE THE RESPONSIBILITY OF THE CONTRACTOR.
16. THE CONTRACTOR SHALL REFRAIN FOR TIMING, APPROVAL, PERMITS, INSTALLATION, AND INSPECTIONS OF ALL GRADING, EXCAVATIONS, AND SHORING REQUIRED TO SAFELY RETAIN TEMPORARY EXCAVATIONS.
17. ALL PLANTERS IN CLOSE PROXIMITY TO THE STRUCTURE SHALL HAVE ADEQUATE DRAINAGE OF SURFACE WATER TO PREVENT SATURATION OF SOIL UNDER FOUNDATION.

DESIGN LOADS

CODES: 2019 CBC (CALIFORNIA BUILDING CODE) CCR, TITLE 24, PART 2.

GRAVITY LOADS:

PP	SLAB WEB LINE LOAD	
PP	FLOOR LIVE LOADS	: 20 PSF (REDUCIBLE)
D	PLATFORM/WALKWAY LIVE LOAD	: 100 PSF

LATERAL LOADS:

1. EARTHQUAKE DESIGN DATA =
    BASIC OCCUPANCY = II
    IMPORTANCE FACTOR/OCCUPANCY CATEGORY = 1.0
    SITE CLASS = D
    S_s = 1.500
    S_1 = 0.600
    S_{MS} = 1.500
    S_{M1} = 0.900
    S_{DS} = 1.000
    S_{D1} = 0.600
    SEISMIC DESIGN CATEGORY = D
    RESPONSE MODIFICATION FACTORS PER ASCE 7-16 TABLE 12.2-1 FOR FIXED OR BASIC BASE THERE
    R = 3.5
    Ω_0 = 3.0
    C_d = 3.5
2. WIND DESIGN DATA:
    BASIC WIND SPEED = 100MPH
    EXPOSURE = C
    ANALYSIS PROCEDURE USED: ASCE 7 METHOD 2 SIMPLE DIAPHRAGM PROCEDURE — ALL HEIGHTS

ROOF LOADS:

1. ROOFING MATERIAL/ATTENUATION DETAIL
    ROOF LIVE PRESSURE = 100 PSF/FT
    SUSPENDED MECHANICAL LOADS
    ROOF PRESSURE = 450 PSF/FT
    ROOF SNOW LOAD = 0.7 (20 PSF) PSF/FT (UNIFORM PRESSURE)
    PARKING PRESSURE = 250 PSF
    PP TRAFFIC SURFACES = 150 PSF
    COEFFICIENT OF FRICTION = 0.35

EXPOSED STRUCTURES

1. THE FOLLOWING PORTIONS OF THE PROJECT ARE EXPOSED INDUSTRIAL ITEMS AND HAVE NOT BEEN DESIGNED BY THE ENGINEER OF RECORD.
    P PIPING
    P PIPE SUPPORTS
    P MISCELLANEOUS PLATFORMS, WALKWAYS, AND SUPPORTS
    P MECHANICAL EQUIPMENT
    P MECHANICAL EQUIPMENT SUPPORTS/PIPE SUPPORTS AND ANCHORAGE
    P ELECTRICAL (UNDERGROUND OR PLANT)
    P MISCELLANEOUS METAL CANOPY
    P NON-STRUCTURAL SELF-STANDING BUILDING
2. DEFERRED SUBMITTAL ITEMS SHALL BE DESIGNED BY A CIVIL OR STRUCTURAL ENGINEER REGISTERED IN THE STATE OF CALIFORNIA AND SHALL PROVIDE CALCULATIONS STAMPED BY THE STATE OF CALIFORNIA REGISTERED ENGINEER. SHOP DRAWINGS SHALL BE SUBMITTED TO THE OWNER'S REPRESENTATIVE FOR REVIEW.
3. DEFERRED SUBMITTAL ITEMS SHALL NOT BE INSTALLED UNTIL THE ENGINEER OF RECORD HAS REVIEWED THE SUBMITTAL DOCUMENTS AND INDICATED THAT THEY HAVE BEEN REVIEWED AND THAT THEY HAVE BEEN FOUND TO BE IN GENERAL CONFORMANCE WITH THE DESIGN DOCUMENTS.

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EQUALIZATION BASIN
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GENERAL NOTES - 1

KLEINFELDER

DRAWING NO.
G005

SHEET

CONCRETE:

1. CONCRETE CONSTRUCTION SHALL CONFORM TO CHAPTER 19 OF THE CALIFORNIA BUILDING CODE, AND SITE BUILDING CODE REQUIREMENTS FOR REINFORCED CONCRETE" AND ACI 301, "SPECIFICATIONS FOR STRUCTURAL CONCRETE FOR BUILDINGS" EXCEPT AS MODIFIED BY THE SUPPLEMENTAL REQUIREMENTS CONTAINED HEREIN OR SHOWN ON THE DRAWINGS.
2. SPECIAL INSPECTION AND TESTING IS REQUIRED IN ACCORDANCE WITH SECTIONS 1704 AND 1705 OF THE CALIFORNIA BUILDING CODE AND THE "STATEMENT OF SPECIAL INSPECTIONS" ON THESE CONSTRUCTION DOCUMENTS.
3. ALL CONCRETE SHALL BE 180 PCF NORMWEIGHT, AND SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH OF 5,000 PSI AT 28 DAYS.
4. THE MAXIMUM SIZE AGGREGATE IN FOUNDATION AND WALL CONCRETE WORK SHALL BE 1 INCH. THE MAXIMUM SIZE AGGREGATE IN SLABS ON GRADE, WALLS, AND ALL OTHER CONCRETE SHALL BE 3/4 INCH. PEA GRAVEL SHALL NOT BE USED FOR STRUCTURAL CONCRETE, U.N.O.
5. CEMENT SHALL CONFORM TO ASTM C150, TYPE II/V, LOW ALKALI.
6. AGGREGATES AND ADMIXTURES SHALL CONFORM TO ASTM C94.
7. CONCRETE MIXED SHALL BE DESIGNED BY A QUALIFIED TESTING LABORATORY. THE MIX DESIGN SHALL CONFORM TO CBC CHAPTER 19 UNLESS OTHERWISE NOTED.
8. NON-STRUCTURAL FILL: EMBEDDED IN CONCRETE SHALL BE BALANCED ON PLACING. ALL EMBEDDED SOLIDIFIED AREAS SHALL BE REVIEWED PRIOR TO PLACEMENT.
9. PROVIDE 3/4" Ø CHAMFER BARS AT CORNERS OF WALL, FLOOR, AND ROOF OPENINGS AND WHERE CORNERS OF FLOORS.
10. PROVIDE WATERSTOPS IN ALL BELOW GRADE FOUNDATION WALL CONSTRUCTION JOINTS.
11. READY MIXED CONCRETE SHALL CONFORM TO ASTM C94.
12. PLACEMENT OF CONCRETE SHALL CONFORM TO ACI 304. CLEAN AND BROOMED TO 1/4" AMPLITUDE FOR ALL CONCRETE SURFACES AGAINST WHICH CONCRETE IS TO BE PLACED.
13. ALL EXPOSED CONCRETE SHALL HAVE A SMOOTH FORM FINISH USING D-2 PLYWOOD, CLASS 1, EXT-APA PLYWOOD.
14. ALL BLADE SHALL HAVE A CHAMFER, FINISH EXCEPT AS NOTED ON THE DRAWINGS.
15. ALL REINFORCING STEEL, ANCHOR BOLTS, DOWELS, AND SHOCKS SHALL BE WELL SECURED IN POSITION PRIOR TO PLACING CONCRETE.
16. IF THE CONTRACTOR DESIRES TO MAKE ANY CONSTRUCTION JOINTS OTHER THAN THOSE SHOWN ON THESE DRAWINGS, THEY SHALL SUBMIT DETAILS OF CHANGES TO THE ENGINEER OF RECORD FOR REVIEW BEFORE STARTING WORK.
17. NO BRICK OR FOREIGN MATERIAL SHALL BE USED TO SUPPORT FOUNDATION STEEL OFF THE GROUND.
18. PROVIDE 3/4 INCH CHAMFER ON ALL EXPOSED CONCRETE CORNERS, U.N.O.
19. SLEEVE, PLUGGING, UNDERPASS IN SLABS WITH NON-SHRINKAGE SLEEVE BEFORE PLACING CONCRETE AND SEAL WATERPROOF AROUND SLEEVES.
20. ALL REINFORCING SHALL SHALL BE PROVIDED WITH THE FOLLOWING CONCRETE BEARING COVER:

FOOTINGS CAST AGAINST EARTH	3"
FORMED CONCRETE EXPOSED TO EARTH, WEATHER, OR LIQUID	
#6 AND GREATER	2"
#5 AND LESS	1 1/2"
WALLS, TOPS	1"
SLABS (JOIST AND SHALLOW)	3/4"

21. CONCRETE CURING: TYPICALLY REQUIRED A MINIMUM OF 7 DAYS.

REINFORCING STEEL:

1. ALL REINFORCING STEEL SHALL BE PLACED IN CONFORMANCE WITH THE CRSI, "MANUAL OF STANDARD PRACTICE" AS THE CODE OR AS ADOPTED BY THE JURISDICTIONAL AUTHORITY.
2. SPECIAL INSPECTION AND TESTING IS REQUIRED IN ACCORDANCE WITH SECTIONS 1704 AND 1705 OF THE CALIFORNIA BUILDING CODE AND THE "STATEMENT OF SPECIAL INSPECTIONS" ON THESE CONSTRUCTION DOCUMENTS.
3. REINFORCING BARS SHALL CONFORM TO ASTM A615, DEFORMED GRADE 60, REINFORCING BARS THAT ARE TO BE WELDED SHALL CONFORM TO ASTM A706, DEFORMED GRADE 60.
4. DETAILS OF REINFORCEMENT SHALL COMPLY WITH ACI 318 (LATEST EDITION).
5. WELDING OF REINFORCEMENT SHALL BE IN ACCORDANCE WITH AWS D1.4/D1.4M WITH LOW HYDROGEN ELECTRODES AND STRUCTURAL WELDING CODE REINFORCING STEEL SHALL CONFORM TO AWS / ANSI D1.4- MINIMUM TENSILE STRENGTH OF WELD METAL SHALL BE 80 KSI. ALL WELDING SHALL BE PERFORMED BY CERTIFIED WELDERS.
6. REINFORCING BARS FOR COLUMNS AND REINFORCING IN SEISMIC ELEMENTS INCLUDING SHEAR WALL VERTICAL REINFORCING STEEL, HEADED STUDS, SHEAR AND COLUMNS, AND DIAPHRAGM CHORD BARS SHALL CONFORM TO ASTM A706, GRADE 60, U.N.O.
7. ALL REINFORCING FOR BENDS SHALL BE MADE COLD, UNLESS OTHERWISE PERMITTED BY THE BUILDING OFFICIAL.
8. SPLICES AND TYPES SHALL CONFORM TO ASTM A185, AND SHALL BE LAPPED 1 1/2 TIMES THE TYPICAL DEVELOPMENT LENGTH.
9. DOWELS BETWEEN FOOTINGS AND WALLS OR COLUMNS SHALL BE LAPPED WITH THE BAR BENDS, SIZE, SPACING, AND HEADED AS THE VERTICAL REINFORCEMENT.
10. REINFORCING SPLICES SHALL BE MADE AS INDICATED ON THE DRAWINGS.
11. ALL VERTICAL REINFORCING SHALL BE CONTINUOUS BETWEEN TWO LEVELS, UNLESS OTHERWISE NOTED.
12. BAGS OR SPACER REINFORCING SHALL BE FASTENED AT MID-DEPTH, UNLESS OTHERWISE NOTED.
13. PROVIDE 24" SPACER TIES AT 3'-0" ON CENTER IN ALL BEAMS AND FOOTINGS TO SECURE REINFORCING BAR IN PLACE, UNLESS OTHERWISE NOTED.
14. TOPPER AND CONCRETE SLABS TO BE FABRICATED AND PROPERLY TIED DUCTING, SLEEVING, OR DISPLACEMENT OF REINFORCEMENT PRIOR TO PROPER LOCATION WILL NOT BE ENCLOSED.
15. REINFORCING BAR LAP SPLICES SHALL NOT BE PERMITTED IN MOMENT FRAMES OR SHEAR WALLS UNLESS SPECIFICALLY DETAILED ON THE STRUCTURAL DRAWINGS OR APPROVED BY THE ENGINEER IN WRITING.
16. REINFORCING BAR LAP SPLICES SHALL NOT BE PERMITTED IN MOMENT FRAMES OR SHEAR WALLS UNLESS SPECIFICALLY DETAILED ON THE STRUCTURAL DRAWINGS OR APPROVED BY THE ENGINEER IN WRITING.
17. ALL REINFORCEMENT SHALL BE CENTERED ON MEMBER UNLESS OTHERWISE INDICATED.

STRUCTURAL OBSERVATION:

1. PER CBC CHAPTER 17 SECTION 1704, THE OWNER SHALL EMPLOY A LICENSED DESIGNER RESPONSIBLE FOR THE STRUCTURAL DESIGN, OR HIS REPRESENTATIVE DESIGNATED TO MAKE SITE VISITS TO OBSERVE GENERAL COMPLIANCE WITH THE APPROVED STRUCTURAL PLANS. INSPECTIONS SHALL INCLUDE, BUT NOT BE LIMITED TO, THE FOLLOWING. THE OWNER'S REPRESENTATIVE SHALL SUBMIT A WRITTEN STATEMENT THAT THE SITE VISIT HAS BEEN MADE AND THAT ANY NONCONFORMITY NOTED HAVE BEEN RESOLVED. A FINAL OBSERVATION REPORT SHALL NOT RELEASE OR WAIVE THE INSPECTIONS REQUIRED BY SECTIONS 110, 1704, 1705 OR OTHER PROVISIONS OF THE CBC, OR CONSTITUTE FINAL APPROVAL BY THE BUILDING OFFICIAL. PRIOR TO THE COMPLETION OF ANY WORK THAT REQUIRES OBSERVATIONS, STRUCTURAL OBSERVATIONS ARE REQUIRED FOR THE FOLLOWING WORK PERFORMED BY THE CONTRACTOR:
   a. SIZE OF FOUNDATION REINFORCEMENT PRIOR TO FIRST CONCRETE PLACEMENT FOR EACH STRUCTURE.
   b. SIZE OF WALL REINFORCEMENT PRIOR TO FIRST CONCRETE PLACEMENT FOR EACH STRUCTURE.
   c. SIZE OF SUPERSTRUCTURE FLOOR REINFORCEMENT PRIOR TO FIRST CONCRETE PLACEMENT/PAN OF ANY SUPERSTRUCTURE FRAMING FOR EACH STRUCTURE.
   d. SIZE OF ROOF REINFORCEMENT PRIOR TO FIRST CONCRETE PLACEMENT/ROOF OF ROOF FRAMING FOR EACH STRUCTURE.

CITY OF BANNING, CA
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EQUALIZATION BASIN
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AQUA ENGINEERING

DRAWING NO.
G006

STATEMENT OF SPECIAL INSPECTIONS

REQUIRED VERIFICATION AND INSPECTION OF SOILS	CONTINUOUS INSPECTION	PERIODIC INSPECTION
VERIFICATION AND INSPECTION		
1. VERIFY MATERIALS BELOW SHALLOW FOUNDATIONS ARE ADEQUATE TO ACHIEVE THE DESIGN BEARING CAPACITY.	–	X
2. VERIFY EXCAVATIONS ARE EXTENDED TO PROPER DEPTH AND HAVE REACHED PROPER MATERIAL.	–	X
3. PERFORM CLASSIFICATION AND TESTING OF COMPACTED FILL MATERIALS.	–	X
4. VERIFY USE OF PROPER MATERIALS, DENSITIES, AND LIFT THICKNESS DURING PLACEMENT AND COMPACTION OF COMPACTED FILL.	X	–
5. PRIOR TO PLACEMENT OF COMPACTED FILL, OBSERVE SUBGRADE AND VERIFY THAT SITE HAS BEEN PREPARED PROPERLY.	–	X

REQUIRED VERIFICATION AND INSPECTION OF CONCRETE CONSTRUCTION	CONTINUOUS INSPECTION	PERIODIC INSPECTION
1. INSPECTION OF REINFORCING STEEL, AND PLACEMENT.	–	X
2. REINFORCING BAR WELDING		
a. VERIFY WELDABILITY OF REINFORCING BARS OTHER THAN ASTM A706.	–	X
b. DURING WELDING OF REINFORCING BARS		
b/1&2 AND	–	X
a. INSPECT ALL OTHER WELDS.	X	–
3. INSPECTION ANCHORS CAST IN CONCRETE.	X	–
4. INSPECTION ANCHORS POST-INSTALLED IN HARDENED CONCRETE MEMBERS.		
a. ADHESIVE ANCHORS INSTALLED IN HORIZONTALLY OR UPWARDLY INCLINED ORIENTATIONS TO RESIST SUSTAINED TENSION LOADS.	X	–
b. MECHANICAL ANCHORS AND ADHESIVE ANCHORS NOT DEFINED IN 4.a.	–	X
5. VERIFYING USE OF REQUIRED DESIGN MIX.	–	X
6. AT THE TIME FRESH CONCRETE IS SAMPLED TO FABRICATE SPECIMENS FOR STRENGTH TESTS, AND PERFORM SLUMP AND AIR CONTENT TESTS, AND DETERMINE THE TEMPERATURE OF THE CONCRETE.	X	–
7. INSPECTION OF CONCRETE PLACEMENT FOR PROPER APPLICATION TECHNIQUES.	X	–
8. INSPECTION FOR MAINTENANCE OF SPECIFIED CURING TEMPERATURE AND TECHNIQUES.	–	X
9. INSPECTION OF PRESTRESSED CONCRETE FOR APPLICATION OF PRESTRESSING FORCES AND GROUTING OF BONDED PRESTRESSING TENDONS.	–	X
10. VERIFICATION OF IN-SITU CONCRETE STRENGTH PRIOR TO REMOVAL OF SHORES AND FORMS FROM BEAMS AND STRUCTURAL SLABS.	–	X
11. INSPECT FORMWORK FOR SHAPE, LOCATION, AND DIMENSIONS OF THE CONCRETE MEMBER BEING FORMED.	–	X

SPECIAL INSPECTION PROGRAM – APPLIES TO ALL TASKS

THE SPECIAL INSPECTIONS LISTED ARE IN ADDITION TO THE CALLED INSPECTIONS REQUIRED BY LATEST EDITION OF THE CALIFORNIA BUILDING CODE (CBC). SPECIAL INSPECTIONS SHOWN ON PLANS ARE, IN ADDITION TO, AND NOT ELIMINATE THE INSPECTIONS REQUIRED TO BE PERFORMED BY THE BUILDING INSPECTOR OR BUILDING OFFICIAL. THE CONTRACTOR IS RESPONSIBLE FOR THE QUALITY AND SAFETY OF CONSTRUCTION, AND THUS IS RESPONSIBLE FOR THE QUALITY CONTROL OF CONSTRUCTION ON WORK AS SPECIFIED IN THE CONTRACT DOCUMENTS.

A. PERFORM SPECIAL INSPECTION AND TESTING FOR SEISMIC AND WIND RESISTANCE AS REQUIRED BY CBC SECTIONS 1704, AND 1705.

B. THE SPECIAL INSPECTION MUST BE APPROVED BY THE GOVERNING JURISDICTION, TO PERFORM THE TYPE OF SERVICES SPECIFIED.

EXCEPTIONS:
1. WORK INSPECTIONS BY THE HISTORICAL SITES DIVISION OF NATIONAL PARK SERVICE, REGIONAL OFFICE, OR ARCHITECT OF RECORD, WHEN APPROVED BY THE BUILDING INSPECTOR.

C. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO NOTIFY THE SPECIAL INSPECTOR OR INSPECTION AGENCY AT LEAST ONE WORKING DAY PRIOR TO PERFORMING ANY WORK THAT REQUIRES SPECIAL INSPECTION.

D. ESPECIALLY DISPUTED WORK THAT IS REFUSED OR ORDERED WITHOUT THE APPROVAL OF THE INSPECTOR IS SUBJECT TO REMOVAL OR EXPOSURE.

E. THE CONSTRUCTION MATERIALS TESTING LABORATORY MUST BE APPROVED BY THE GOVERNING JURISDICTION, FOR TESTING OF MATERIALS, SYSTEMS, COMPONENTS AND EQUIPMENTS.

F. A PERSONNEL CONSULT IN FINAL REPORTS OF WORK REQUIRING SPECIAL INSPECTION SHALL BE SUBMITTED BY THE INSPECTOR AGENCY (PROJECT OWNER'S AGENT OF RECORD), ARCHITECT OF RECORD, OR ENGINEER OF RECORD AND DELIVERED TO THE INSPECTION SERVICES DIVISION.

G. AN APPLICATION TO PERFORM OFF-SITE FABRICATION MUST BE SUBMITTED TO THE INSPECTION SERVICES DIVISION FOR APPROVAL PRIOR TO FABRICATING.

H. A CERTIFICATE OF COMPLIANCE OF OFF-SITE FABRICATORS MUST BE COMPLETED AND SUBMITTED TO THE INSPECTION SERVICES DIVISION PRIOR TO SHIPPING OF PREFABRICATED COMPONENTS.

I. FABRICATORS MUST BE REGISTERED AND APPROVED BY THE GOVERNING JURISDICTION FOR THE FABRICATION OF MEMBERS AND ASSEMBLIES ON THE PREMISES OF THE FABRICATOR'S SHOP.

J. THE SPECIAL INSPECTOR MUST BE CERTIFIED BY THE GOVERNING JURISDICTION TO THE CATEGORY OF WORK REQUIRED TO HAVE SPECIAL INSPECTION.

K. FABRICATION OF WELDMENTS AND ASSEMBLIES DONE IN A FABRICATOR'S SHOP SPECIALLY APPROVED BY THE GOVERNING BODY MUST HAVE SHOP WELDS INSPECTED BY PERSONS APPROVED FOR INSPECTION OF FABRICATION. THE APPROVED PERSONS SHALL FOLLOW THE INSPECTION OF EQUIVALENT FORCE TO INSPECTION SERVICES.

L. CONTRACTOR RESPONSIBILITY PER CBC SECTION 1704.4 :
EACH CONTRACTOR RESPONSIBLE FOR THE CONSTRUCTION OF A MAIN WIND OR SEISMIC FORCE-RESISTING SYSTEM, DESIGNATED SEISMIC SYSTEM OR A WIND OR SEISMIC RESISTING COMPONENT LISTED IN THE STATEMENT OF SPECIAL INSPECTIONS SHALL SUBMIT A WRITTEN STATEMENT OF RESPONSIBILITY TO THE BUILDING OFFICIAL AND TO THE OWNER PRIOR TO THE COMMENCEMENT OF WORK ON THE SYSTEM OR COMPONENT. THE CONTRACTOR'S STATEMENT OF RESPONSIBILITY SHALL CONTAIN ACKNOWLEDGEMENT OF AWARENESS OF THE SPECIAL REQUIREMENTS CONTAINED IN THE STATEMENT OF SPECIAL INSPECTIONS OF CBC SECTION 1704.

BUSINESS MATTERS:

1. THE SPECIAL INSPECTOR SHALL FURNISH INSPECTION REPORTS TO THE BUILDING OFFICIAL AND TO THE ENGINEER(S) DESIGNATED PROFESSIONAL IN RESPONSIBLE CHARGE.
2. SPECIAL INSPECTIONS REQUIRED SHALL VERIFY THAT THE WORK APPROVED WAS ACCOMPLISHED IN CONFORMANCE WITH THE APPROVED CONSTRUCTION DOCUMENTS.
3. NONCONFORMANCE SHALL BE REPORTED TO THE IMMEDIATE ATTENTION OF THE CONTRACTOR FOR CORRECTION.
4. IF NONCONFORMANCE ARE NOT CORRECTED, THE NONCONFORMANCE SHALL BE REPORTED TO THE ATTENTION OF THE BUILDING INSPECTOR AND THE ENGINEER(S) DESIGNATED PROFESSIONAL IN RESPONSIBLE CHARGE PRIOR TO COMPLETION OF THAT PHASE OF WORK.
5. A FINAL REPORT DOCUMENTING THE REQUIRED SPECIAL INSPECTIONS AND CORRECTION OF ANY NONCONFORMANCE NOTED IN THE INSPECTIONS SHALL BE SUBMITTED BY OR ON BEHALF OF THE CONTRACTOR TO THE PERMIT APPLICANT AND THE BUILDING OFFICIAL PRIOR TO THE FINAL OF WORK.

CONCRETE AND MASONRY INSPECTIONS:

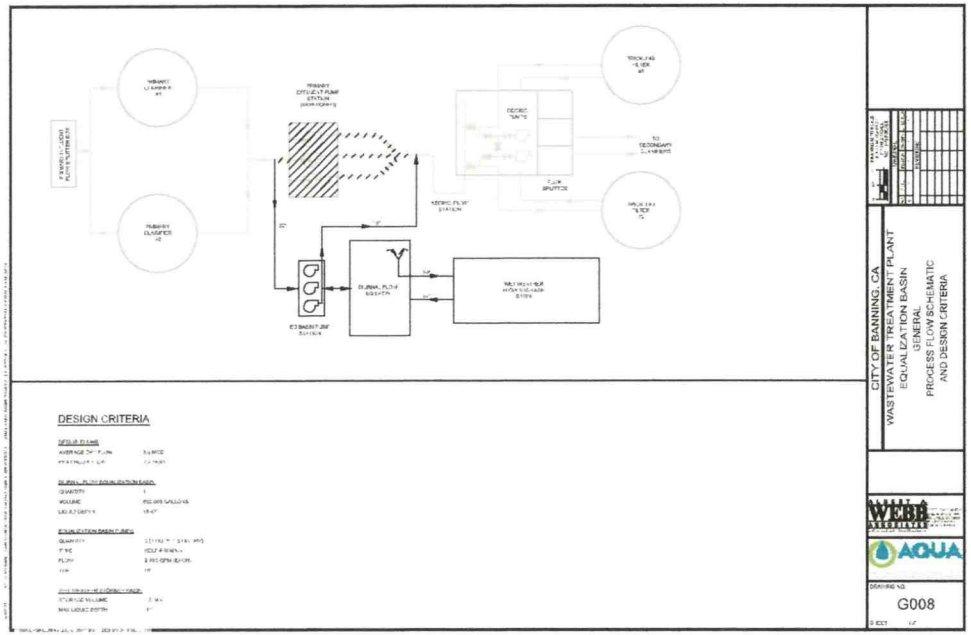
1. WHERE CONTINUOUS SPECIAL INSPECTION IS REQUIRED, THE SPECIAL INSPECTOR SHALL CONTINUOUSLY PERFORM FULL-TIME OBSERVATION OF THE WORK.
2. WHERE PERIODIC SPECIAL INSPECTION IS REQUIRED, THE SPECIAL INSPECTOR SHALL PERFORM OBSERVATIONS THAT THE PERIODIC INSPECTIONS HAS PERFORMED.

CITY OF BANNING, CA
WASTEWATER TREATMENT PLANT
EQUALIZATION BASIN
STRUCTURAL
GENERAL NOTES - 3

KLEINFELDER

AQUA ENGINEERING

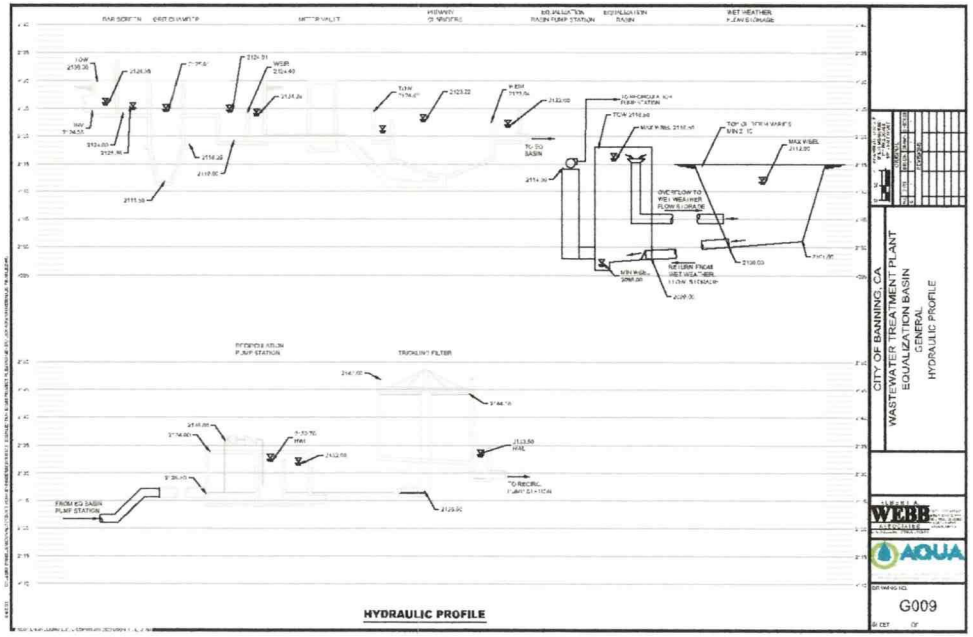
DRAWING NO.
G007



DESIGN CRITERIA

CITY OF BANNING, CA
WASTEWATER TREATMENT PLANT
EQUALIZATION BASIN
GENERAL
PROCESS FLOW SCHEMATIC AND DESIGN CRITERIA

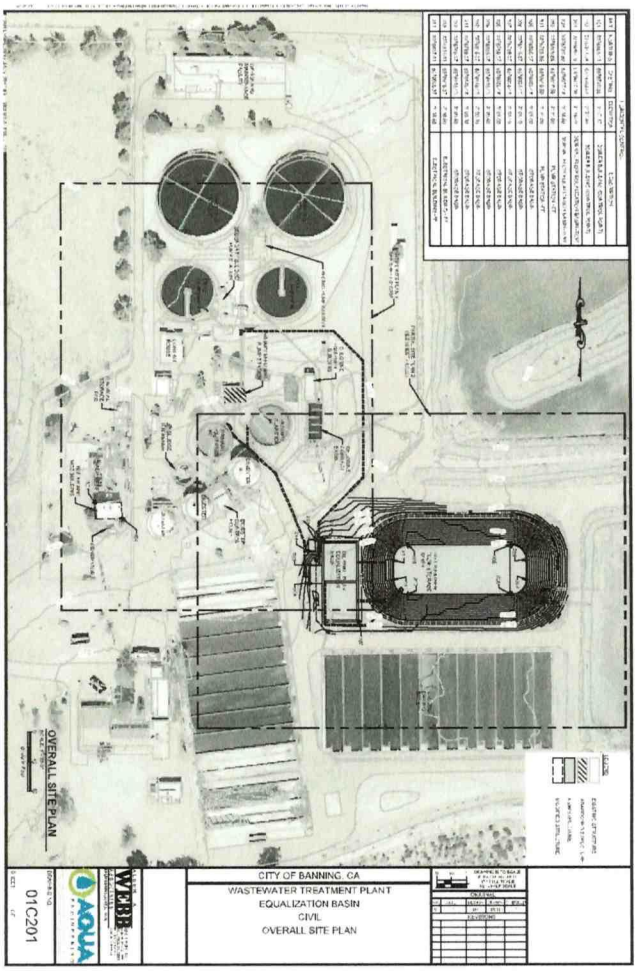
DRAWING NO.
G008



HYDRAULIC PROFILE

CITY OF BANNING, CA
WASTEWATER TREATMENT PLANT
EQUALIZATION BASIN
GENERAL
HYDRAULIC PROFILE

DRAWING NO.
G009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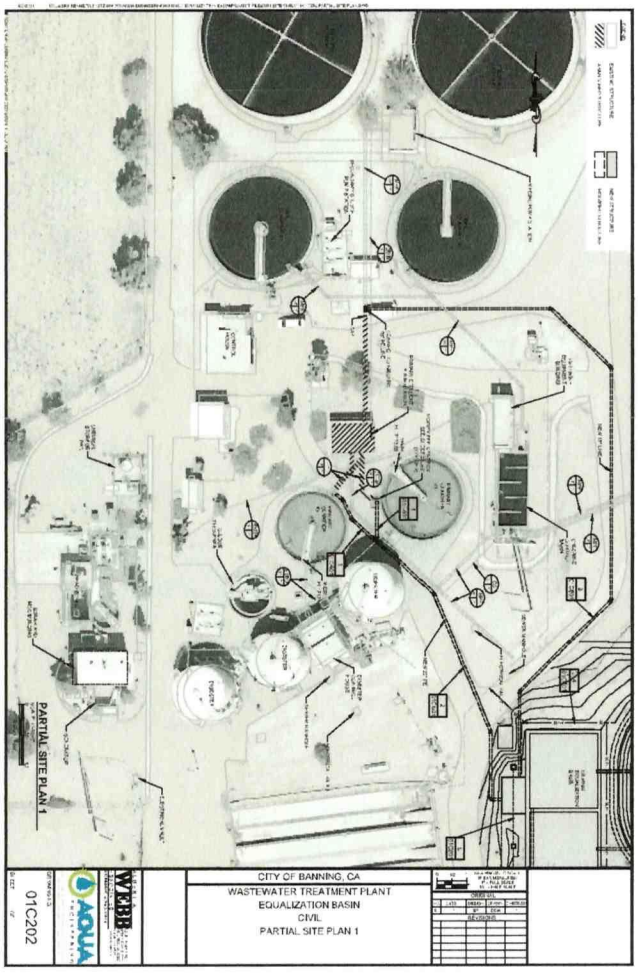
CITY OF BANNING, CA
WASTEWATER TREATMENT PLANT
EQUALIZATION BASIN
CIVIL
OVERALL SITE PLAN
01C201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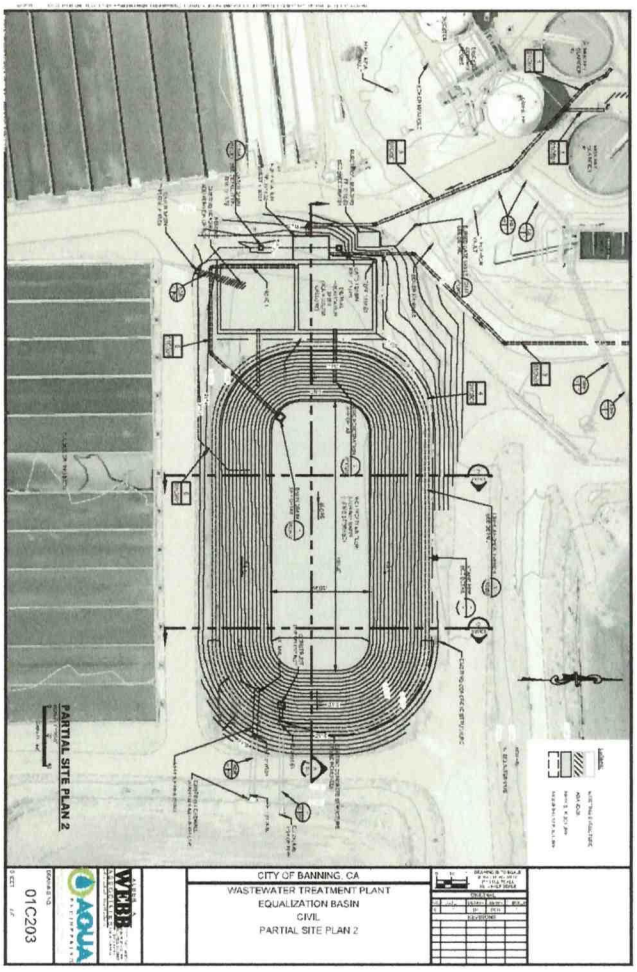
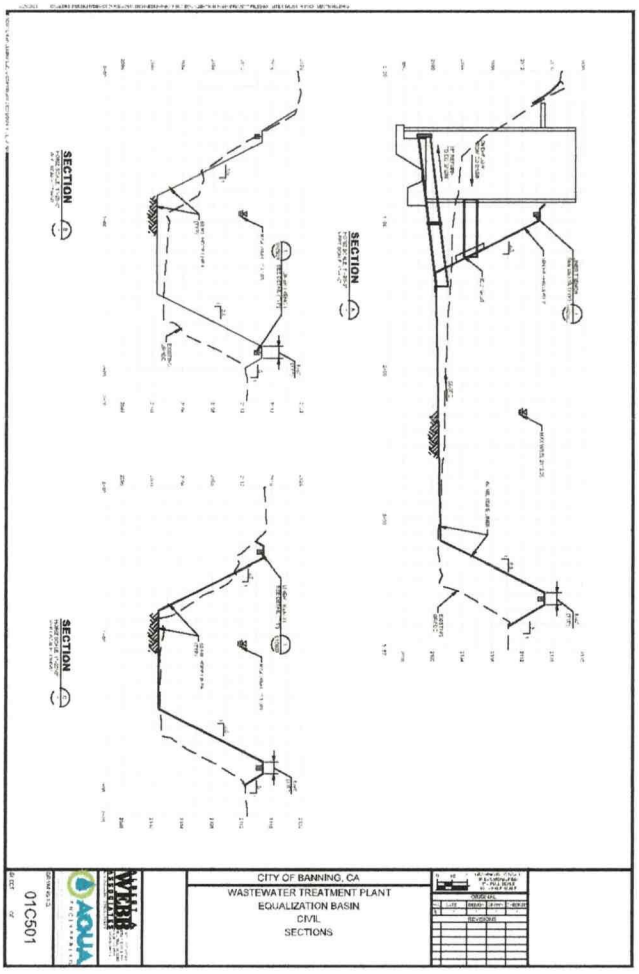
CITY OF BANNING, CA
WASTEWATER TREATMENT PLANT
EQUALIZATION BASIN
CIVIL
PARTIAL SITE PLAN 1
01C202


PARTIAL SITE PLAN 2
CITY OF BANNING, CA
WASTEWATER TREATMENT PLANT
EQUALIZATION BASIN
CIVIL
PARTIAL SITE PLAN 2
01C203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SECTION
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CITY OF BANNING, CA
WASTEWATER TREATMENT PLANT
EQUALIZATION BASIN
CIVIL
SECTIONS
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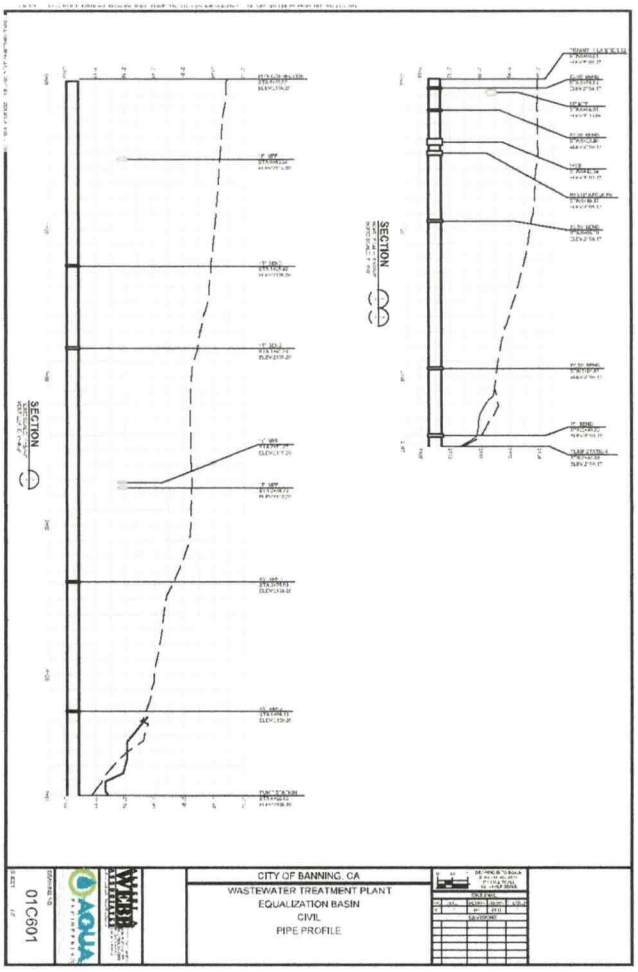
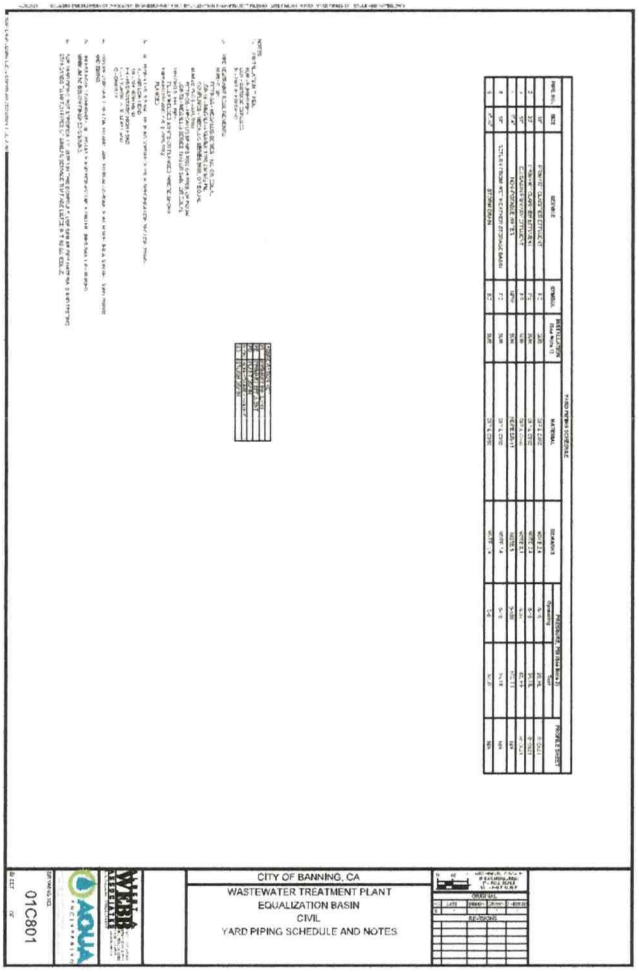


CITY OF BANNING, CA
WASTEWATER TREATMENT PLANT
EQUALIZATION BASIN
CIVIL
PIPE PROFILE

01C601

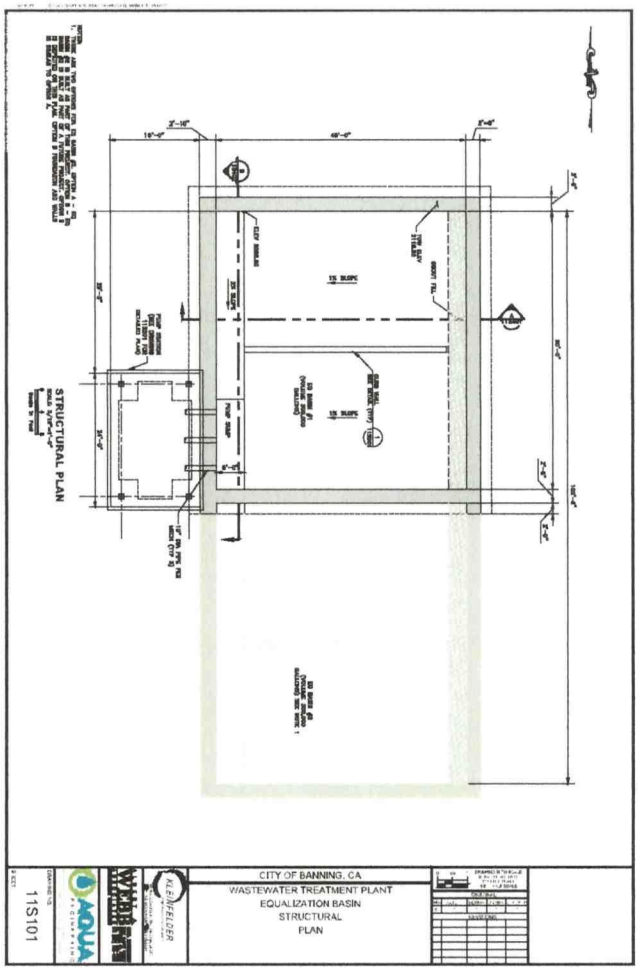


CITY OF BANNING, CA
WASTEWATER TREATMENT PLANT
EQUALIZATION BASIN
CIVIL
YARD PIPING SCHEDULE AND NOTES

01C801

PHOTO
PHOTO
REHAB PLAN
CITY OF BANNING
2242 E. CHARLES ST, BANNING, CA
EQUALIZATION BASIN
CIVIL
PRIMARY CLARIFIER REHABILITATION
01C901

TYPICAL POND LINER ANCHOR TRENCH
TYPICAL PIPE PENETRATION THROUGH LINER
CITY OF BANNING, CA
WASTEWATER TREATMENT PLANT
EQUALIZATION BASIN
CIVIL
DETAILS
01C902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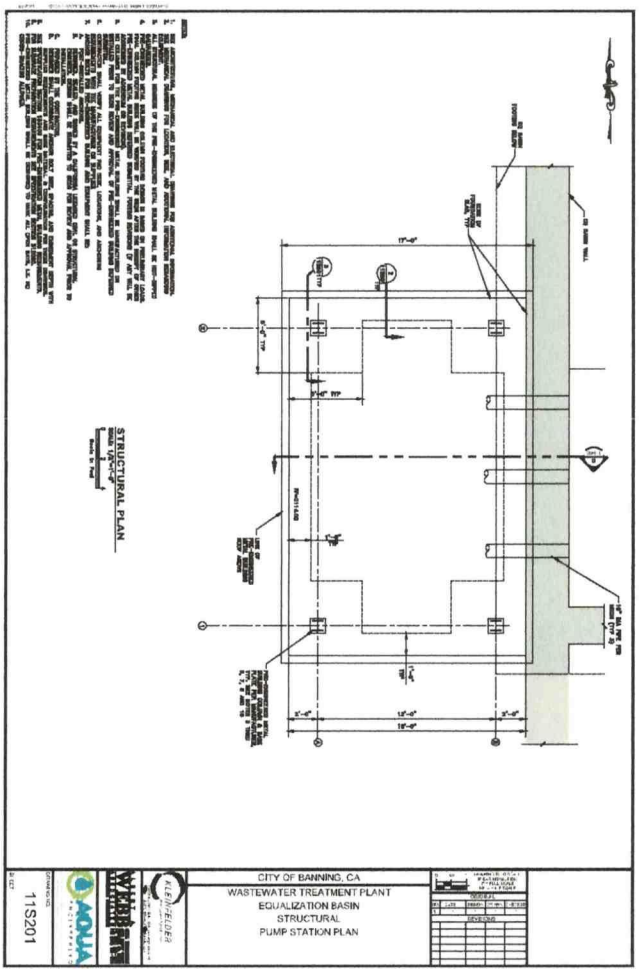
CITY OF BANNING, CA
WASTEWATER TREATMENT PLANT
EQUALIZATION BASIN
STRUCTURAL
PLAN
11S101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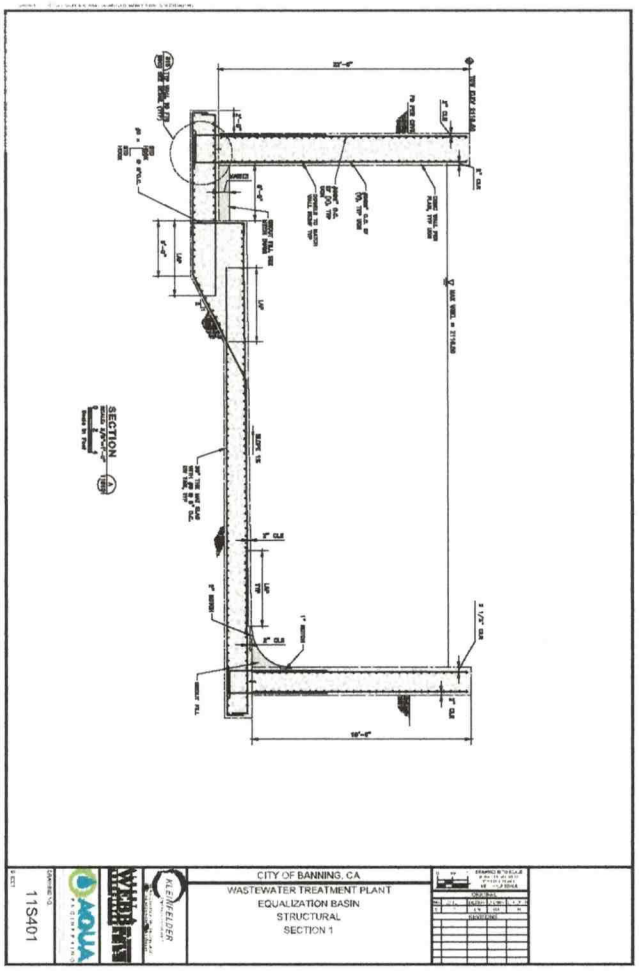
CITY OF BANNING, CA
WASTEWATER TREATMENT PLANT
EQUALIZATION BASIN
STRUCTURAL
PUMP STATION PLAN
11S201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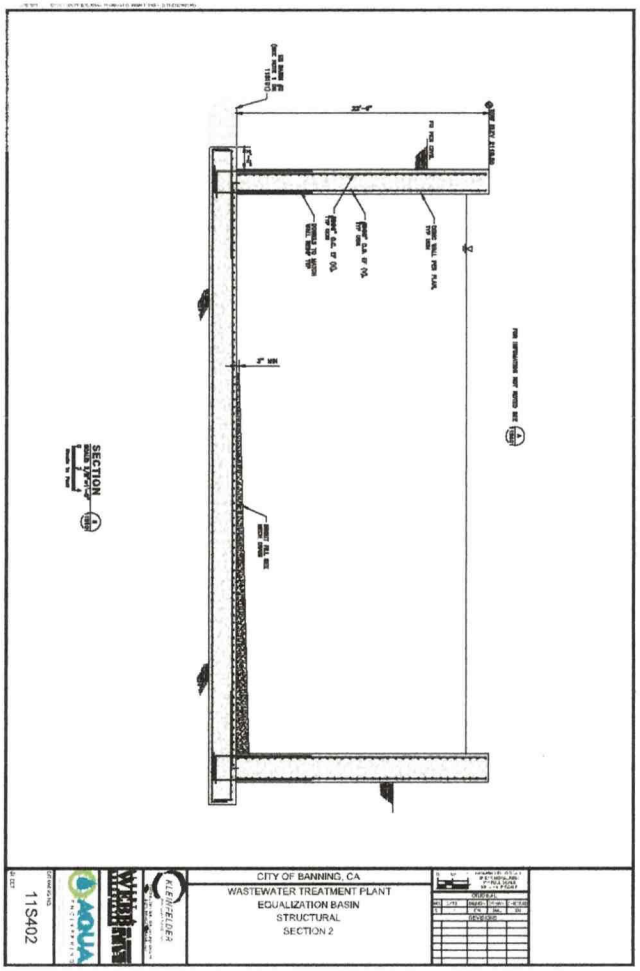
WASTEWATER TREATMENT PLANT
EQUALIZATION BASIN
STRUCTURAL
SECTION 1
11S401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WASTEWATER TREATMENT PLANT
EQUALIZATION BASIN
STRUCTURAL
SECTION 2
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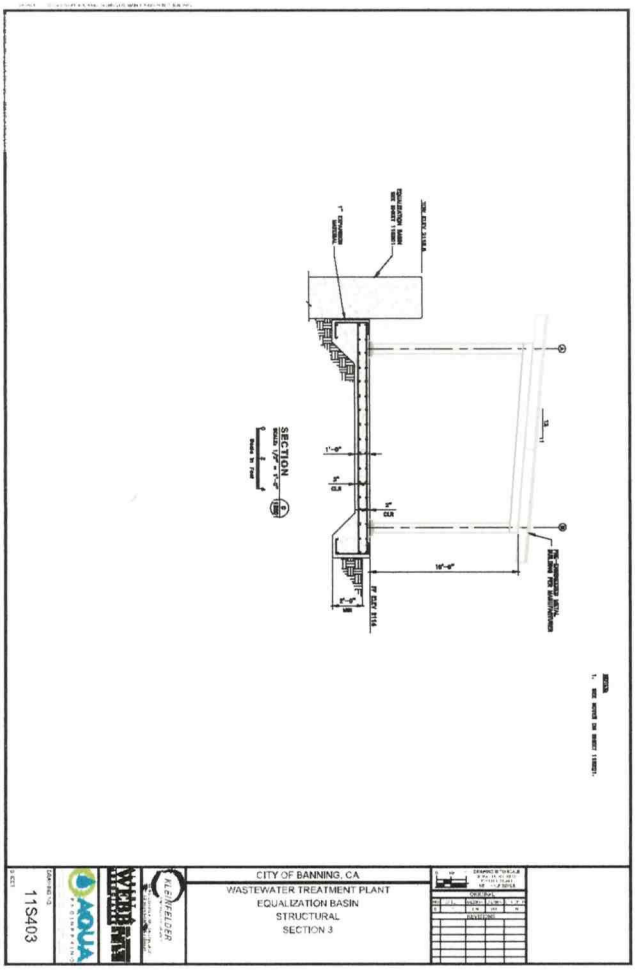
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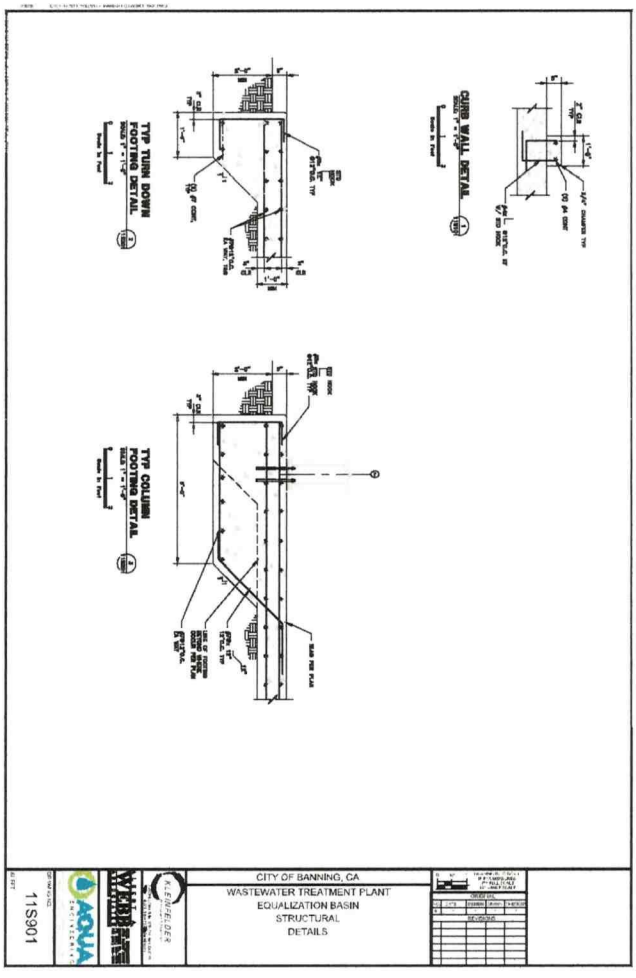
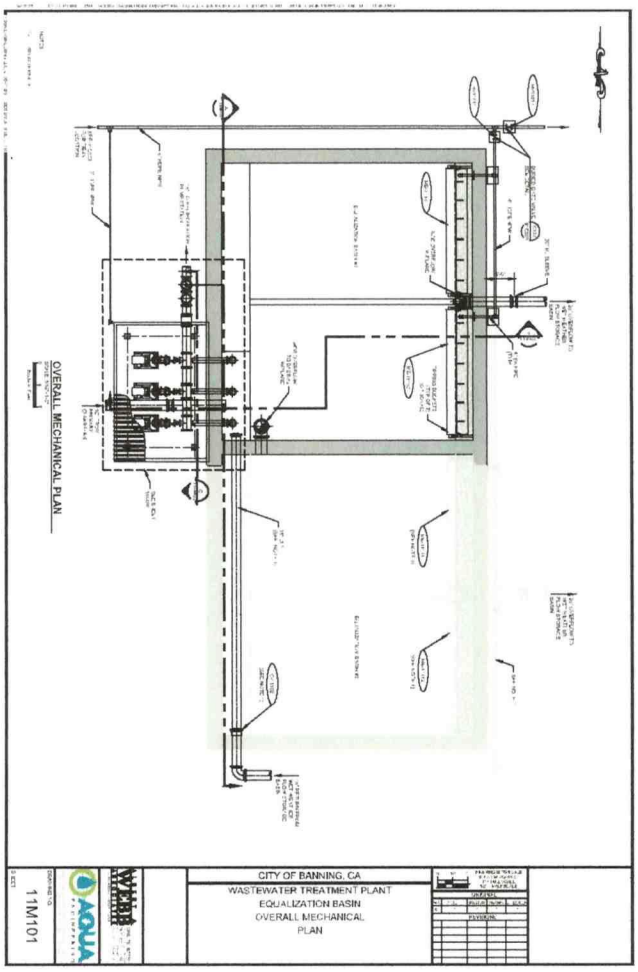
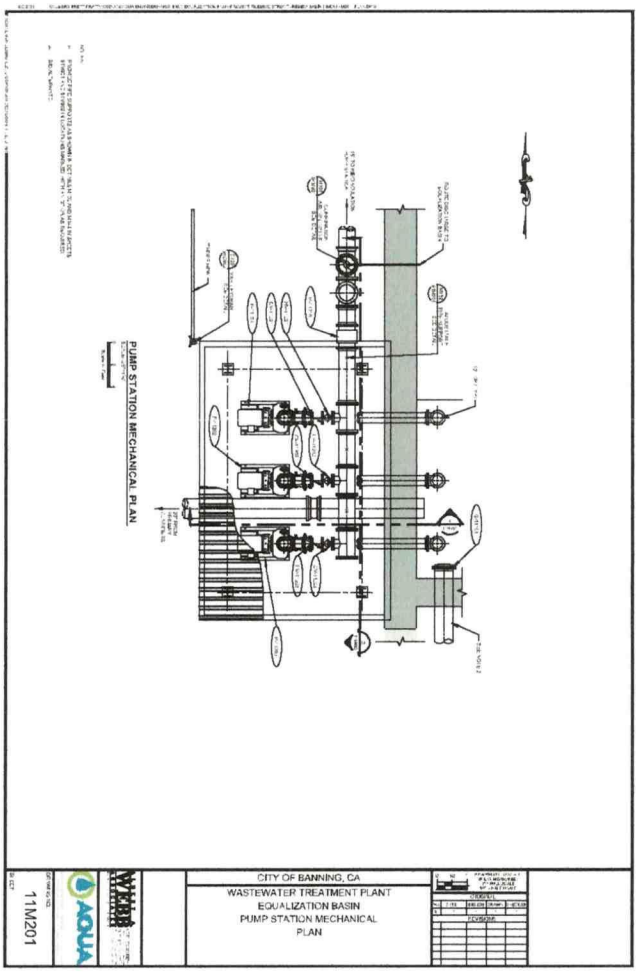
WASTEWATER TREATMENT PLANT
EQUALIZATION BASIN
STRUCTURAL
SECTION 3
11S403


TYP TURN DOWN FOOTING DETAIL
CURB WALL DETAIL
TYP COLUMN FOOTING DETAIL
CITY OF BANNING, CA
WASTEWATER TREATMENT PLANT
EQUALIZATION BASIN
STRUCTURAL
DETAILS
11S901


OVERALL MECHANICAL PLAN
CITY OF BANNING, CA
WASTEWATER TREATMENT PLANT
EQUALIZATION BASIN
OVERALL MECHANICAL
PLAN
11M101


PUMP STATION MECHANICAL PLAN
CITY OF BANNING, CA
WASTEWATER TREATMENT PLANT
EQUALIZATION BASIN
PUMP STATION MECHANICAL
PLAN
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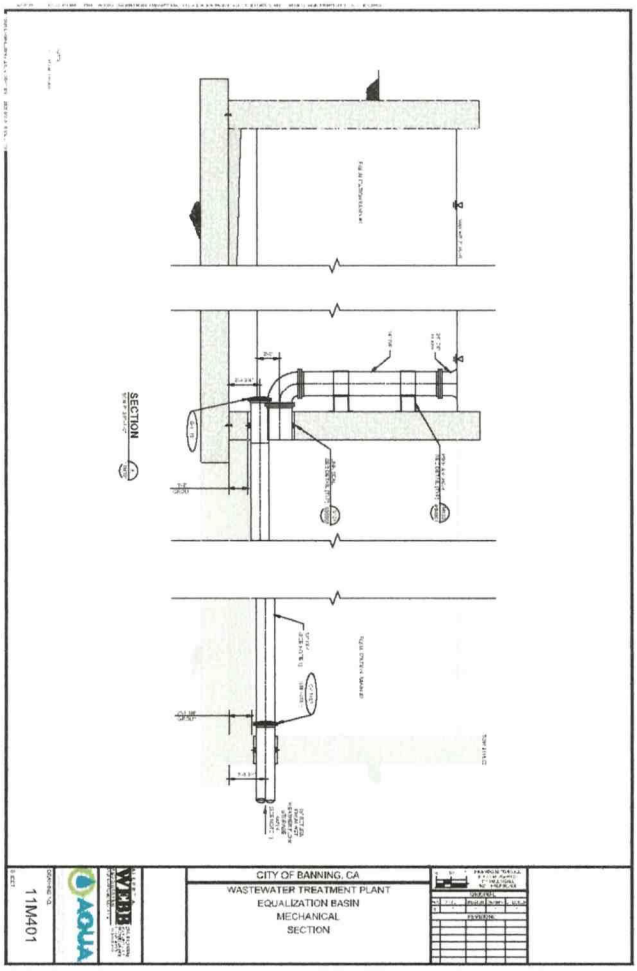
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WASTEWATER TREATMENT PLANT
EQUALIZATION BASIN
MECHANICAL
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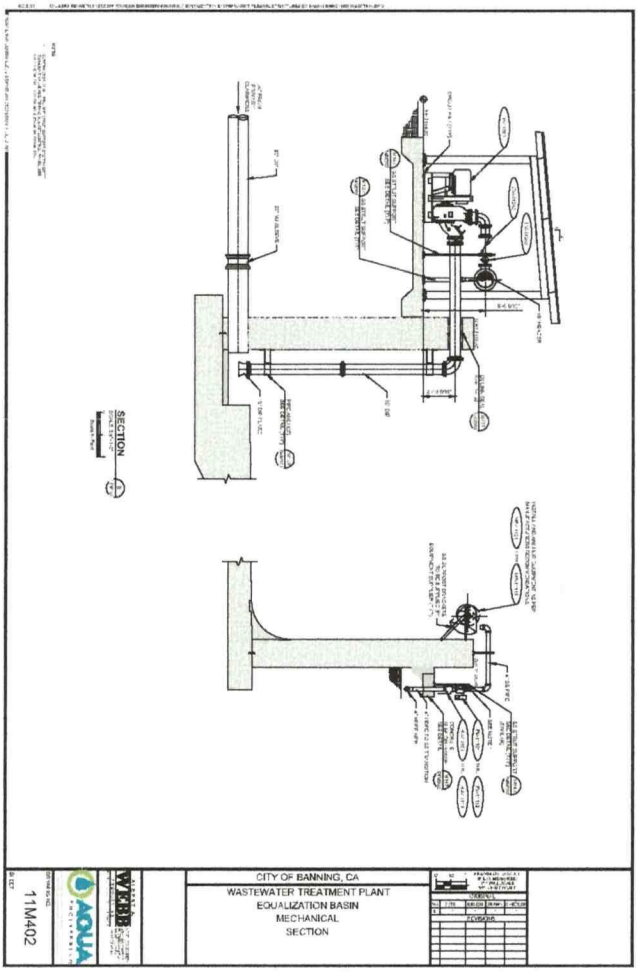
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WASTEWATER TREATMENT PLANT
EQUALIZATION BASIN
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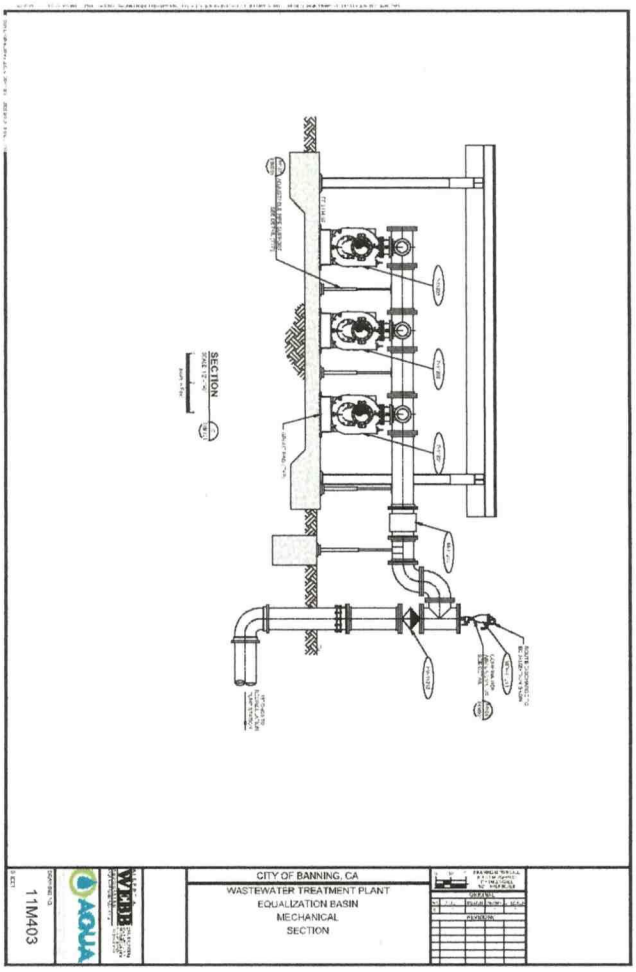
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WASTEWATER TREATMENT PLANT
EQUALIZATION BASIN
MECHANICAL
SECTION
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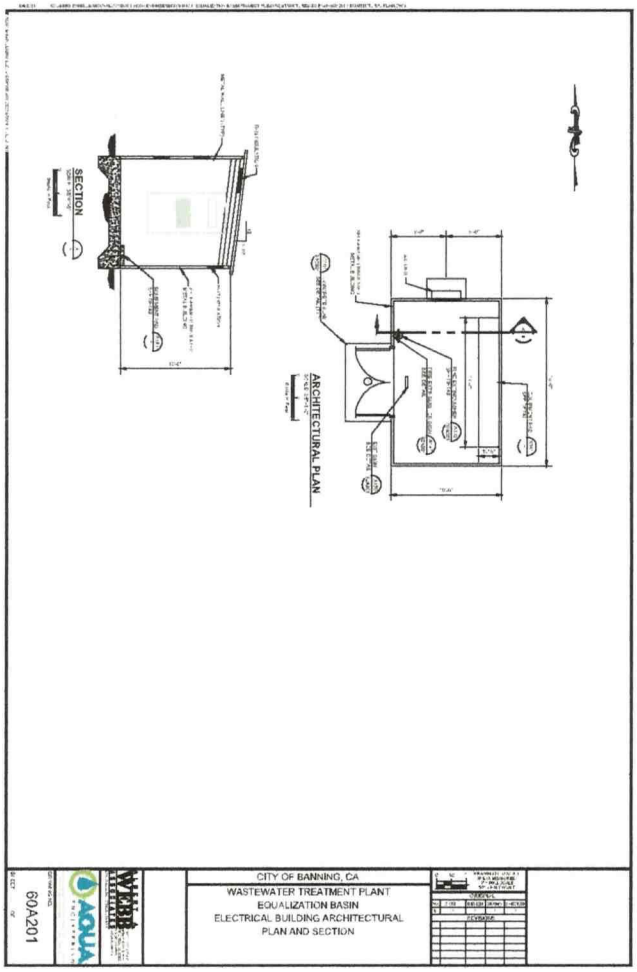
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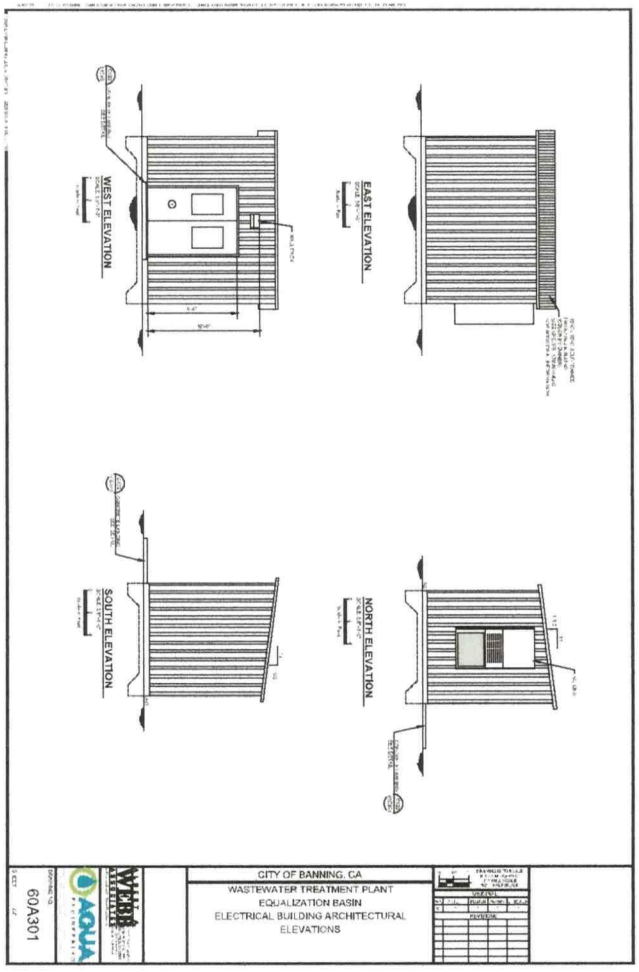
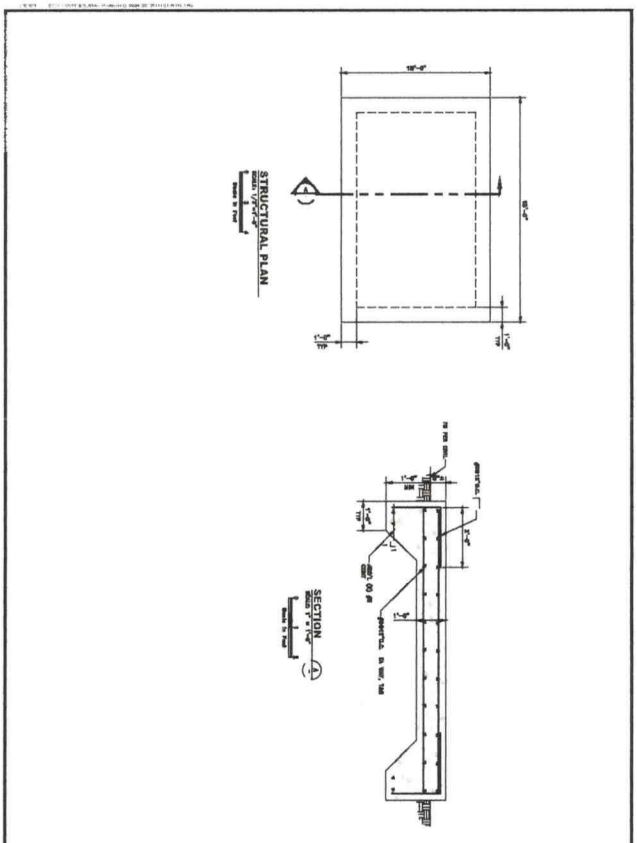
CITY OF BANNING, CA
WASTEWATER TREATMENT PLANT
EQUALIZATION BASIN
ELECTRICAL BUILDING ARCHITECTURAL
PLAN AND SECTION
60A201



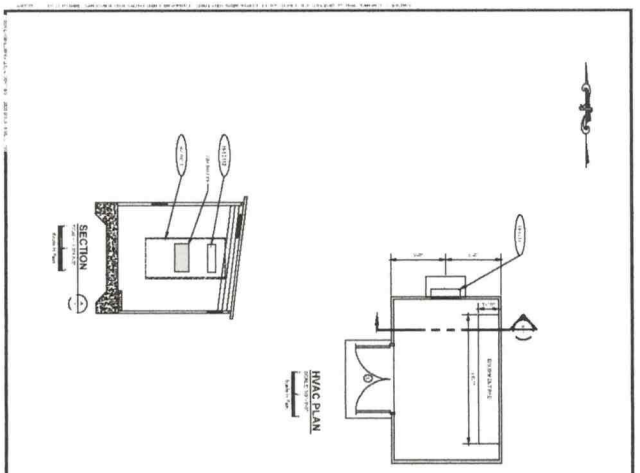
CITY OF BANNING, CA
WASTEWATER TREATMENT PLANT
EQUALIZATION BASIN
ELECTRICAL BUILDING ARCHITECTURAL
ELEVATIONS

60A301



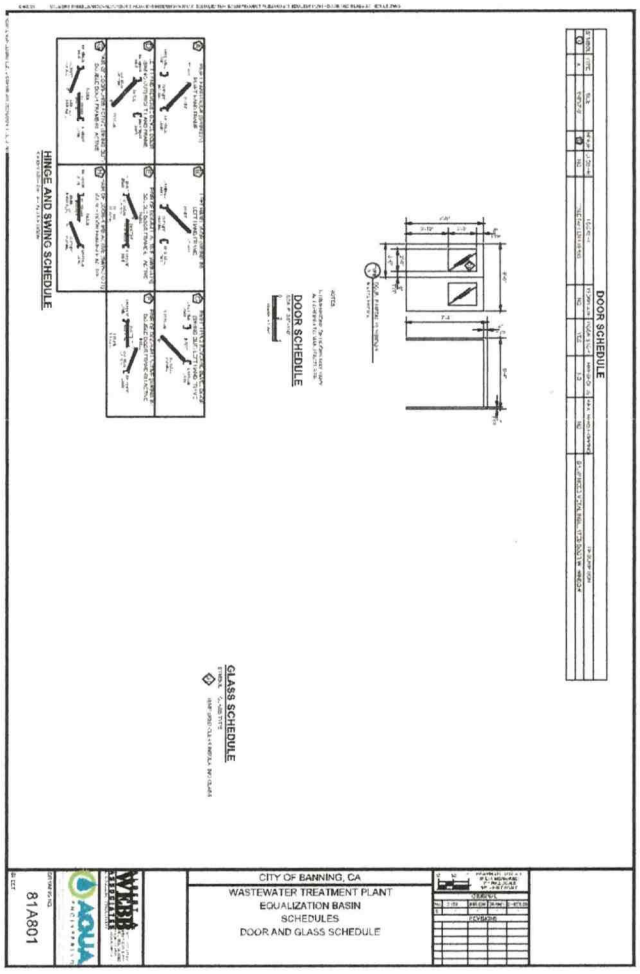
CITY OF BANNING, CA
WASTEWATER TREATMENT PLANT
EQUALIZATION BASIN
ELECTRICAL BUILDING
STRUCTURAL PLAN AND SECTION

60S101



CITY OF BANNING, CA
WASTEWATER TREATMENT PLANT
EQUALIZATION BASIN
ELECTRICAL BUILDING HVAC
PLAN AND SECTION

60H201



CITY OF BANNING, CA
WASTEWATER TREATMENT PLANT
EQUALIZATION BASIN
SCHEDULES
DOOR AND GLASS SCHEDULE

81A801

PROTECTIVE COATING SCHEDULE

AREA	ITEM	COATING
CONCRETE, PIPING		
	NON-SUBMERGED CONCRETE SURFACES, PIPING, VALVES, FITTINGS, AND APPURTENANCES	COATING SYSTEM 100
	SUBMERGED STEEL PIPING, VALVES, FITTINGS, AND APPURTENANCES	COATING SYSTEM 100
	EXPOSED STEEL PIPING, VALVES, FITTINGS, AND APPURTENANCES	COATING SYSTEM 200
	SUBMERGED AND NON-SUBMERGED STEEL FITTINGS AND APPURTENANCES—BACKING FLANGES EXPOSURE	COATING SYSTEM 400
	BURIED STEEL PIPING AND FITTINGS	COATING SYSTEM 410
	BURIED DUCTILE IRON OR CAST IRON PIPE, VALVES, FITTINGS, AND APPURTENANCES	COATING SYSTEM 411
	NON-SUBMERGED NON-CORROSIVE AREAS	COATING SYSTEM 210
	INTERIOR DUCTILE IRON OR CAST IRON PIPE, VALVES, FITTINGS, AND APPURTENANCES	COATING SYSTEM 212
	SUBMERGED EXTERIOR DUCTILE IRON OR CAST IRON PIPE, VALVES, FITTINGS, AND APPURTENANCES	COATING SYSTEM 213
	EXPOSED CORROSIVE AREAS, PIPING, VALVES, FITTINGS, AND APPURTENANCES	COATING SYSTEM 220
	EXPOSED INTERIOR PIPE OR CONCRETE, VALVES, FITTINGS, AND APPURTENANCES	NO COATING REQUIRED
	EXPOSED INTERIOR SURFACES OF GALVANIZED STEEL PIPING	NO COATING REQUIRED
	PIPING [illegible]	NO COATING REQUIRED
	PIPE SUPPORTS	COATING SYSTEM 210
MISCELLANEOUS		
	STEEL PLATE, STRUCTURAL SHAPES	COATING SYSTEM 100
	ALUMINUM PLATE OR SHAPES	NO COATING REQUIRED
	STEEL PLATE & LINERS	NO COATING REQUIRED
	ALUMINUM HANDRAILS	FACTORY FINISH—CLEAR LACQUER
	ALUMINUM [illegible]	NO COATING REQUIRED
EQUIPMENT (CONTINUED)		
		NO COATING REQUIRED
		NO COATING REQUIRED
		COATING SYSTEM 210
		COATING SYSTEM 211
		FACTORY FINISH—TOUCH-UP WITH MANUFACTURER'S RECOMMENDED MATERIALS
		NO COATING REQUIRED
		NO COATING UNLESS EMBEDDED OR IN CONTACT WITH CONCRETE—SYSTEM 200
EQUALIZATION BASIN PUMP STATION		
		NO COATING REQUIRED
		NO COATING REQUIRED
		NO COATING REQUIRED
		NO COATING REQUIRED
		NO COATING REQUIRED
		FACTORY FINISH (TOUCH-UP WITH MANUFACTURER'S RECOMMENDED MATERIALS)
		NO COATING REQUIRED
		NO COATING REQUIRED
EQUALIZATION BASIN PUMP STATION		
		NO COATING REQUIRED
		NO COATING REQUIRED
		NO COATING REQUIRED
		NO COATING REQUIRED
		COATING SYSTEM 210
		FACTORY FINISH (TOUCH-UP WITH MANUFACTURER'S RECOMMENDED MATERIALS)

CITY OF BANNING, CA
WASTEWATER TREATMENT PLANT
EQUALIZATION BASIN
SCHEDULES
FINISH AND PROTECTIVE COATINGS

WEBB ASSOCIATES

AQUA ENGINEERING

DRAWING NO.
81A802

MECHANICAL EQUIPMENT SCHEDULE

MEQ#	LOCATION	ITEM	SERVICE	HP (KW)	REMARKS
MEQ-1100	EQUALIZATION BASIN	SPRING BUCKET	EQUALIZATION BASIN CLEANING	N/A	GRANGE MODEL ACTIVE MODEL 30
MEQ-1150	HOUSTON STATION	SPRING BUCKET	EQUALIZATION BASIN CLEANING	N/A	GRANGE MODEL ACTIVE MODEL 30
MEQ-1151	EQUALIZATION BASIN 2	SPRING BUCKET	EQUALIZATION BASIN CLEANING	N/A	GRANGE MODEL ACTIVE MODEL 30
MEQ-1152	HOUSTON STATION	SPRING BUCKET	EQUALIZATION BASIN CLEANING	N/A	GRANGE MODEL ACTIVE MODEL 30

PUMP SCHEDULE

PN	LOCATION	SERVICE	TYPE	HP (KW)	FLOW	TDH	NPSH REFERENCE @ DESIGN POINT	REMARKS
P-1100	EQUALIZATION BASIN	EQUALIZED FLOW TO TWC	SELF-PRIMING CENTRIFUGAL	30.0	[illegible] GPM	59 FT	TBD	GORMAN RUPP MODEL T4A3-B
P-1101	HOUSTON STATION	EQUALIZED FLOW TO TWC	SELF-PRIMING CENTRIFUGAL	30.0	1,287- 3,117 GPM	59 FT	TBD	CONTROL FLOW FROM VFD
P-1102	EQUALIZATION BASIN 2	EQUALIZED FLOW TO TWC	SELF-PRIMING CENTRIFUGAL	30.0	[illegible] GPM	59 FT	TBD	GORMAN RUPP MODEL T4A3

GATE SCHEDULE

GM	LOCATION	SERVICE	TYPE	OPENING (W x H OR DIA)	MATERIAL	OPERATION	FRAME	SEATING HEAD (FT)	UNSEATING HEAD (FT)	REMARKS
G-1200	INFLUENT CHAMBER #1	EFFLUENT BOX ISOLATION	UPWARD OPENING SLIDE GATE	18" X 18"	SS	CRANK	WALL MOUNTED	1.33232	4.78282	WALTON MARKSBY MODEL CRANK-UP SLIDE
G-1201	INFLUENT CHAMBER #2	EFFLUENT BOX ISOLATION	UPWARD OPENING SLIDE GATE	18" X 18"	SS	CRANK	WALL MOUNTED	1.33232	4.78282	WALTON MARKSBY MODEL CRANK-UP SLIDE
G-1100	EQUALIZATION BASIN #1	FLOW CONTROL	CIRCULAR FLAT GATE	12"	SS	MAN	N/A	N/A	N/A	GOLDEN WAYBURST MODEL C-4-36P OR EQUAL
G-1101	EQUALIZATION BASIN #1	HIGH FLOW BYPASS	CIRCULAR FLAT GATE	12"	SS	MAN	N/A	N/A	N/A	GOLDEN WAYBURST MODEL C-4-36P OR EQUAL

WATER SCHEDULE

WM	LOCATION	SERVICE	TYPE	SIZE	REMARKS
WM-1200	EQUALIZATION BASIN PUMP STATION	EQUALIZED FLOW TO TWC	FLOWMETER	10"	SEE SYSTEM SCHEMATIC FOR SIZE

VALVE SCHEDULE

VM	LOCATION	SERVICE	TYPE	SIZE	MATERIAL	CONNECTION	ACTUATOR	REMARKS
MV-1100	TWDD	INFLUENT FLOW ISOLATION	GATE	12"	CI	FLANGE	NUT	MUELLER RESILIENT SEATED WEDGE GATE VALVE OR EQUAL (SERIES 2360)
MV-1101	EQUALIZATION BASIN	SPRING BUCKET MAIN ISOLATION	BALL	2"	SS	MIP	T	APOLLO SERIES 76-100 OR EQUAL
PV-1101	EQUALIZATION BASIN	SPRING BUCKET AIR CONTROL	SOLENOID	2"	SS	TBD	E.E.	SLAVE VALVE WITH TBD SOLENOID
MV-1102	EQUALIZATION BASIN	SPRING BUCKET MAIN ISOLATION	BALL	2"	SS	TBD	E.E.	APOLLO SERIES 76-100 OR EQUAL
PV-1102	EQUALIZATION BASIN	SPRING BUCKET AIR CONTROL	SOLENOID	2"	SS	TBD	E.E.	SLAVE VALVE WITH TBD SOLENOID
MV-1103	EQUALIZATION BASIN	SPRING BUCKET MAIN ISOLATION	BALL	2"	SS	TBD	E.E.	APOLLO SERIES 76-100 OR EQUAL
MV-1104	EQUALIZATION BASIN	SPRING BUCKET AIR CONTROL	SOLENOID	2"	SS	TBD	E.E.	SLAVE VALVE WITH TBD SOLENOID
MV-1105	EQUALIZATION BASIN	SPRING BUCKET MAIN ISOLATION	BALL	2"	SS	TBD	E.E.	APOLLO SERIES 76-100 OR EQUAL
MV-1106	EQUALIZATION BASIN	SPRING BUCKET AIR CONTROL	SOLENOID	2"	SS	TBD	E.E.	SLAVE VALVE WITH TBD SOLENOID
MV-1107	EQUALIZATION BASIN	SPRING BUCKET MAIN ISOLATION	BALL	2"	SS	TBD	E.E.	APOLLO SERIES 76-100 OR EQUAL
MV-1108	EQUALIZATION BASIN	SPRING BUCKET AIR CONTROL	SOLENOID	2"	SS	TBD	E.E.	SLAVE VALVE WITH TBD SOLENOID
MV-1109	EQUALIZATION BASIN	INLINE ISOLATION VALVE	GATE	6"	DIP	FLANGED	NUT	MUELLER RESILIENT SEATED WEDGE GATE VALVE OR EQUAL (300 SERIES)
MV-1110	EQUALIZATION BASIN	INLINE ISOLATION VALVE	GATE	6"	DIP	FLANGED	NUT	MUELLER RESILIENT SEATED WEDGE GATE VALVE OR EQUAL (300 SERIES)
[illegible]	EQUALIZATION BASIN PUMP STATION	EQUALIZATION BASIN PUMP #1 FLOW CONTROL	BALL	3"	CI	FLANGED	MAN	VALVETEK SWING FLEX SERIES 59-FF OR EQUAL
MV-1150	EQUALIZATION BASIN PUMP STATION	EQUALIZATION BASIN PUMP #1 DISCHARGE ISOLATION	PLUG	3"	CI	FLANGED	MAN	VALVETEK 150 PORT EXCENTRIC PLUG VALVE OR EQUAL
[illegible]	EQUALIZATION BASIN PUMP STATION	EQUALIZATION BASIN PUMP #2 FLOW CONTROL	BALL	3"	CI	FLANGED	MAN	VALVETEK SWING FLEX SERIES 59-FF OR EQUAL
MV-1151	EQUALIZATION BASIN PUMP STATION	EQUALIZATION BASIN PUMP #2 DISCHARGE ISOLATION	PLUG	3"	CI	FLANGED	MAN	VALVETEK 150 PORT EXCENTRIC PLUG VALVE OR EQUAL
[illegible]	HOUSTON STATION PUMP STATION	HOUSTON STATION PUMP #1 DISCHARGE ISOLATION	GATE	3"	CI	FLANGED	MAN	VALVETEK 150 PORT ECCENTRIC PLUG VALVE OR EQUAL
MV-1152	EQUALIZATION BASIN PUMP STATION	EQUALIZATION BASIN PUMP #3 DISCHARGE ISOLATION	PLUG	3"	CI	FLANGED	MAN	VALVETEK 150 PORT ECCENTRIC PLUG VALVE OR EQUAL
[illegible]	HOUSTON STATION PUMP STATION	HOUSTON STATION PUMP #2 DISCHARGE ISOLATION	GATE	3"	CI	FLANGED	MAN	VALVETEK 150 PORT ECCENTRIC PLUG VALVE OR EQUAL
MV-1153	EQUALIZATION BASIN PUMP STATION	EQUALIZATION BASIN PUMP #3 DISCHARGE ISOLATION	PLUG	3"	CI	FLANGED	MAN	VALVETEK 150 PORT ECCENTRIC PLUG VALVE OR EQUAL

HVAC SCHEDULE

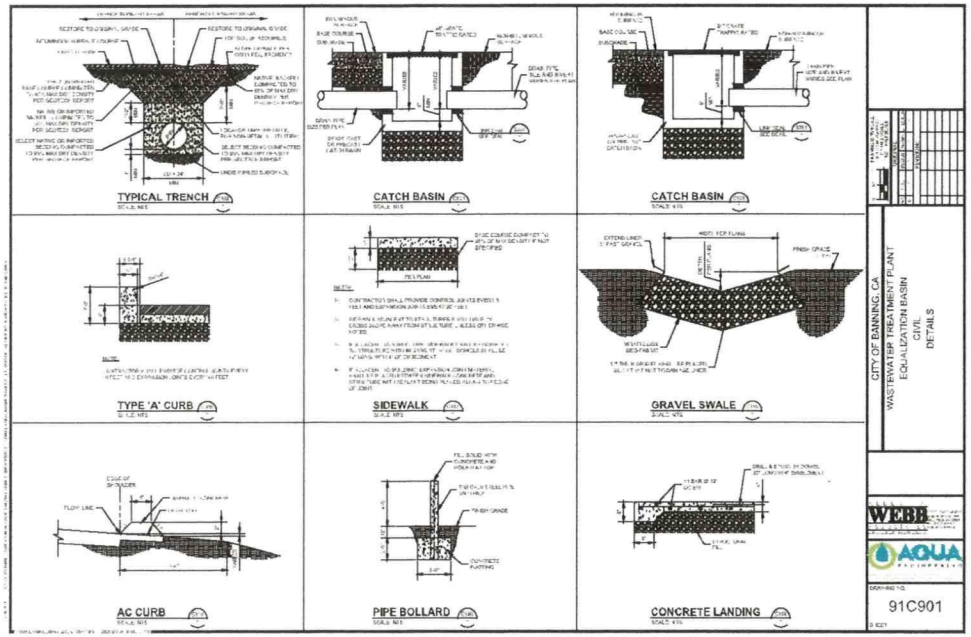
HM	LOCATION	SERVICE	TYPE	HP (KW)	CAPACITY (MBH)	REMARKS
A-0101	ELECTRICAL BUILDING	VENTILATION AND HEATING SUPPLY	AIR CONDITIONING	2.00 KW	24.0 KW (TBD)	SHALL PUBLIC PROTECTION CONDITIONS APPLIED
[illegible]	ELECTRICAL BUILDING	ACTUATOR CONTROL	[illegible]			[illegible]

CITY OF BANNING, CA
WASTEWATER TREATMENT PLANT
EQUALIZATION BASIN
SCHEDULES
MECHANICAL, PUMP, GATE, METER, VALVE, HVAC

WEBB ASSOCIATES

AQUA ENGINEERING

DRAWING NO.
81M801

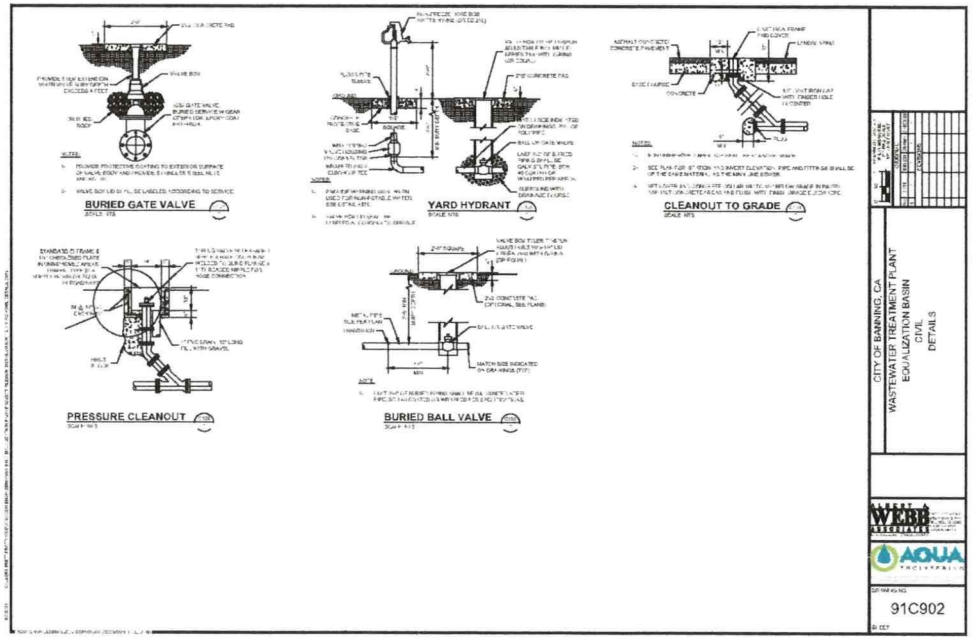


CITY OF BANNING, CA
WASTEWATER TREATMENT PLANT
EQUALIZATION BASIN
CIVIL
DETAILS

WEBB

AQUA ENGINEERING

DRAWING NO.
91C901

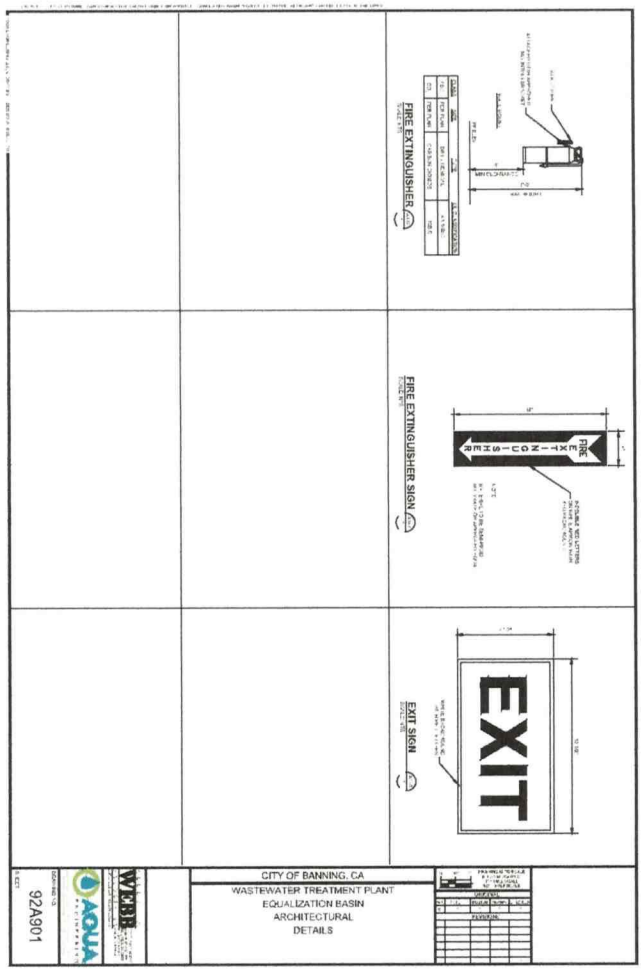


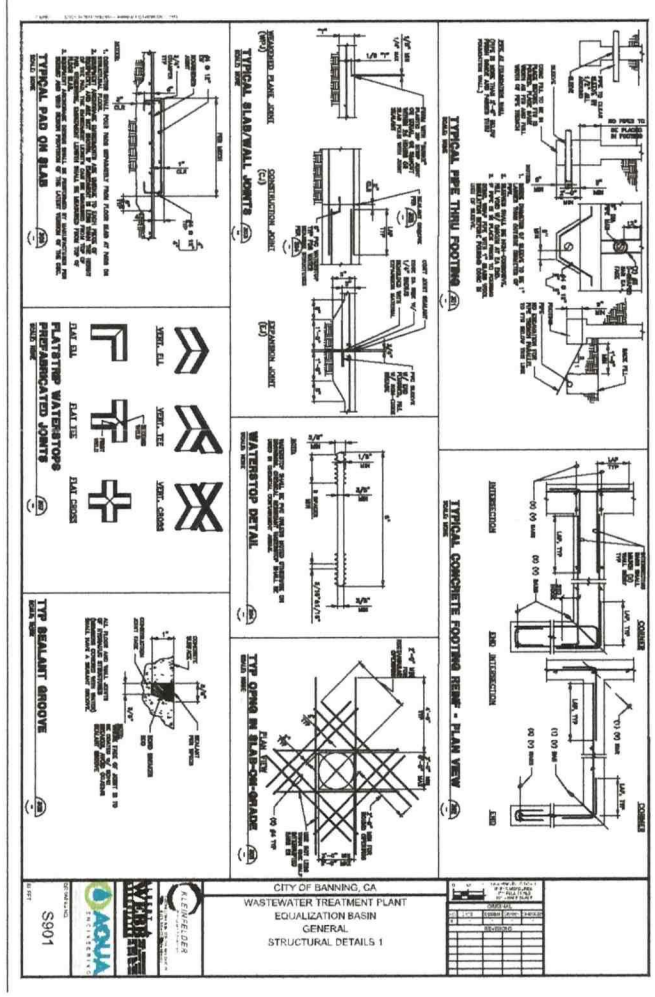
CITY OF BANNING, CA
WASTEWATER TREATMENT PLANT
EQUALIZATION BASIN
CIVIL
DETAILS

WEBB

AQUA ENGINEERING

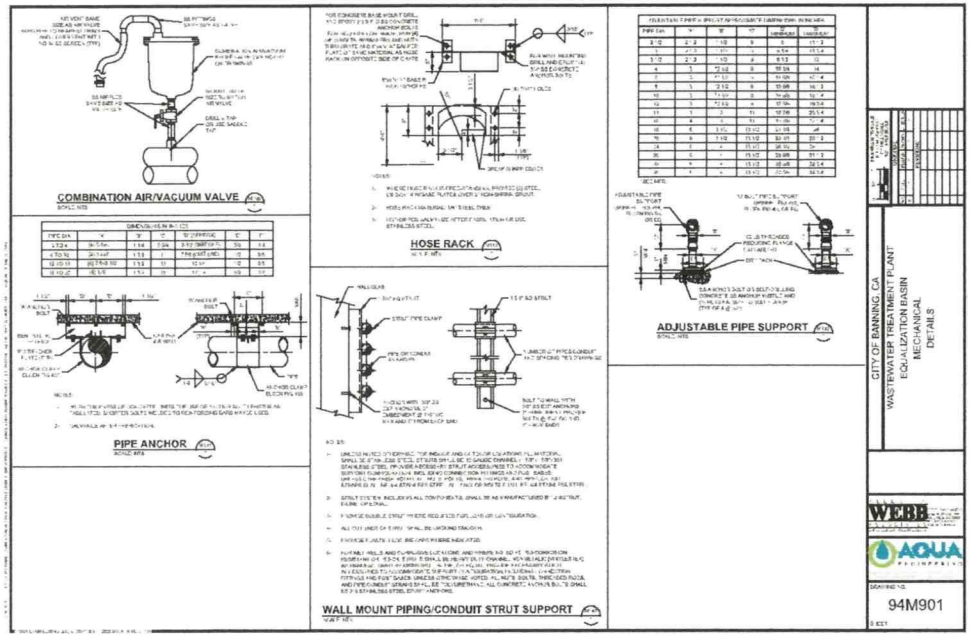
DRAWING NO.
91C902

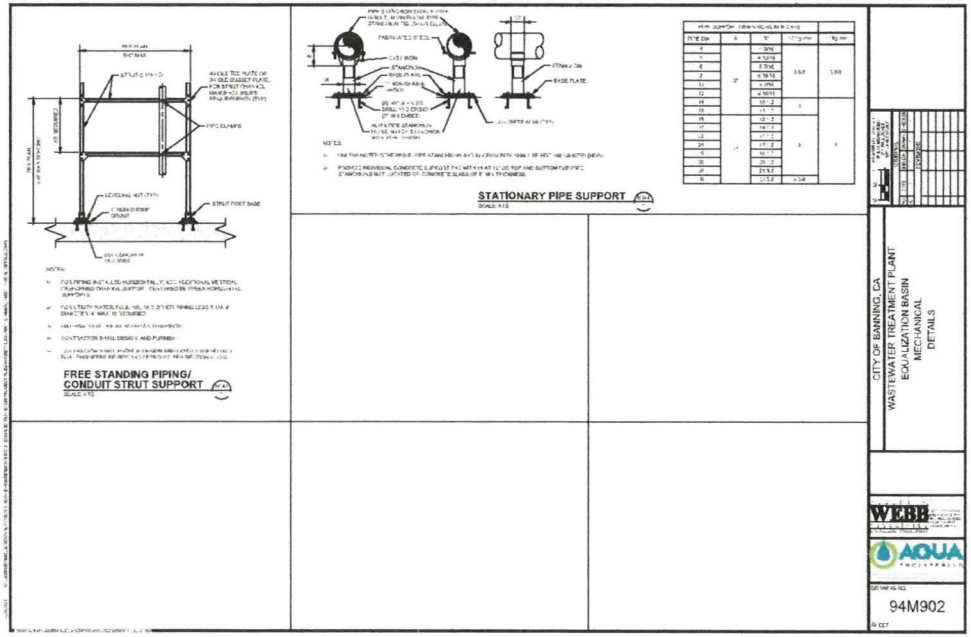

FIRE EXTINGUISHER
FIRE EXTINGUISHER SIGN
EXIT SIGN
EXIT
CITY OF BANNING, CA
WASTEWATER TREATMENT PLANT
EQUALIZATION BASIN
ARCHITECTURAL
DETAILS
92A901

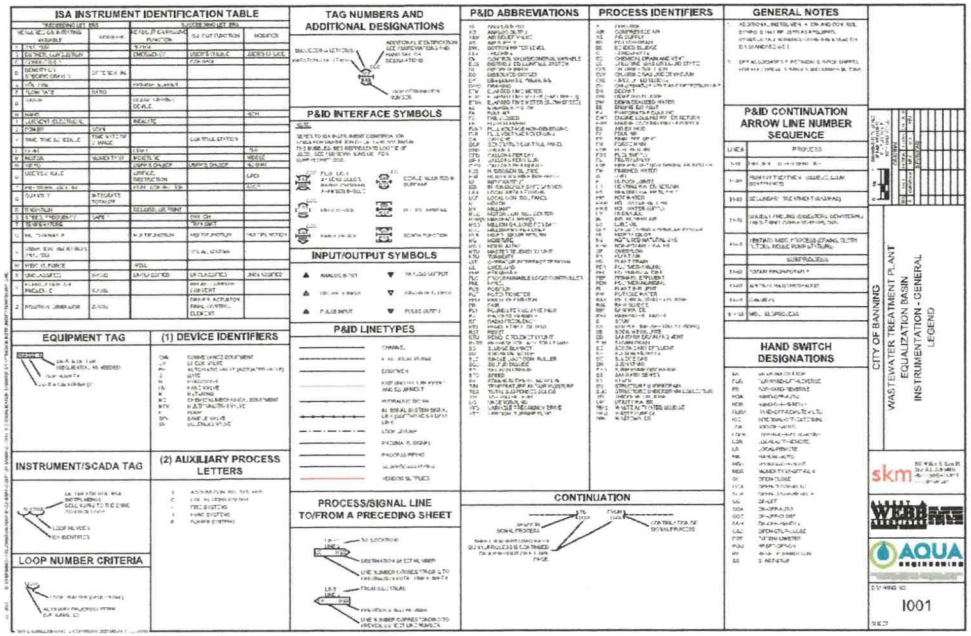

TYPICAL PIPE THRU FOOTING
TYPICAL CONCRETE FOOTING REINF - PLAN VIEW
TYPICAL SLAB/WALL JOINTS
WATERSTOP DETAIL
TYP OPNG IN SLAB-ON-GRADE
TYPICAL PAD ON SLAB
FLATSTRIP WATERSTOPS
PREFABRICATED JOINTS
TYP SEALANT GROOVE
CITY OF BANNING, CA
WASTEWATER TREATMENT PLANT
EQUALIZATION BASIN
GENERAL
STRUCTURAL DETAILS 1
S901

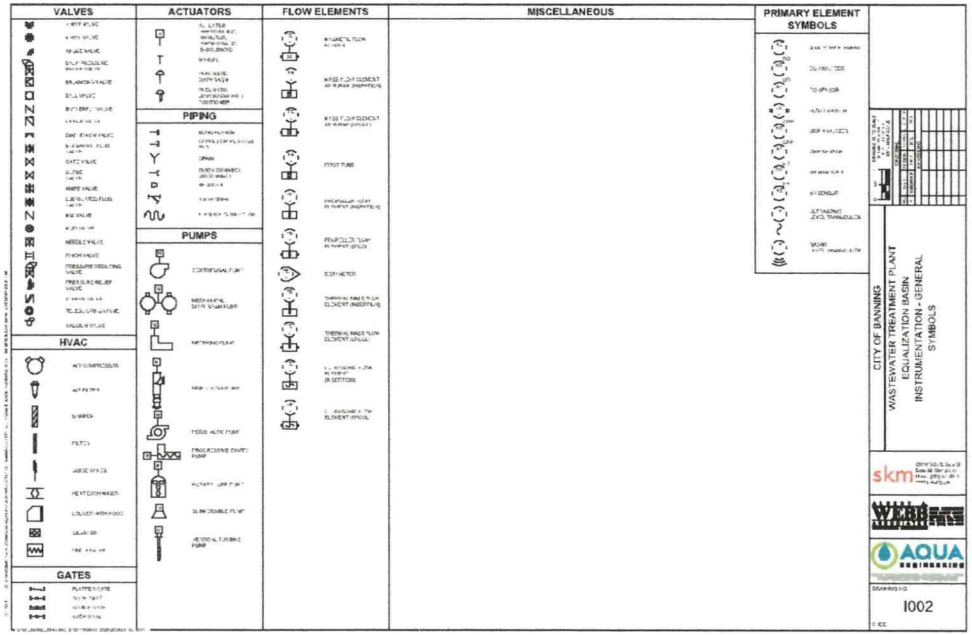
TYP. CORNER WALL REINFORCING
TYPICAL REINF BAR BENDS
TYP HORIZONTAL REINF LAP SPLICE
TYPICAL REINF AT WALL FTG
TYPICAL REINF AT LARGE OPNG
TYPICAL VERTICAL REINF LAP SPLICE
TYPICAL OUTDOOR RAMP PAD
CITY OF BANNING, CA
WASTEWATER TREATMENT PLANT
EQUALIZATION BASIN
GENERAL
STRUCTURAL DETAILS 2
S902

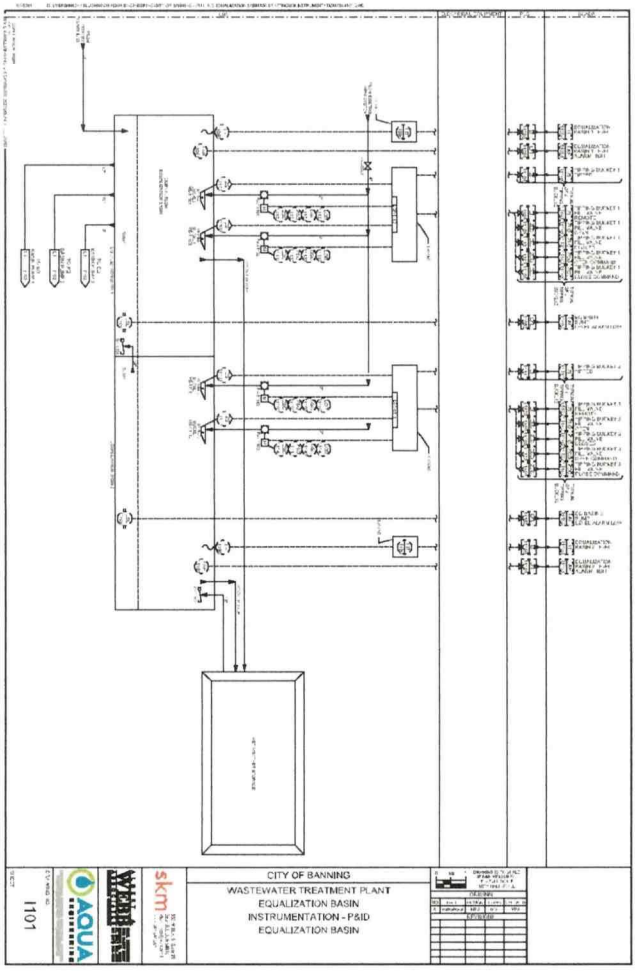
LADDER SAFETY CAGE
FLOOR PIPE SLEEVE
LADDER
WALL CORE
LINK SEAL
CITY OF BANNING, CA
WASTEWATER TREATMENT PLANT
EQUALIZATION BASIN
STRUCTURAL
DETAILS
93S903

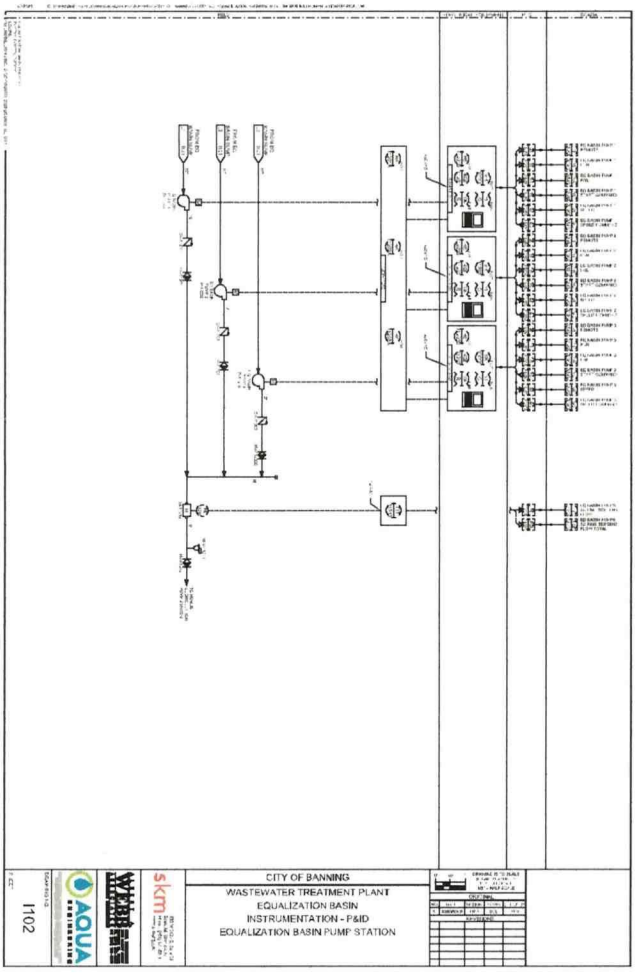

COMBINATION AIR/VACUUM VALVE
HOSE RACK
ADJUSTABLE PIPE SUPPORT
PIPE ANCHOR
WALL MOUNT PIPING/CONDUIT STRUT SUPPORT
CITY OF BANNING, CA
WASTEWATER TREATMENT PLANT
EQUALIZATION BASIN
MECHANICAL
DETAILS
WEBB
AQUA
DRAWING NO.
94M901


FREE STANDING PIPING/
CONDUIT STRUT SUPPORT
STATIONARY PIPE SUPPORT
CITY OF BANNING, CA
WASTEWATER TREATMENT PLANT
EQUALIZATION BASIN
MECHANICAL
DETAILS
WEBB
AQUA
DRAWING NO.
94M902


ISA INSTRUMENT IDENTIFICATION TABLE
TAG NUMBERS AND ADDITIONAL DESIGNATIONS
P&ID ABBREVIATIONS
PROCESS IDENTIFIERS
GENERAL NOTES
P&ID INTERFACE SYMBOLS
P&ID CONTINUATION ARROW LINE NUMBER SEQUENCE
INPUT/OUTPUT SYMBOLS
HAND SWITCH DESIGNATIONS
P&ID LINETYPES
EQUIPMENT TAG
(1) DEVICE IDENTIFIERS
INSTRUMENT/SCADA TAG
(2) AUXILIARY PROCESS LETTERS
LOOP NUMBER CRITERIA
PROCESS/SIGNAL LINE TO/FROM A PRECEDING SHEET
CONTINUATION
CITY OF BANNING
WASTEWATER TREATMENT PLANT
EQUALIZATION BASIN
INSTRUMENTATION - GENERAL
LEGEND
skm
AQUA ENGINEERING
DRAWING NO.
1001
SHEET


VALVES
ACTUATORS
FLOW ELEMENTS
MISCELLANEOUS
PRIMARY ELEMENT SYMBOLS
PIPING
PUMPS
HVAC
GATES
CITY OF BANNING
WASTEWATER TREATMENT PLANT
EQUALIZATION BASIN
INSTRUMENTATION - GENERAL
SYMBOLS
skm
AQUA ENGINEERING
DRAWING NO.
1002


CITY OF BANNING
WASTEWATER TREATMENT PLANT
EQUALIZATION BASIN
INSTRUMENTATION - P&ID
EQUALIZATION BASIN
1101


CITY OF BANNING
WASTEWATER TREATMENT PLANT
EQUALIZATION BASIN
INSTRUMENTATION - P&ID
EQUALIZATION BASIN PUMP STATION
1102

BILL OF MATERIALS

SCHEMATIC LINETYPES

TYPE & PLC SYMBOLS

SCHEMATIC SYMBOLS

ABBREVIATIONS

NOTES

LEGEND, NOTES & BILL OF MATERIAL

CITY OF BANNING
WASTEWATER TREATMENT PLANT
EQUALIZATION BASIN
INSTRUMENTATION - PLC DRAWINGS
TYPICAL TERMINAL BLOCK LAYOUTS

skm

AQUA ENGINEERING

DRAWING NO.
I402

TYPICAL TB-AC TERMINAL BLOCK LAYOUT

TYPICAL TB-DC TERMINAL BLOCK LAYOUT

TYPICAL TB-DI TERMINAL BLOCK LAYOUT

TYPICAL TB-AI TERMINAL BLOCK LAYOUT

TYPICAL TB-DO TERMINAL BLOCK LAYOUT

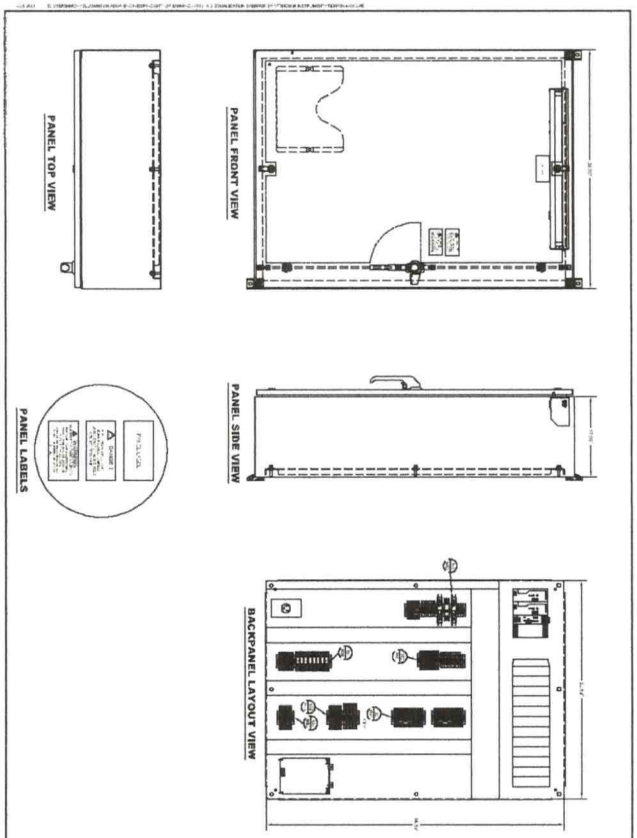
TYPICAL TB-AI TERMINAL BLOCK LAYOUT

CITY OF BANNING
WASTEWATER TREATMENT PLANT
EQUALIZATION BASIN
INSTRUMENTATION - PLC DRAWINGS
TYPICAL TERMINAL BLOCK LAYOUTS

skm

AQUA ENGINEERING

DRAWING NO.
I402



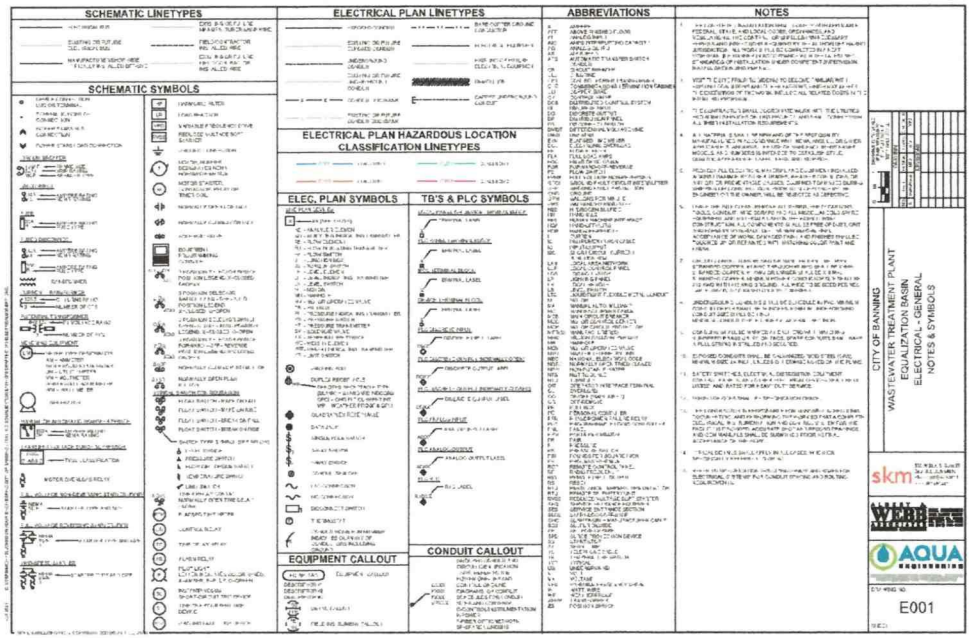
CITY OF BANNING
WASTEWATER TREATMENT PLANT
EQUALIZATION BASIN
INSTRUMENTATION - PLC DRAWINGS
TYPICAL PANEL LAYOUT

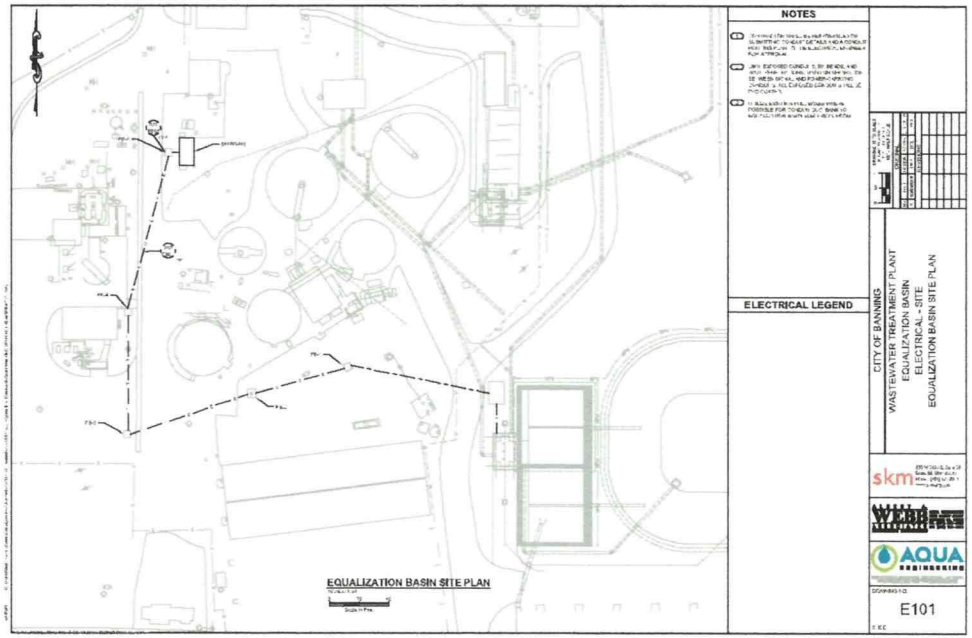
I403

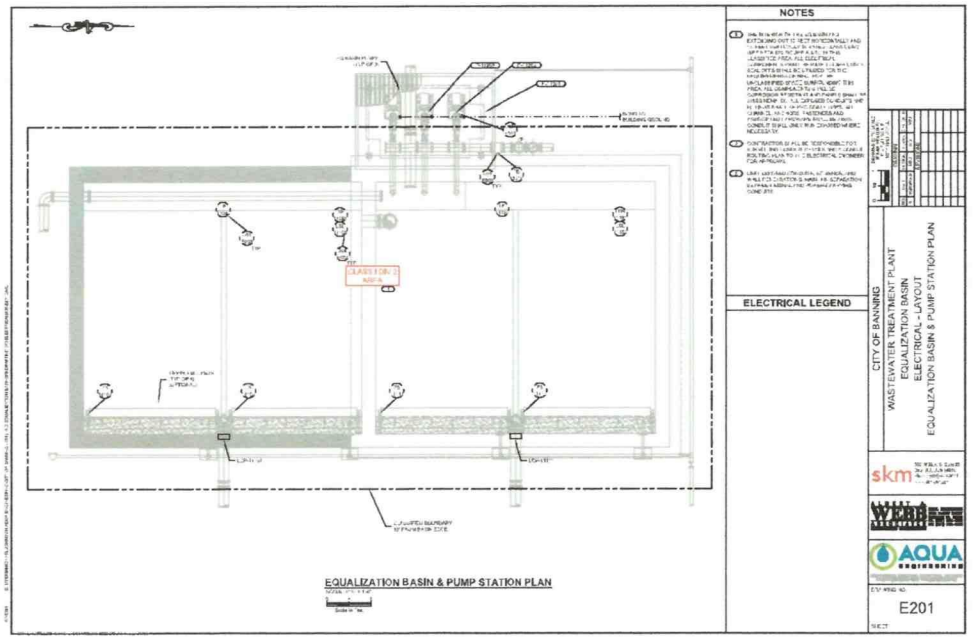


CITY OF BANNING
WASTEWATER TREATMENT PLANT
EQUALIZATION BASIN
INSTRUMENTATION - PLC DRAWINGS
IO SCHEDULE

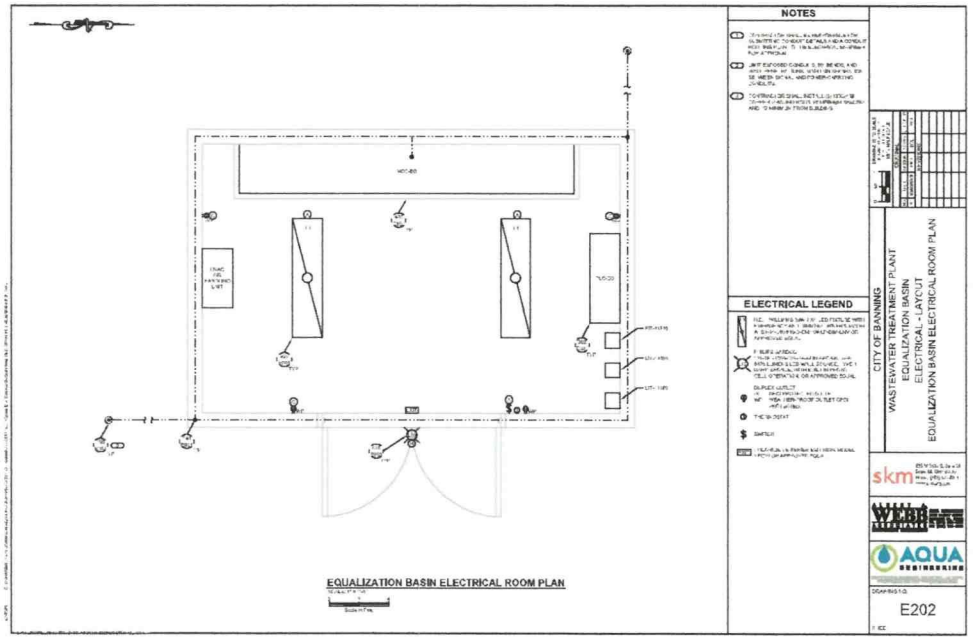
I404


SCHEMATIC LINETYPES
SCHEMATIC SYMBOLS
ELECTRICAL PLAN LINETYPES
ELECTRICAL PLAN HAZARDOUS LOCATION CLASSIFICATION LINETYPES
ELEC. PLAN SYMBOLS
TB'S & PLC SYMBOLS
EQUIPMENT CALLOUT
CONDUIT CALLOUT
ABBREVIATIONS
NOTES
CITY OF BANNING
WASTEWATER TREATMENT PLANT
EQUALIZATION BASIN
ELECTRICAL - GENERAL
NOTES & SYMBOLS
skm
AQUA ENGINEERING
E001

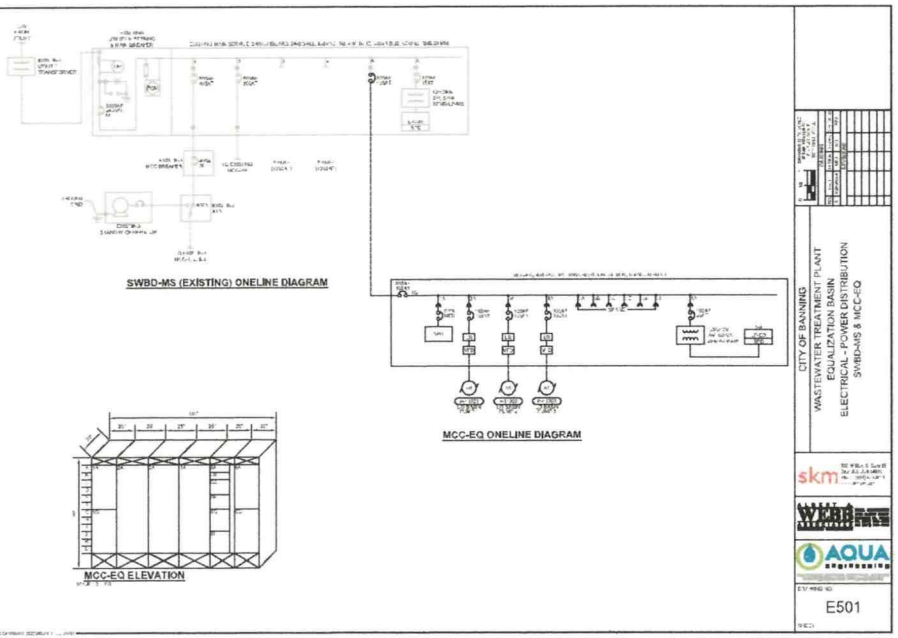

NOTES
ELECTRICAL LEGEND
EQUALIZATION BASIN SITE PLAN
CITY OF BANNING
WASTEWATER TREATMENT PLANT
EQUALIZATION BASIN
ELECTRICAL - SITE
EQUALIZATION BASIN SITE PLAN
skm
AQUA ENGINEERING
E101



EQUALIZATION BASIN & PUMP STATION PLAN



EQUALIZATION BASIN ELECTRICAL ROOM PLAN

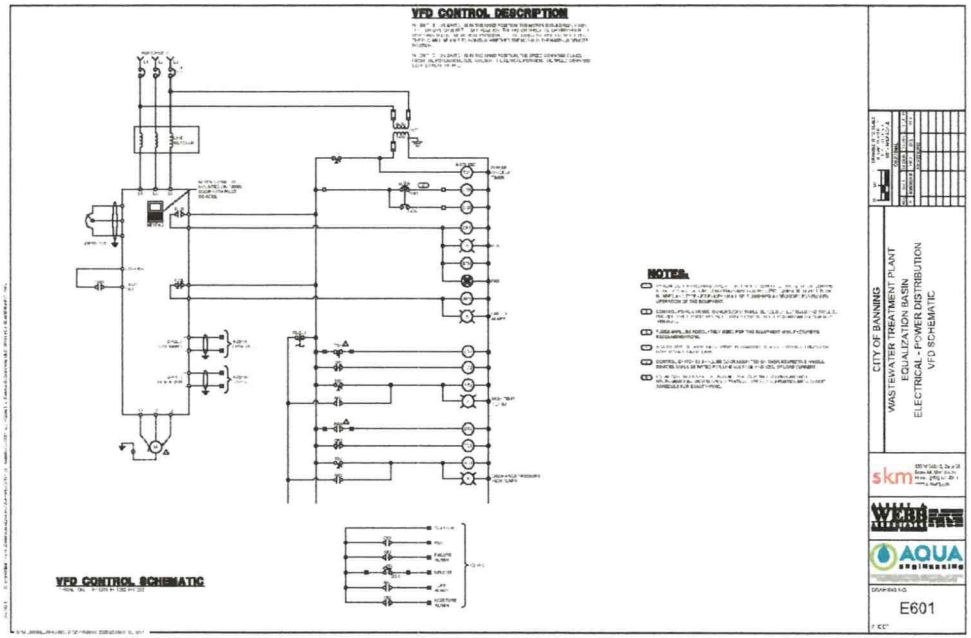


CITY OF BANNING
WASTEWATER TREATMENT PLANT
EQUALIZATION BASIN
ELECTRICAL - POWER DISTRIBUTION
SWBD-MS & MCC-EQ

skm

AQUA engineering

E501



CITY OF BANNING
WASTEWATER TREATMENT PLANT
EQUALIZATION BASIN
ELECTRICAL - POWER DISTRIBUTION
VFD SCHEMATIC

skm

AQUA engineering

E601

MCC-EQ CALCULATIONS

LP-EQ PANEL SCHEDULE

SWBD-MS CALCULATIONS

INSTRUMENT SCHEDULE

CITY OF BANNING
WASTEWATER TREATMENT PLANT
EQUALIZATION BASIN
ELECTRICAL - POWER DISTRIBUTION
CALCULATIONS & SCHEDULES

skm

AQUA engineering

E701

CONDUIT DEVELOPMENT

CONDUIT SCHEDULE

CITY OF BANNING
WASTEWATER TREATMENT PLANT
EQUALIZATION BASIN
ELECTRICAL - POWER DISTRIBUTION
CONDUIT DEVELOPMENT

skm

AQUA engineering

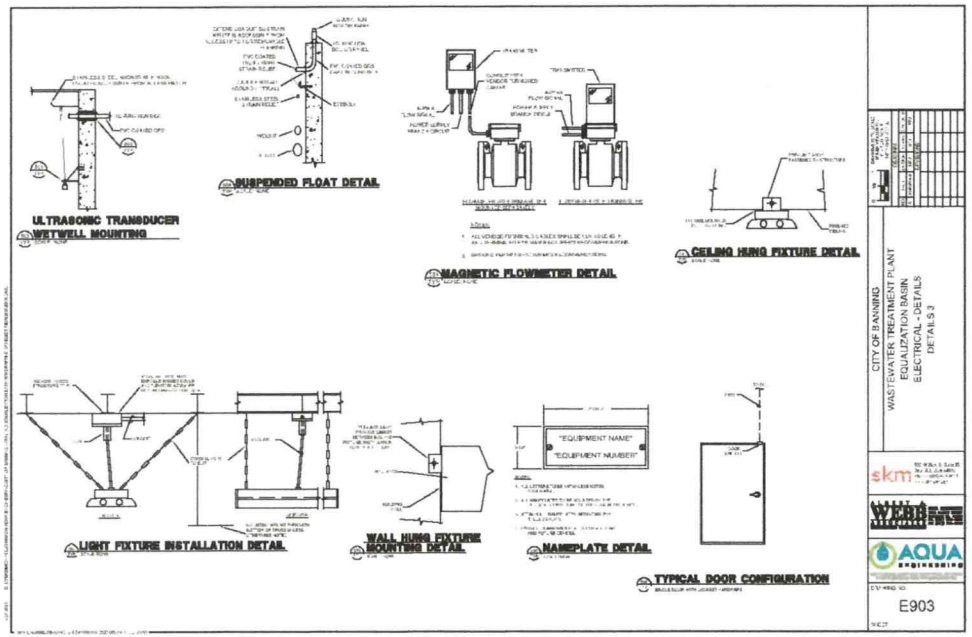
E801

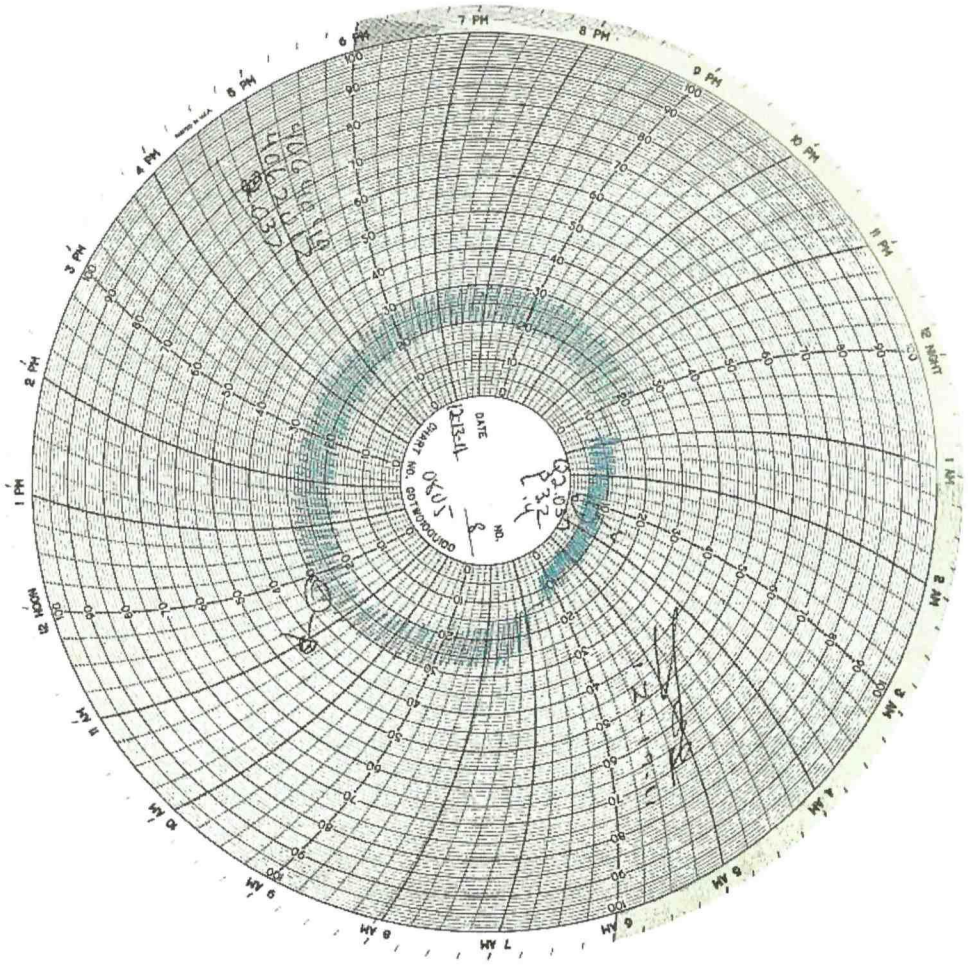
GROUND ROD WITH AUGER WELL
ELECTRICAL PANEL MOUNTING DETAIL
WALL MOUNTED BOX/PANEL DETAIL
DIRECT BURIED CONDUIT
UNDERGROUND CONCRETE PULLBOX
TYPICAL TRENCH DETAIL
AFTER GROOMING DETAIL
CITY OF BANNING
WASTEWATER TREATMENT PLANT
EQUALIZATION BASIN
ELECTRICAL - DETAILS
DETAILS 1
E901

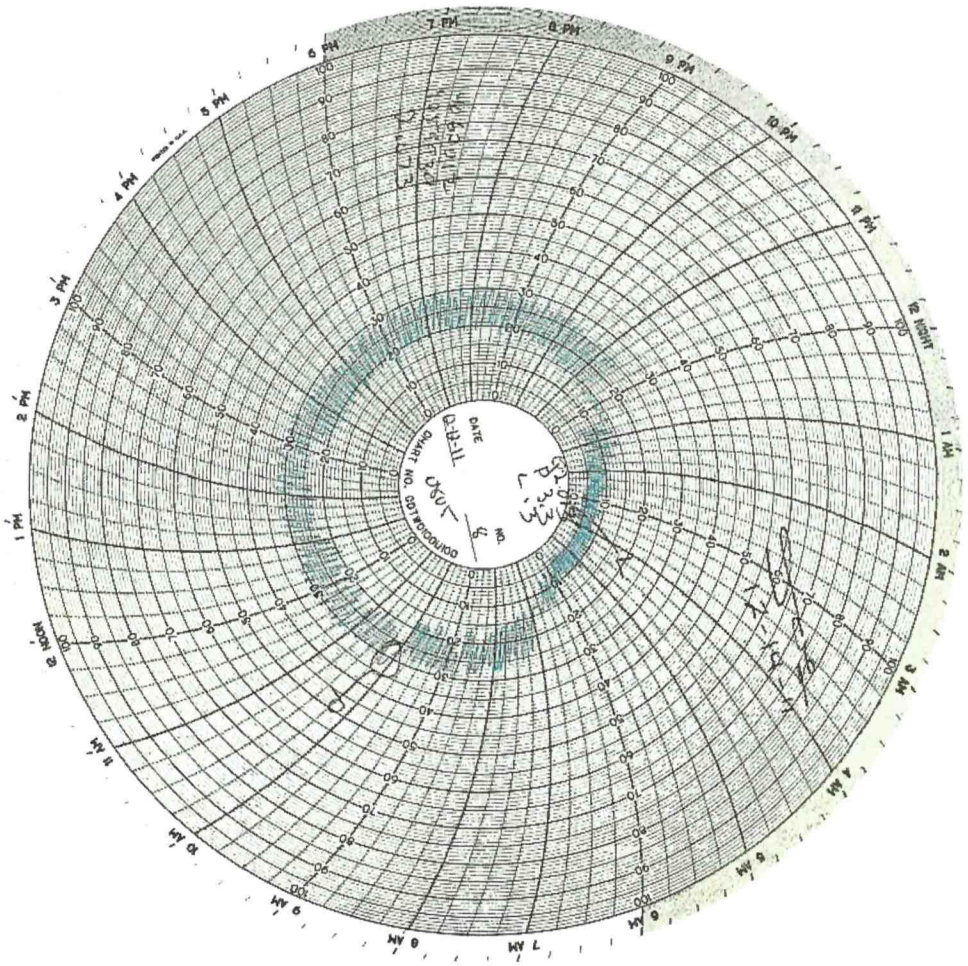
PULL BOX DETAIL
CONDUIT PENETRATION AT NEW WALL OR SLAB
RISE STUB UP DETAIL
EXPOSED SURFACE CONDUIT SUPPORT
MULTIPLE DUCT DUCTBANK DETAIL
EXPOSED SURFACE CONDUIT
CONDUIT MARKING SYSTEM
FLEXIBLE CONDUIT DETAIL
EQUIPMENT PAD DETAIL
CITY OF BANNING
WASTEWATER TREATMENT PLANT
EQUALIZATION BASIN
ELECTRICAL - DETAILS
DETAILS 2
E902

APPENDIX B

Sample Flow Charts







CITY OF BANNING

CALIFORNIA

CONSTRUCTION PLANS FOR

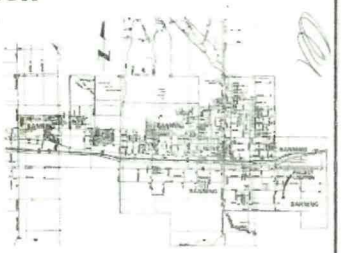
THE

WASTEWATER TREATMENT PLANT
1986 EXPANSION

CWG PROJECT No. C-08-2344-110



REGIONAL MAP



LOCATION MAP

CITY COUNCIL

ROD COWLES - MAYOR

EARLE CRAWFORD - MAYOR PROTEM

MARJORIE LAWRENCE JACK Mc CAGE ROOSEVELT WILLIAMS

1434 W Ramsey

CITY MANAGER

SAM RACADIO

CITY ENGINEER

FINANCING DIRECTOR

Ernie Wong, Prin. Engr. WILLIS OLDER

DIR OF PUBLIC UTILITIES

CLIFFORD W. SHELLER

PROJECT ENGINEER

J. F. DAVIDSON ASSOCIATES

2425 TENTH STREET

BRADFORD, CALIFORNIA 93602

W.O. # 84-9186-1

FIELD COPY

W. O'NEIL

REDUCED
NOT TO SCALE

DRAWING INDEX

CIVIL

SHEET NO.	DESCRIPTION
N/A	TITLE SHEET
G-1	DRAWING INDEX
G-2	GRADING PLAN
G-3	HYDRAULIC PROFILE/PROCESS FLOW DIAGRAM
C-4	GRADING SECTIONS
C-5	SLUDGE DRYING BEDS
C-6	EFFLUENT DISPOSAL PONDS

STRUCTURAL

SHEET NO.	DESCRIPTION
S-1	GENERAL NOTES AND DETAILS
S-2	DETAILS
S-3	RECIRCULATION PUMP STATION/PIPE GALLERY
S-4	TRICKLING FILTER
S-5	SECONDARY CLARIFIER
S-6	CHLORINE CONTACT TANK
S-7	CHLORINE EQUIPMENT BUILDING
S-8	PRIMARY EFFLUENT PUMP STATION ROOF
S-9	TRICKLING FILTER ACCESS
S-10	DIGESTER CONTROL HOUSE - EXPANSION
S-11	SLUDGE THICKENER

MECHANICAL

SHEET NO.	DESCRIPTION
M-1	LEGEND AND PIPE MATERIAL SCHEDULE
M-2	SITE PIPING PLAN
M-3	VALVE AND SLIDE GATE SCHEDULE
M-4	RECIRCULATION PUMP STATION/PIPE GALLERY
M-5	TRICKLING FILTER
M-6	SECONDARY CLARIFIER
M-7	CHLORINE CONTACT TANK/CHLORINE EQUIPMENT BUILDING
M-8	PLANT OUTFALL/PRIMARY EFFLUENT PUMP STA. EXPANSION
M-9	MECHANICAL DETAILS
M-10	SLUDGE HEATER
M-11	SLUDGE THICKENER

ELECTRICAL

SHEET NO.	DESCRIPTION
E-1	EQUIPMENT CHARACTERISTICS
E-2	ELECTRICAL SITE PLAN
E-3	SINGLE LINE DIAGRAM/SWITCHGEAR ELEVATIONS
E-4	PANEL SCHEDULES/CHLORINE EQUIPMENT BUILDING
E-5	PULLBOX DIAGRAMS/WORK SCHEDULE

ARCHITECTURAL A

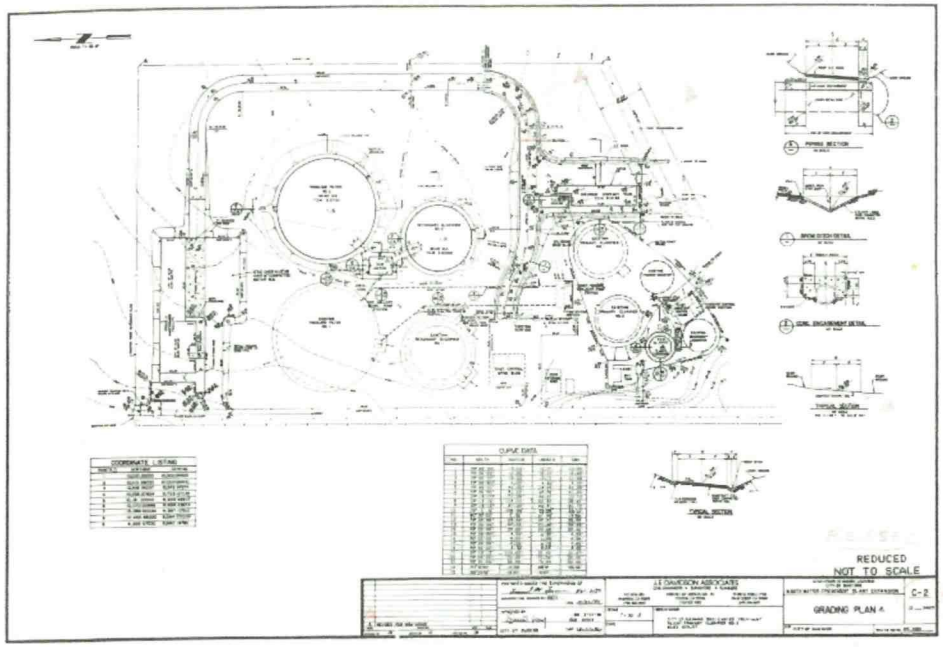
SHEET NO.	DESCRIPTION
	MAINTENANCE FACILITY:
A-1	SITE PLAN
A-2	FOUNDATION PLAN/FOOTING DETAILS
A-3	FLOOR PLAN(OFFICE & MAINT. AREA)
A-4	FLOOR PLAN(STORAGE AREA)(ROOF PLAN)
A-5	EXTERIOR ELEVATIONS
A-6	CROSS SECTIONS
A-7	ROOF PLAN
A-8	ARCHITECTURAL DETAILS
A-9	FINISH SCHEDULES, GLASS/GLAZING DETAILS
A-10	INTERIOR ELEVATIONS
A-11	EQUIPMENT LAYOUT
A/E	BUILDING ELECTRICAL
A/M	BUILDING HEATING & AIR CONDITIONING
A/P	BUILDING PLUMBING

REDUCED
NOT TO SCALE

J.F. DAVIDSON ASSOCIATES

DRAWING INDEX

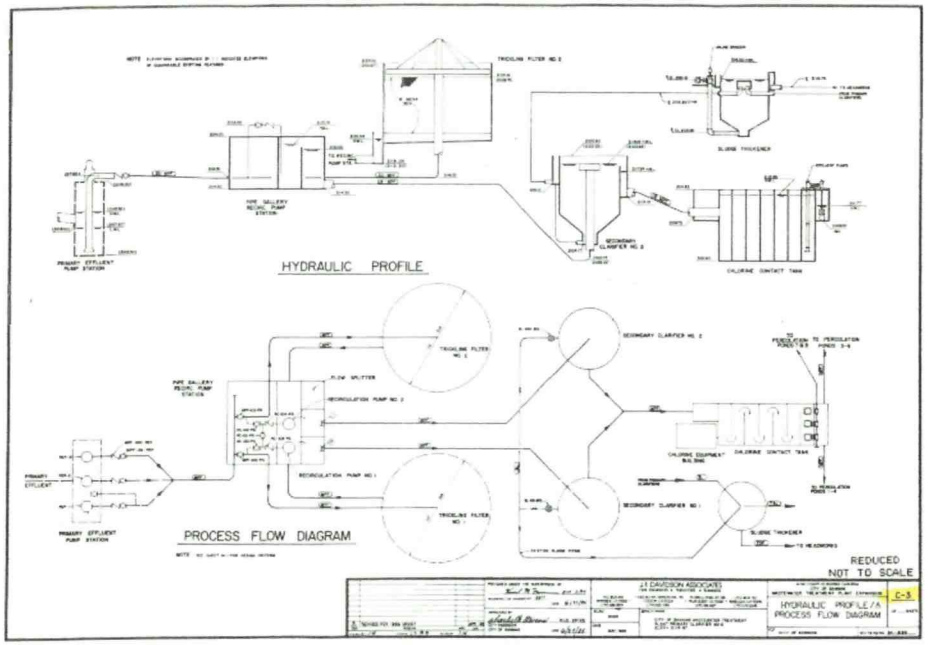
C-1



REDUCED
NOT TO SCALE

GRADING PLAN A

C-2



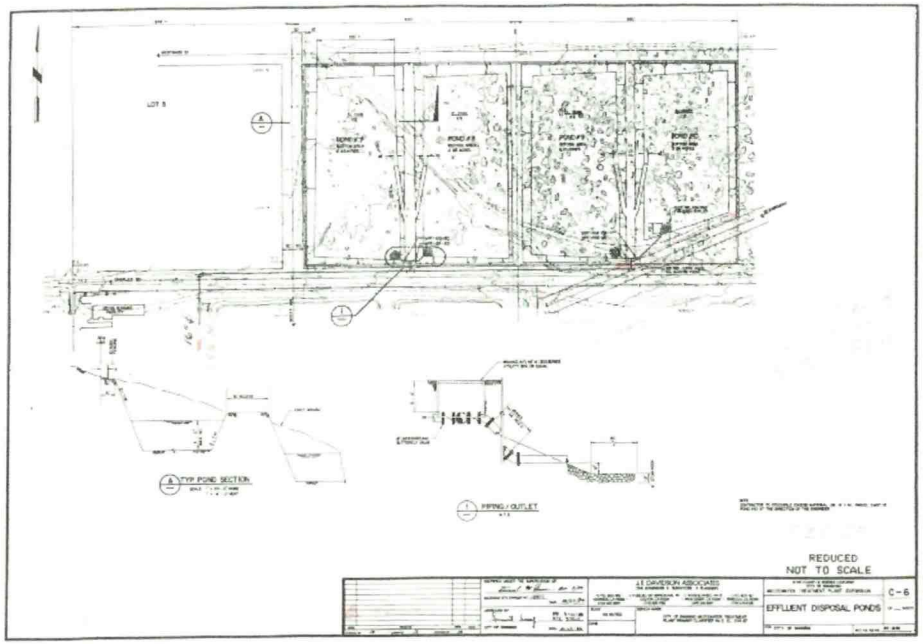
REDUCED
NOT TO SCALE

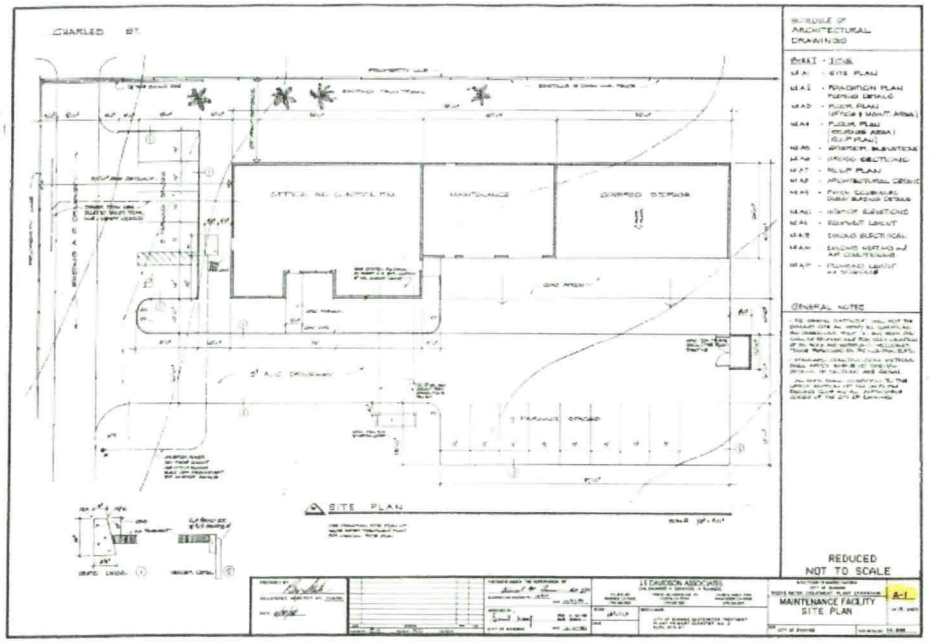
HYDRAULIC PROFILE / A
PROCESS FLOW DIAGRAM

C-3

REDUCED
NOT TO SCALE
GRADING SECTIONS
C-4

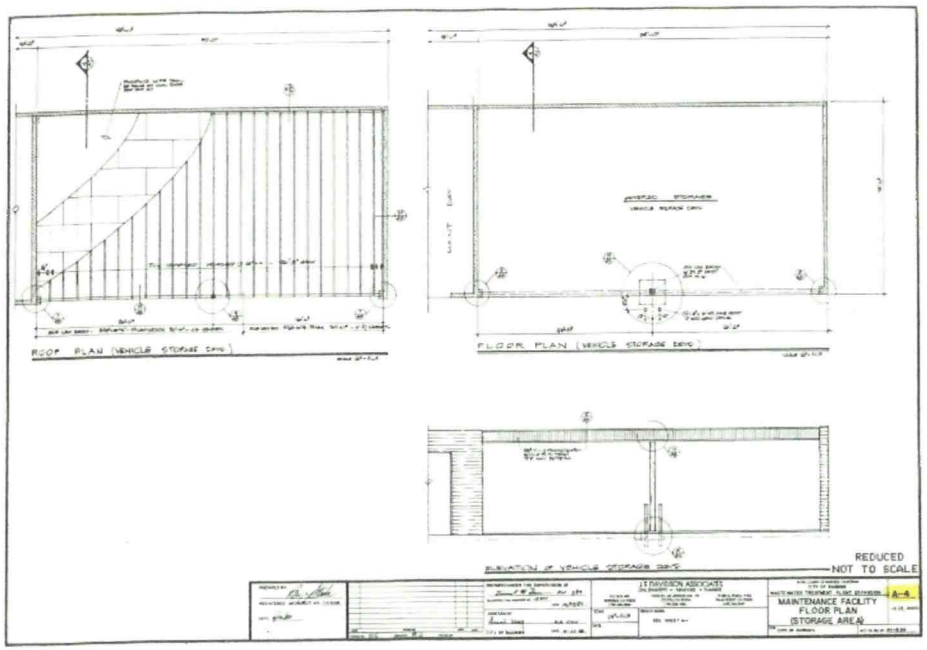
REDUCED
NOT TO SCALE
C-5

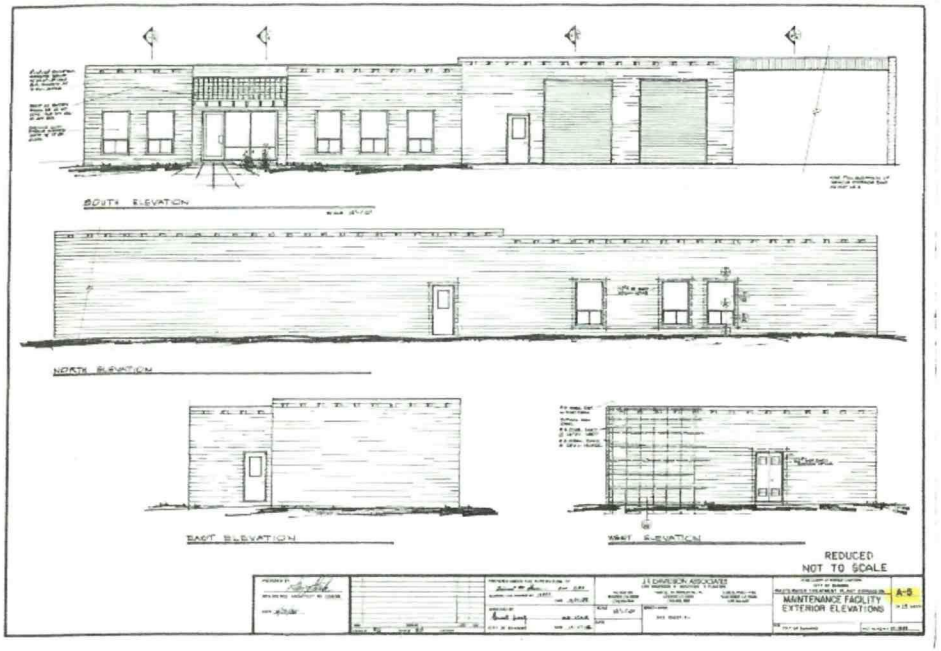

TYP POND SECTION
PIPING / OUTLET
REDUCED
NOT TO SCALE
J.J. DAVIDSON ASSOCIATES
C-6
EFFLUENT DISPOSAL PONDS

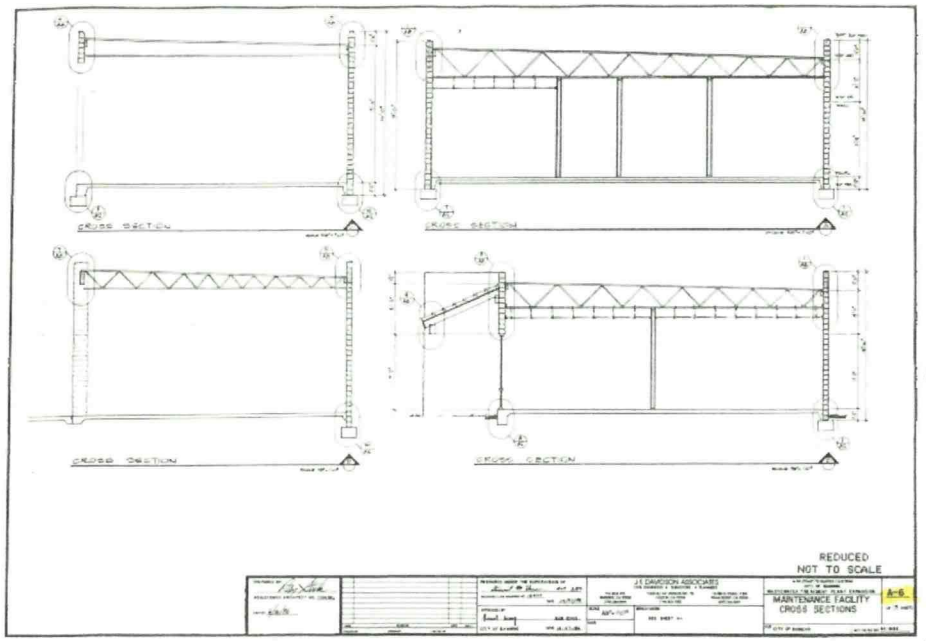

CHARLES ST.
SCHEDULE OF ARCHITECTURAL DRAWINGS
OFFICE
MAINTENANCE
COVERED STORAGE
SITE PLAN
GENERAL NOTES
REDUCED
NOT TO SCALE
J.J. DAVIDSON ASSOCIATES
MAINTENANCE FACILITY
SITE PLAN
A-1

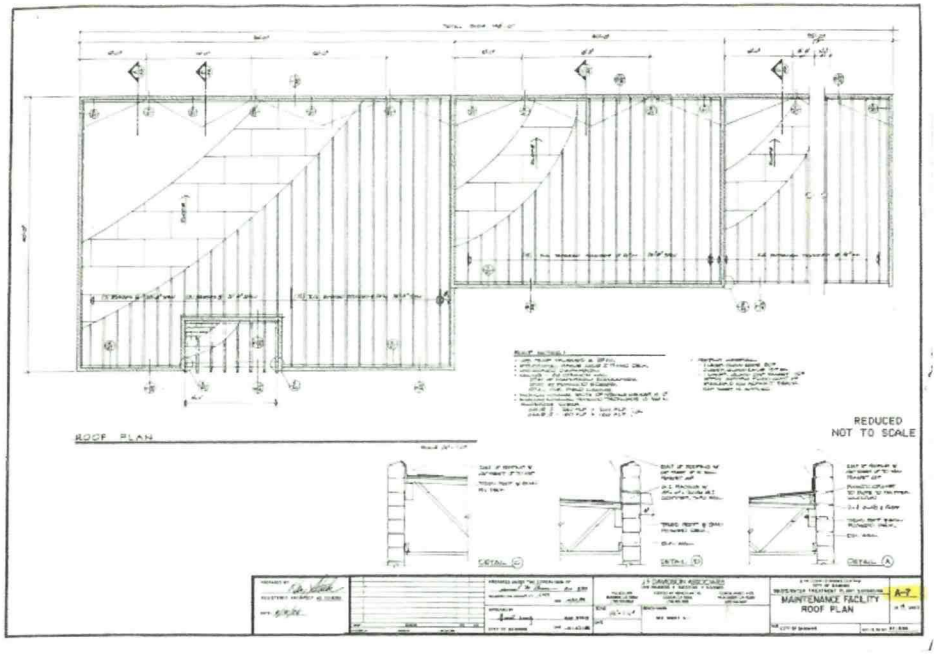
FOUNDATION PLAN
REDUCED
NOT TO SCALE
MAINTENANCE FACILITY
FOUNDATION PLAN
A-1

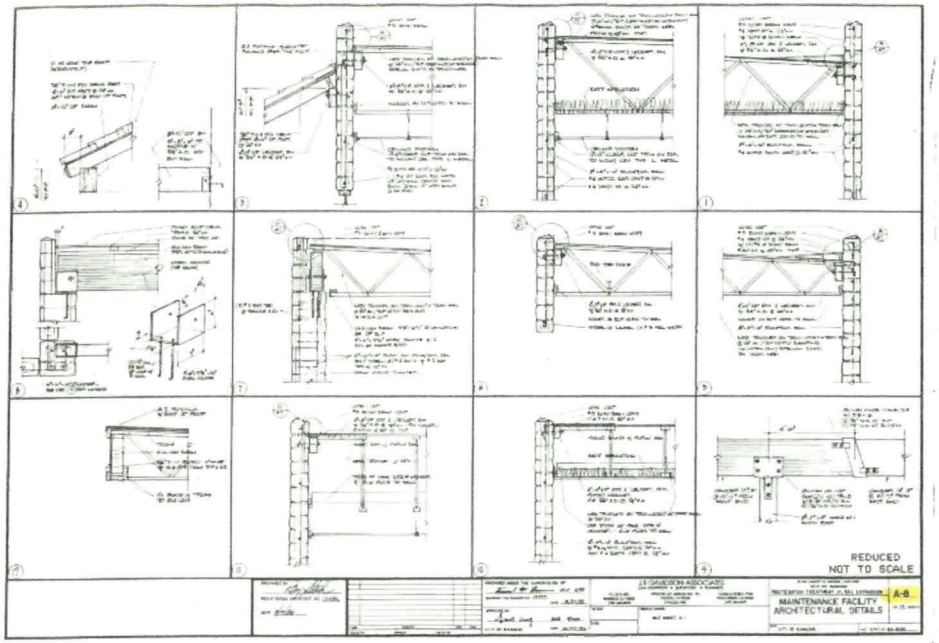
REDUCED
NOT TO SCALE
MAINTENANCE FACILITY
FLOOR PLAN
A-2


ROOF PLAN (VEHICLE STORAGE BAYS)
FLOOR PLAN (VEHICLE STORAGE BAYS)
ELEVATION OF VEHICLE STORAGE BAYS
REDUCED
NOT TO SCALE
J.T. DAVIDSON ASSOCIATES
MAINTENANCE FACILITY
FLOOR PLAN
(STORAGE AREA)
A-6


SOUTH ELEVATION
NORTH ELEVATION
EAST ELEVATION
WEST ELEVATION
REDUCED
NOT TO SCALE
J.T. DAVIDSON ASSOCIATES
MAINTENANCE FACILITY
EXTERIOR ELEVATIONS
A-5

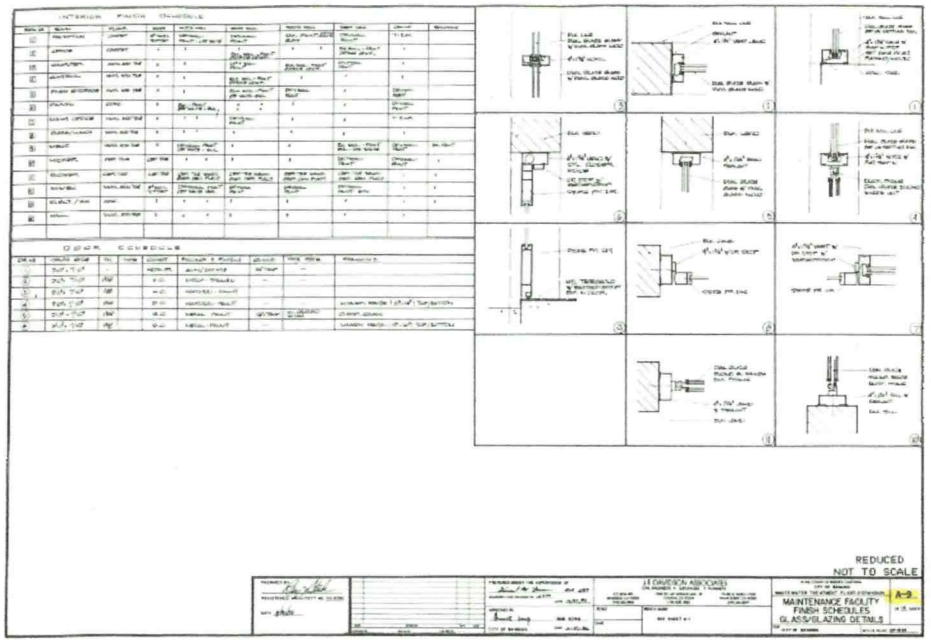

CROSS SECTION
CROSS SECTION
CROSS SECTION
CROSS SECTION
REDUCED
NOT TO SCALE
J.T. DAVIDSON ASSOCIATES
MAINTENANCE FACILITY
CROSS SECTIONS
A-6


ROOF PLAN
REDUCED
NOT TO SCALE
DETAIL C
DETAIL D
DETAIL A
J.T. DAVIDSON ASSOCIATES
MAINTENANCE FACILITY
ROOF PLAN
A-7



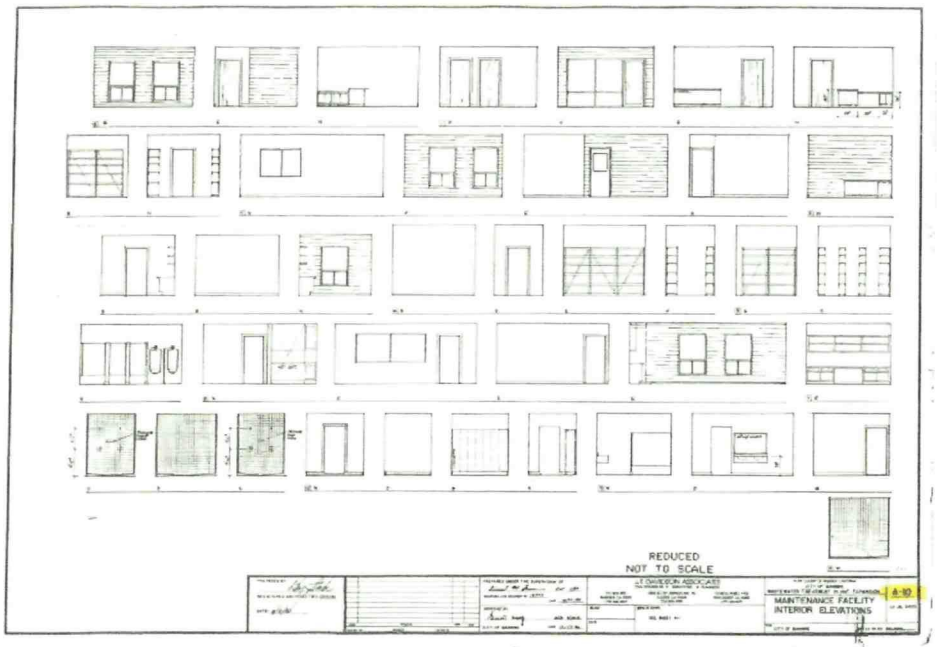
REDUCED
NOT TO SCALE

MAINTENANCE FACILITY
ARCHITECTURAL DETAILS
A-8



REDUCED
NOT TO SCALE

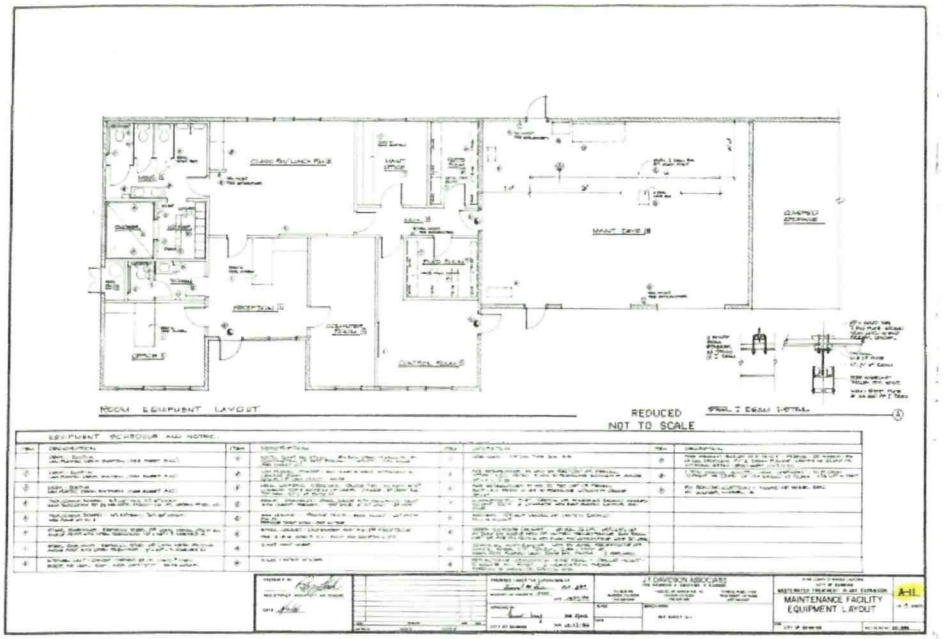
MAINTENANCE FACILITY
FINISH SCHEDULES
GLASS/GLAZING DETAILS
A-9



REDUCED
NOT TO SCALE

MAINTENANCE FACILITY
INTERIOR ELEVATIONS

A-10

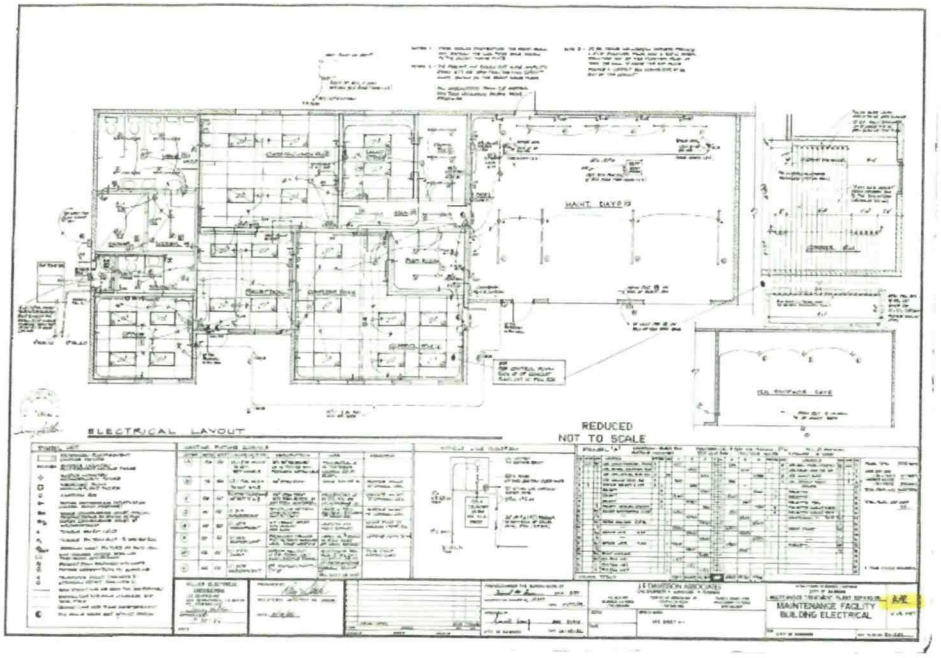


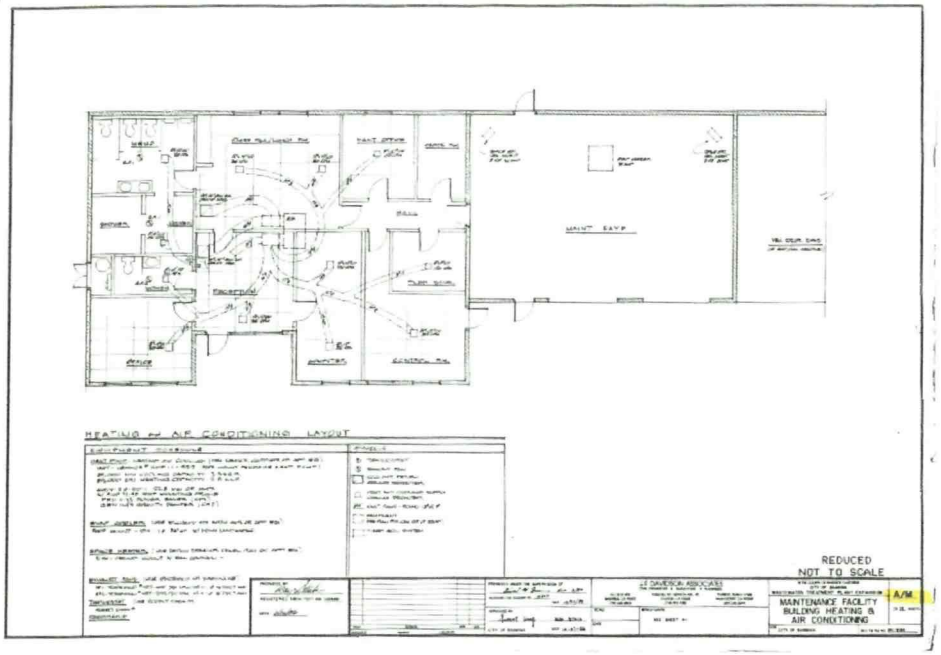
ROOM EQUIPMENT LAYOUT

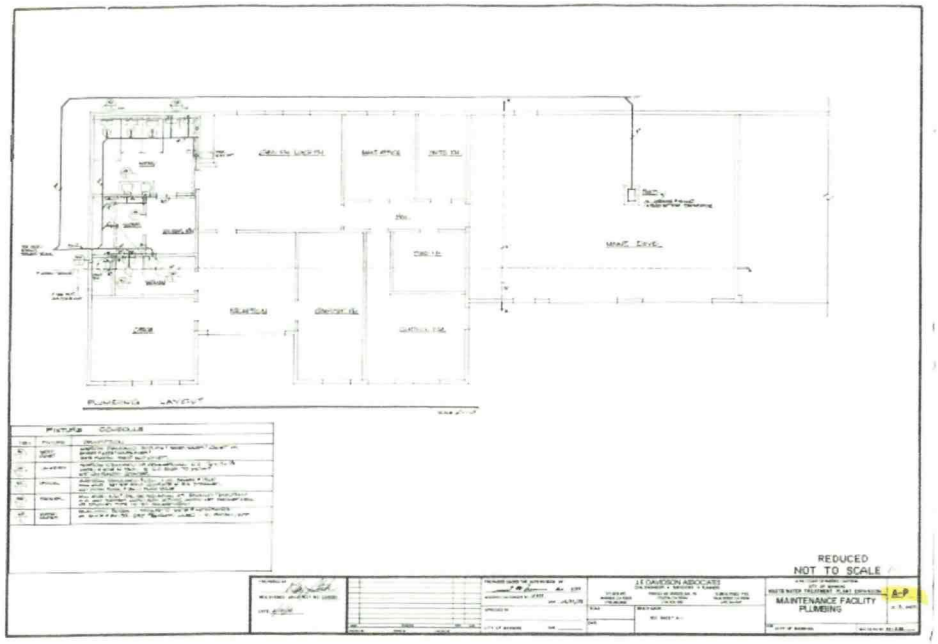
REDUCED
NOT TO SCALE

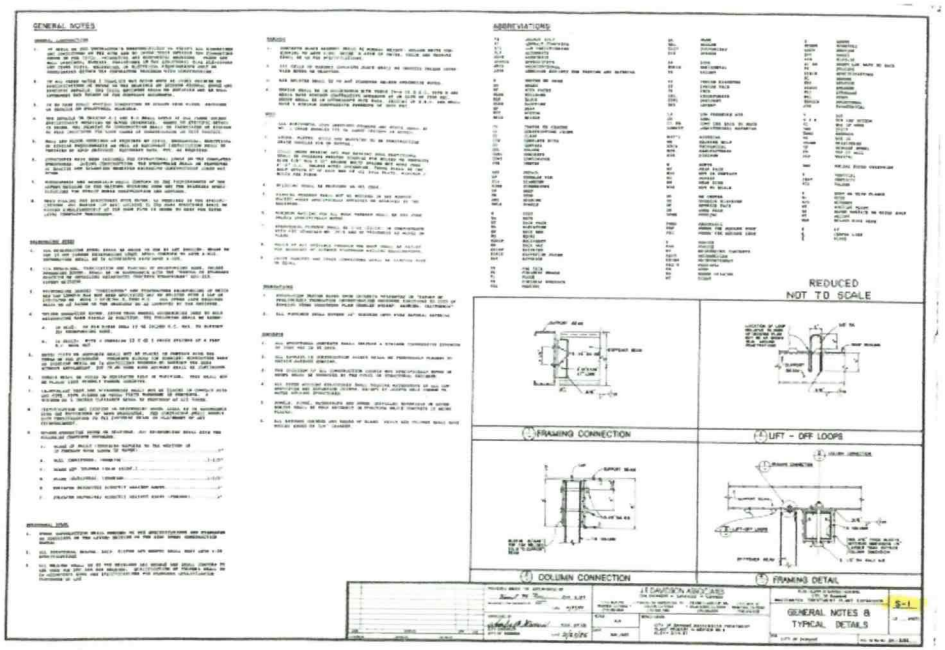
MAINTENANCE FACILITY
EQUIPMENT LAYOUT

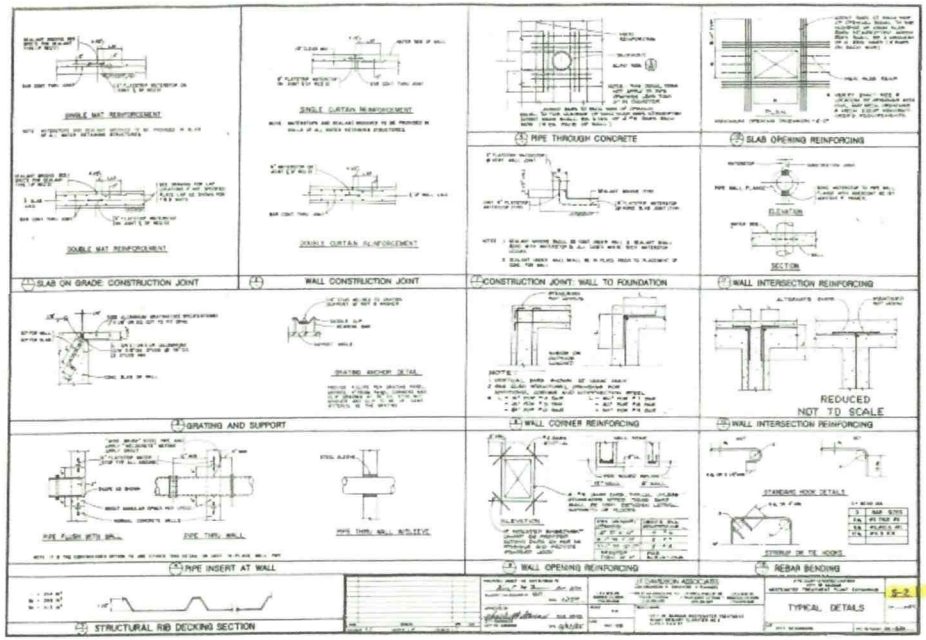
A-11

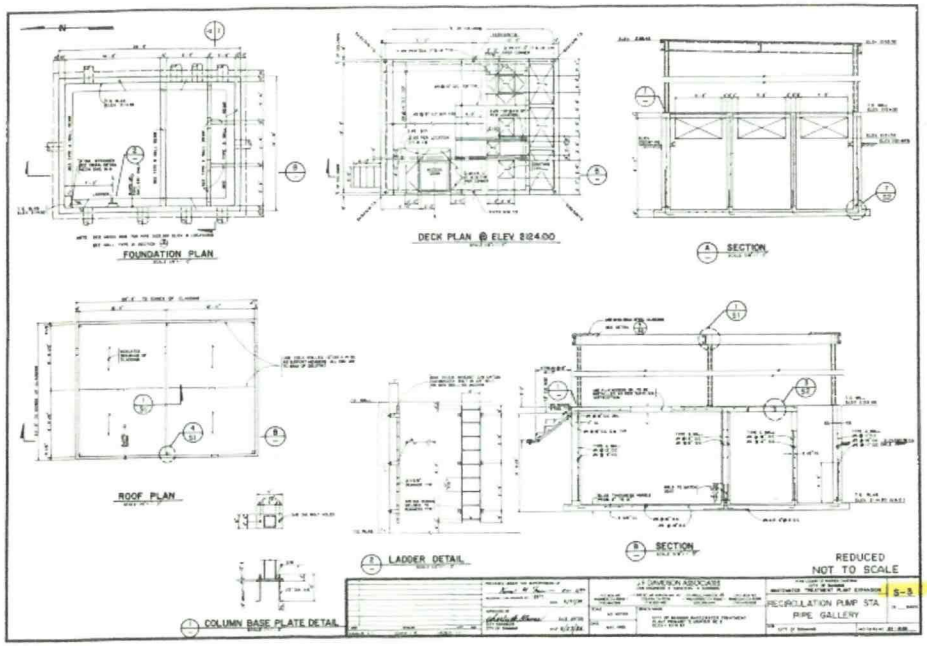

MAINT. GARAGE
ELECTRICAL LAYOUT
REDUCED
NOT TO SCALE
MAINTENANCE FACILITY
BUILDING ELECTRICAL
E/E

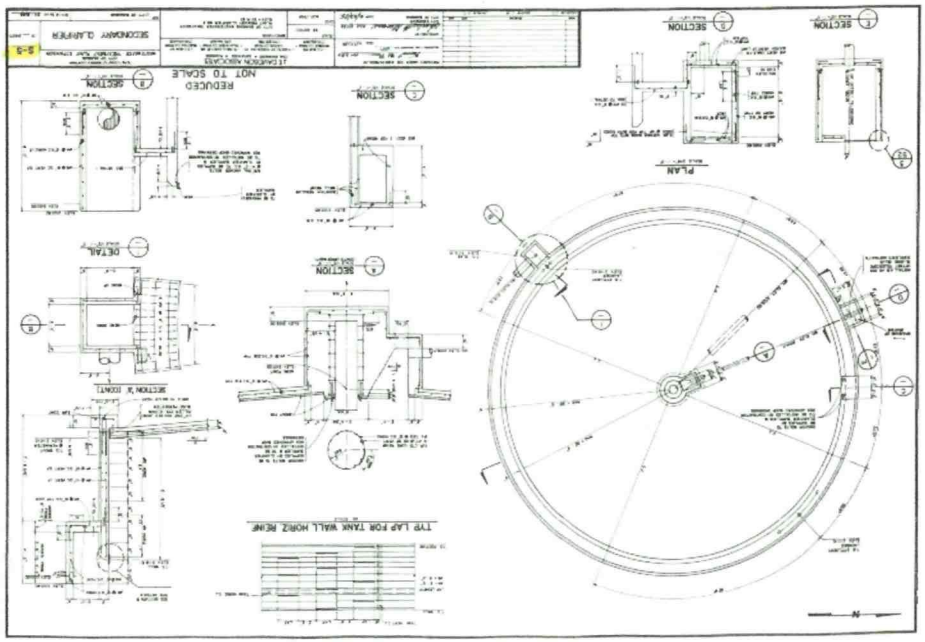

MAINT. GARAGE
HEATING & AIR CONDITIONING LAYOUT
REDUCED
NOT TO SCALE
MAINTENANCE FACILITY
BUILDING HEATING &
AIR CONDITIONING
A/M

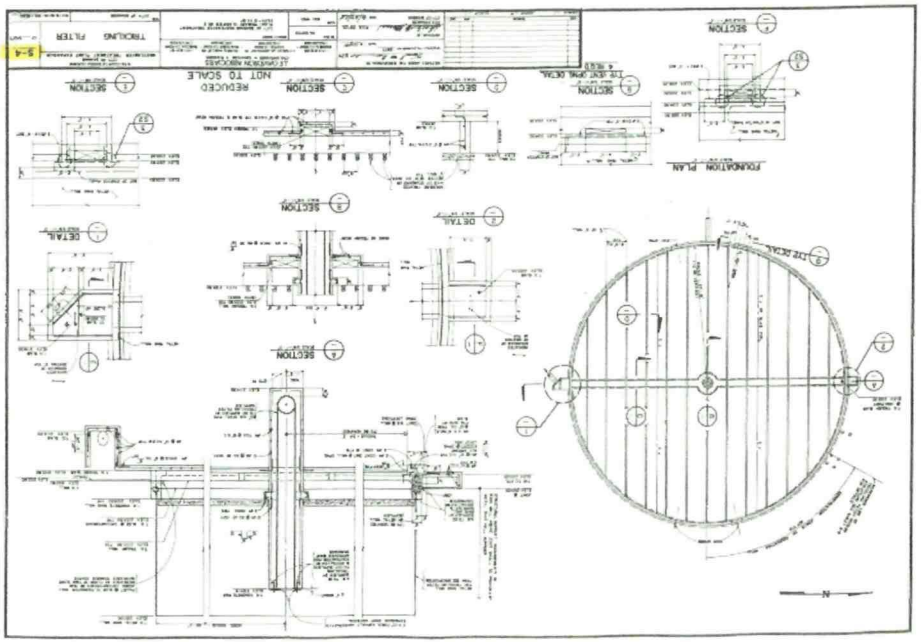

PLUMBING LAYOUT
REDUCED
NOT TO SCALE
J.E DAWSON ASSOCIATES
MAINTENANCE FACILITY
PLUMBING
A-P


GENERAL NOTES
ABBREVIATIONS
REDUCED
NOT TO SCALE
1 FRAMING CONNECTION
2 LIFT - OFF LOOPS
3 COLUMN CONNECTION
4 FRAMING DETAIL
J.E DAWSON ASSOCIATES
GENERAL NOTES &
TYPICAL DETAILS
S-1


SINGLE MAT REINFORCEMENT
DOUBLE MAT REINFORCEMENT
SLAB ON GRADE: CONSTRUCTION JOINT
SINGLE CURTAIN REINFORCEMENT
DOUBLE CURTAIN REINFORCEMENT
WALL CONSTRUCTION JOINT
GRATING ANCHOR DETAIL
GRATING AND SUPPORT
PIPE FLUSH WITH SIDE
PIPE THRU WALL
PIPE THRU WALL W/SLEEVE
PIPE INSERT AT WALL
STRUCTURAL RIB DECKING SECTION
PIPE THROUGH CONCRETE
CONSTRUCTION JOINT: WALL TO FOUNDATION
NOTE:
WALL CORNER REINFORCING
ELEVATION
WALL OPENING REINFORCING
SLAB OPENING REINFORCING
ELEVATION
SECTION
WALL INTERSECTION REINFORCING
REDUCED
NOT TO SCALE
WALL INTERSECTION REINFORCING
STANDARD HOOK DETAILS
STIRRUP OR TIE HOOKS
REBAR BENDING
J.T. DAVISON ASSOCIATES
TYPICAL DETAILS
S-2


FOUNDATION PLAN
DECK PLAN @ ELEV 2124.00
SECTION
ROOF PLAN
LADDER DETAIL
SECTION
COLUMN BASE PLATE DETAIL
REDUCED
NOT TO SCALE
J.T. DAVISON ASSOCIATES
RECIRCULATION PUMP STA
PIPE GALLERY
S-5



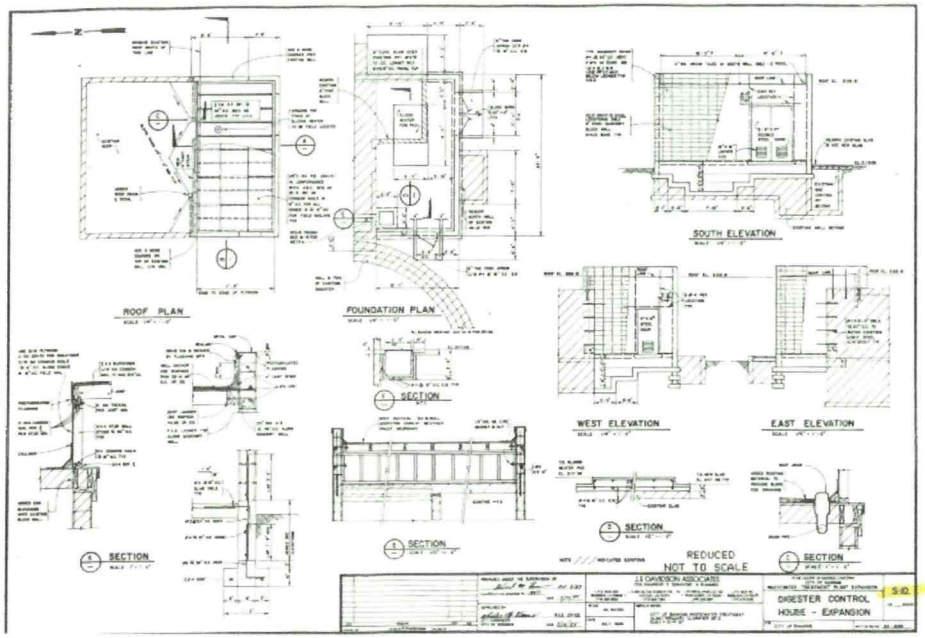


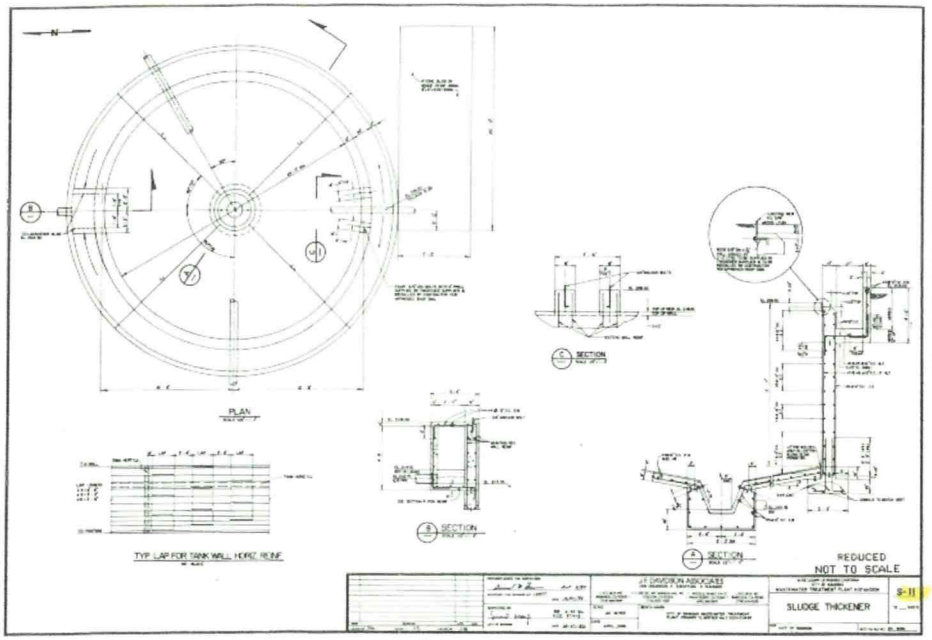
PLAN VIEW
TYPICAL LAYOUT OF VERTICAL STEEL FOR 8" WALL
REDUCED
NOT TO SCALE
CHLORINE CONTACT TANK

ROOF PLAN
FOUNDATION PLAN
EAST ELEVATION
WEST ELEVATION
NORTH ELEVATION
SOUTH ELEVATION
REDUCED
NOT TO SCALE
CHLORINE EQUIPMENT BUILDING

ROOF PLAN OVER EXISTING PRIMARY EFFLUENT PUMPING STA.
SECTION
DETAIL
DETAIL
DETAIL
NOT TO SCALE
REDUCED
PRIMARY EFFLUENT PUMP STA. ROOF

STAIR FOUNDATION PLAN
STAIR PLAN
SECTION
SECTION
SECTION
SECTION
SECTION
SECTION
SECTION
DETAIL
NOTE
NOT TO SCALE
REDUCED
TRICKLING FILTER ACCESS


ROOF PLAN
FOUNDATION PLAN
SOUTH ELEVATION
WEST ELEVATION
EAST ELEVATION
SECTION
SECTION
SECTION
SECTION
SECTION
REDUCED
NOT TO SCALE
J.E DAVIDSON ASSOCIATES
DIGESTER CONTROL
HOUSE - EXPANSION
S-10


PLAN
TYP LAP FOR TANK WALL HORIZ REINF
SECTION
SECTION
SECTION
REDUCED
NOT TO SCALE
J.E DAVIDSON ASSOCIATES
SLUDGE THICKENER
S-11

REDUCED
NOT TO SCALE

REDUCED
NOT TO SCALE

VALVE DESIGNATION	LOCATION	DUTY	TYPE	SIZE	OPERATOR
RC-100-PG	PIPE GALLERY	RECIRC. PUMP NO. 1 D.V.	PLUG	8	MANUAL
RC-101-PG	PIPE GALLERY	RECIRC. BYPASS VALVE	PLUG	8	MANUAL
RC-102-PG	PIPE GALLERY	RECIRC. PUMP NO. 2 D.V.	PLUG	8	MANUAL
RC-103-PG	PIPE GALLERY	RECIRC. PUMP NO.1 BACKFLOW PREVENTION	SWING CK.	8	
RC-104-PG	PIPE GALLERY	RECIRC. PUMP NO. 2 BACKFLOW PREVENTION	SWING CK.	8	
WPF-100-PEF	PRIMARY EFFLUENT PUMP	P.E. PUMP NO. 3 BACKFLOW PREVENTION	SWING CK.	12	
WPF-101-PEF	PRIMARY EFFLUENT PUMP	P. E. PUMP NO. 3 D. V.	PLUG	12	MANUAL
WPF-102-PG	PIPE GALLERY	TP NO. 1 D. V.	PLUG	16	MANUAL
WPF-103-PG	PIPE GALLERY	TP NO. 2 D. V.	PLUG	16	MANUAL
WPF-104-PG	PIPE GALLERY	FUTURE TP NO. 3 D. V.	PLUG	16	MANUAL
SL-100-SCL	SECONDARY CLARIFIER	SLUDGE CONTROL	TELESCP.	8	MANUAL
WPE-100-CC	CHLORINE CONTACT TANK	BACKFLOW PREVENTION	SWING CK.	8	
WPE-101-CC	CHLORINE CONTACT TANK	SAMPLE VALVE	PER SPECS	3/4	MANUAL
WPE-102-CC	CHLORINE CONTACT TANK	CONTROL VALVE	GATE	2	MANUAL
WPE-103-CCB	CHLORINE SOLUP. BLDG.	RES. ANALYZER WATER SUPPLY D.V.	PLUG	2	MANUAL
WPE-104-CEB	CHLORINE SOLUP. BLDG.	CHLORINATOR WATER SUPPLY D.V.	PLUG	2	MANUAL
WPE-105-CEB	CHLORINE SOLUP. BLDG.	PRESS. RELIEF VALVE	SAFETY V.	2	
CB-100-CEB	CHLORINE SOLUP. BLDG.	BACKFLOW PREVENTION	SWING CK.	1	
CB-101-CEB	CHLORINE SOLUP. BLDG.	CHLORINE SOLUTION SYPHON	GATE	2	MANUAL
CB-102-CEB	CHLORINE SOLUP. BLDG.	CHLORINE SOLUTION D.V.	GATE	1	MANUAL
CB-101-CC	CHLORINE CONTACT TANK	DIFFUSER INLET	COMP STOP	1	MANUAL
TSL-100-ST	SLUDGE THICKENER	SLUDGE BYPASS VALVE	PLUG	6	MANUAL
TSL-101-ST	SLUDGE THICKENER	SLUDGE CONTROL	PLUG	6	MANUAL
TSL-106-ST	SLUDGE THICKENER	SLUDGE CONTROL	PLUG	6	MANUAL
TSL-100-DCH	DIGESTER CONTROL HSE.	CONTROL VALVE	PLUG	8	MANUAL
TSL-101-DCH	DIGESTER CONTROL HSE.	BYPASS VALVE	PLUG	6	MANUAL
TSL-102-DCH	DIGESTER CONTROL HSE.	BACKFLOW PREVENTION	RUBBER CK.	4	
SL-101-DCH	DIGESTER CONTROL HSE.	CONTROL VALVE	PLUG	8	MANUAL
SL-101-SCL	SECONDARY CLARIFIER	CONTROL VALVE	TELESCP.	8	MANUAL
SW-100-DCH	DIGESTER CONTROL HSE.	BACKFLOW PREVENTION	SWING CK.	4	
SW-101-DCH	DIGESTER CONTROL HSE.	CONTROL VALVE	PLUG	4	MANUAL
SW-102-DCH	DIGESTER CONTROL HSE.	CONTROL VALVE	PLUG	4	MANUAL
SD-100-SDB THRU SD-111-SDB	SLUDGE DRYING BEDS	CONTROL VALVES	PLUG	8	MANUAL
SL-101-SCL	SECONDARY CLARIFIER	CONTROL VALVE	GATE	8	MANUAL
SL-103-SCL	SECONDARY CLARIFIER	CONTROL VALVE	GATE	8	MANUAL

VALVE DESIGNATION	LOCATION	DUTY	TYPE	SIZE	OPERATION
WPF-100-SD THRU WPF-109-SD	EFFLU. DISPOSAL PUMPS	CONTROL VALVES	B.F.VALVE	16	
WPF-104-CC	CHLOR. CONTACT TANK	BACKFLOW PREVENT.	SWCHECK	12	
WPF-105-CC	CHLOR. CONTACT TANK	VERT PUMP # 1 C.V.	B.F.VALVE	12	MANUAL
WPF-106-CC	CHLOR. CONTACT TANK	BACKFLOW PREVENT.	SWCHECK	12	
WPF-107-CC	CHLOR. CONTACT TANK	VERT PUMP # 2 C.V.	B.F.VALVE	12	MANUAL

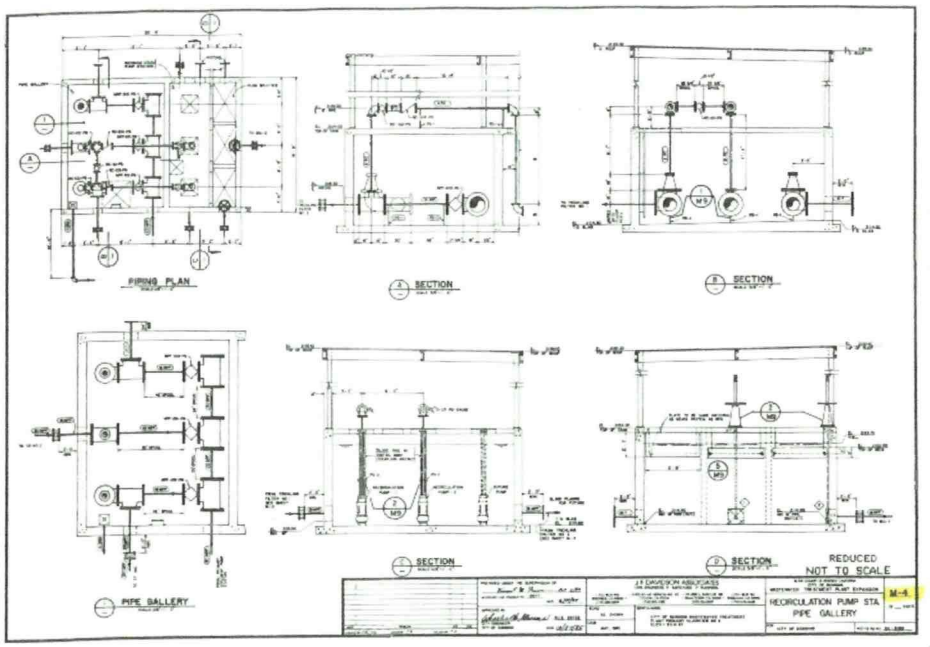
BUBBLER NOTE DESIGNATION	LOCATION	DUTY	TYPE	SIZE	OPERATION
1	RECIRCULATION PUMP STATION	SCL – 2 SHUT-OFF	PUSH INVT.	8-6	MANUAL
2	RECIRCULATION PUMP STATION	SCL – 1 SHUT-OFF	PUSH INVT.	8-6	MANUAL
3	CHLORINE CONTACT TANK	PIP 5&6 CONTROL GATE	PUSH INVT.	16-12	MANUAL
4	CHLORINE CONTACT TANK	PIP 1-4 & OUTFALL CONTROL	PUSH INVT.	16-8	MANUAL
5	OUTFALL JUNCT. STRUCT.	DIRECT DISCHARGE CONTROL GATE	PUSH INVT.	16-8	MANUAL
6 THRU 7	SLUDGE DRYING BEDS	DECANT VALVE (UNMARKED OPENING	PUSH INVT.	12-10	MANUAL

REDUCED
NOT TO SCALE

J.S. DAVIDSON ASSOCIATES

VALVE & SLIDE GATE SCHEDULE

M-5

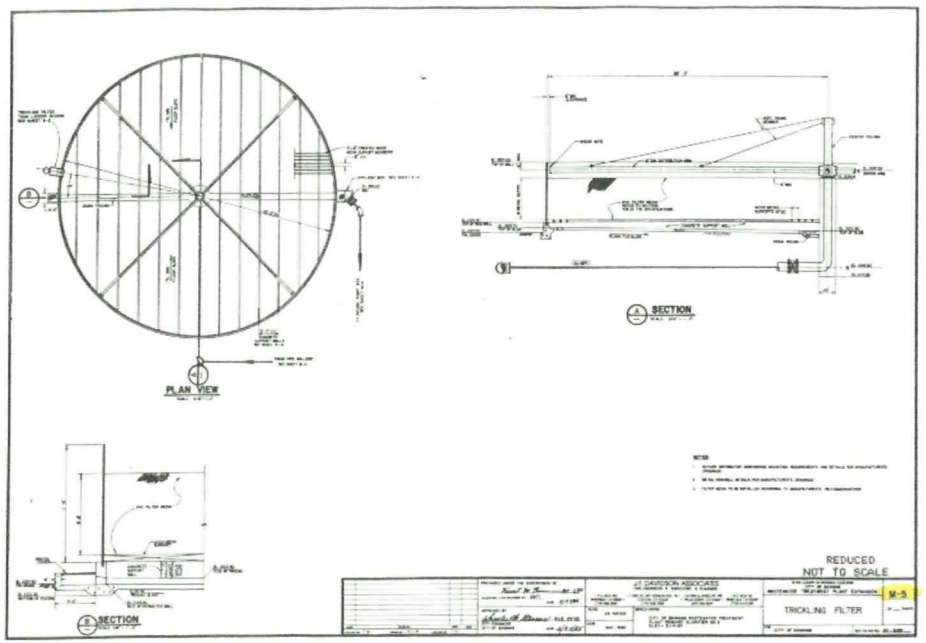


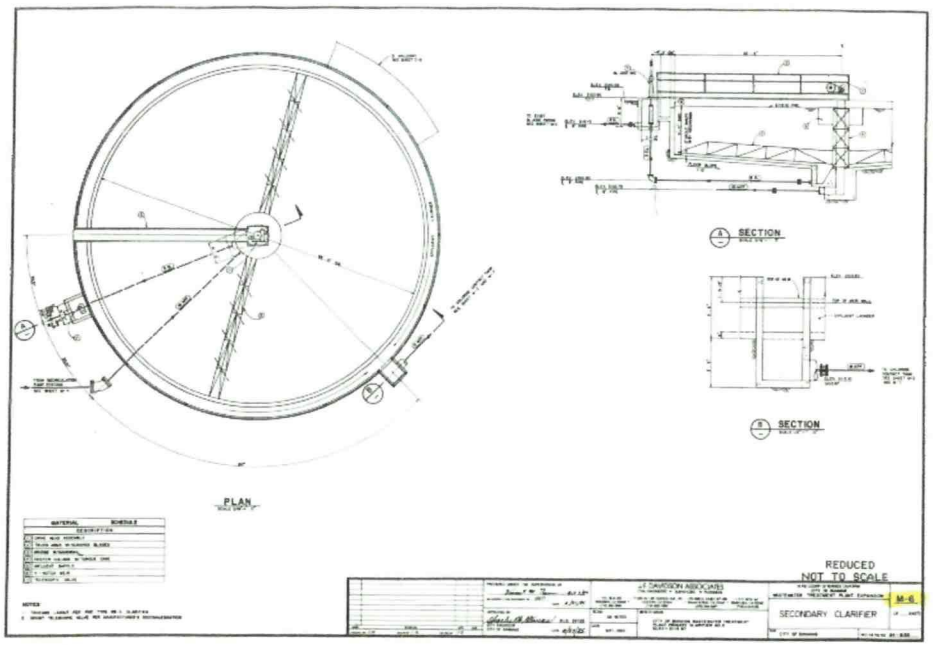
REDUCED
NOT TO SCALE

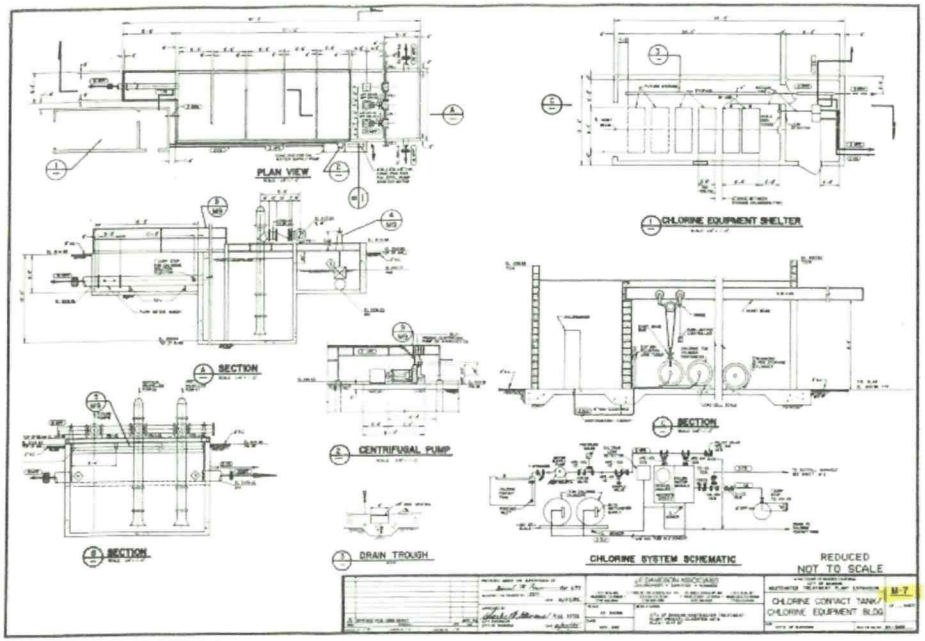
J.S. DAVIDSON ASSOCIATES

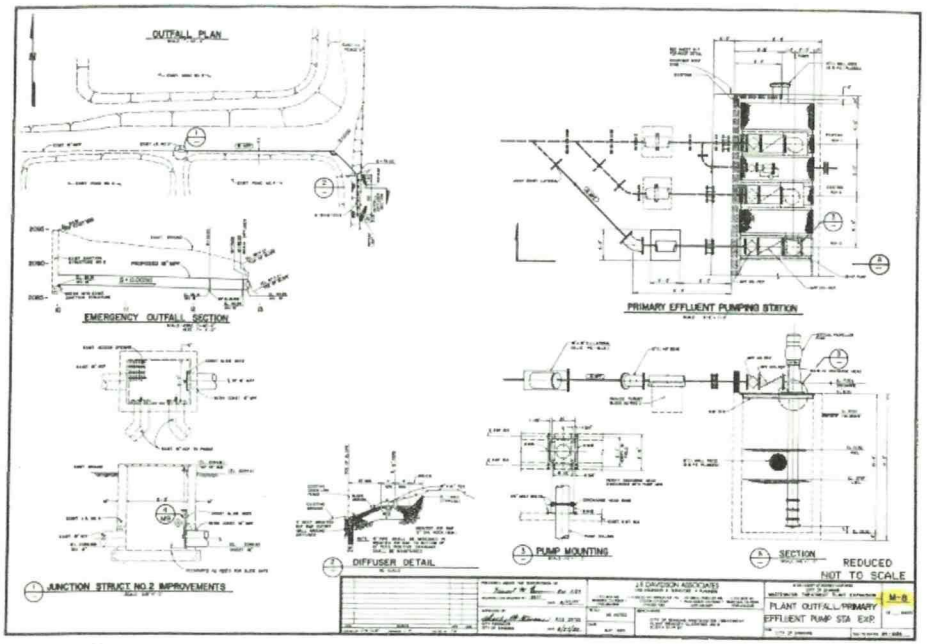
RECIRCULATION PUMP STA.
PIPE GALLERY

M-6


PLAN VIEW
SECTION
SECTION
REDUCED
NOT TO SCALE
J.F. DAVIDSON ASSOCIATES
TRICKLING FILTER
M-5

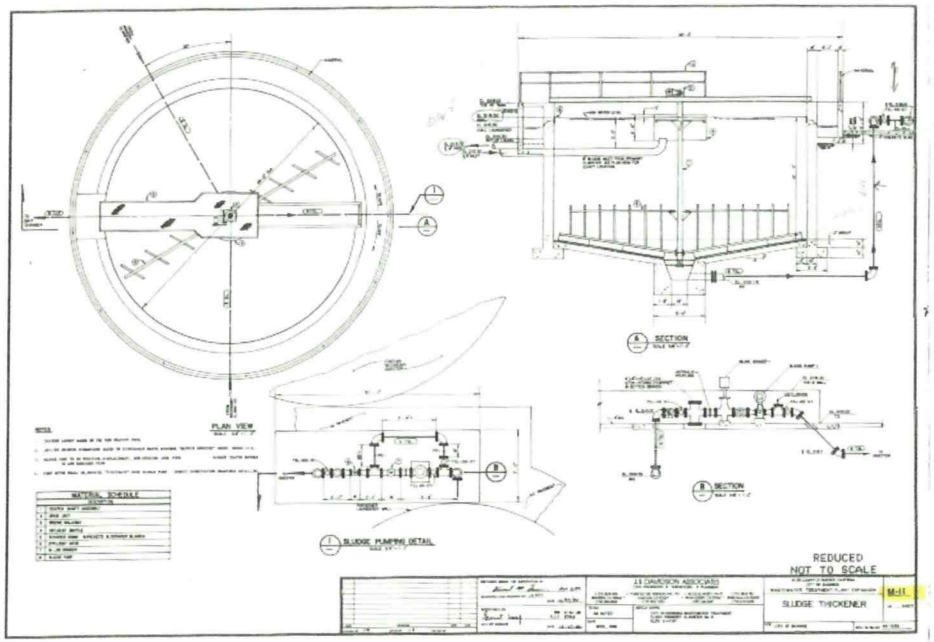

PLAN
SECTION
SECTION
REDUCED
NOT TO SCALE
J.F. DAVIDSON ASSOCIATES
SECONDARY CLARIFIER
M-6


PLAN VIEW
CHLORINE EQUIPMENT SHELTER
SECTION
SECTION
CENTRIFUGAL PUMP
SECTION
DRAIN TROUGH
CHLORINE SYSTEM SCHEMATIC
REDUCED
NOT TO SCALE
M-7
CHLORINE CONTACT TANK/
CHLORINE EQUIPMENT BLDG


OUTFALL PLAN
EMERGENCY OUTFALL SECTION
PRIMARY EFFLUENT PUMPING STATION
JUNCTION STRUCT NO.2 IMPROVEMENTS
DIFFUSER DETAIL
PUMP MOUNTING
SECTION
REDUCED
NOT TO SCALE
M-8
PLANT OUTFALL/PRIMARY
EFFLUENT PUMP STA EXP.

PIPE SUPPORT - 1
PIPE SUPPORT - 2
SLIDE GATE DETAIL
HANDRAIL DETAIL
EQUIPMENT PAD DETAIL
PUMP COVER DETAIL
RECTANGULAR WEIR
DRAIN DETAIL
PIPE SUPPORT - 3
PIPE SUPPORT DIMENSION TABLE
TELESCOPIC VALVE DETAIL
PLAN VIEW
SECTION
REDUCED
NOT TO SCALE
MECHANICAL DETAILS
M-9

PLAN
FLUME DETAIL
SECTION
SECTION
DRAIN TROUGH DETAIL
REDUCED
NOT TO SCALE
SLUDGE HEATER
M-10



EQUIPMENT ..... MECHANICAL , ELECTRICAL AND CONTROL CHARACTERISTICS

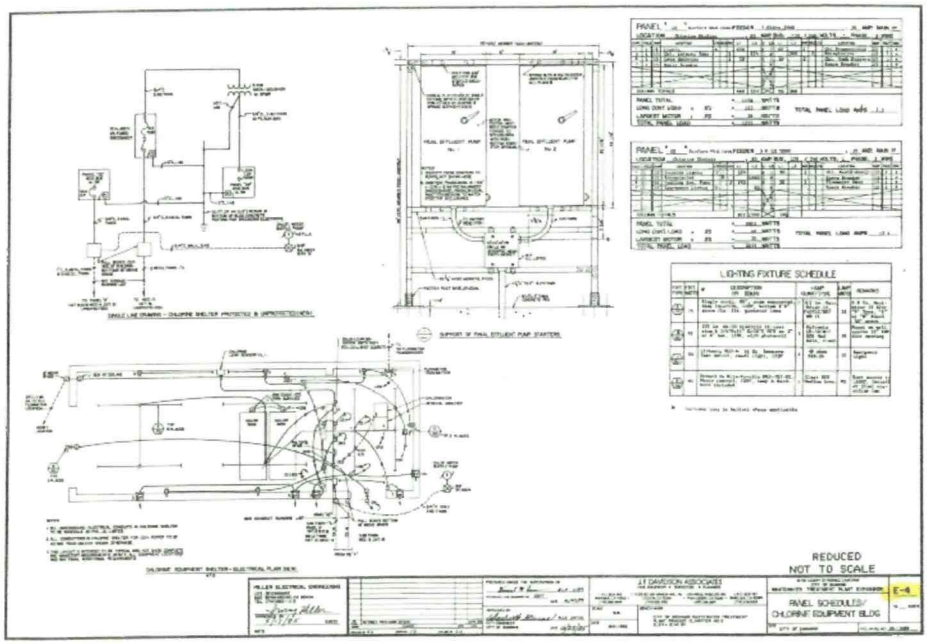
EQUIPMENT NUMBER	EQUIPMENT	EQUIPMENT LOCATION	SPEC.	VOLTAGE	PHASE	H.P.	K.W.	ELECTRICAL M.C.C. UNIT	M.C.C. STARTER SIZE	M.C.C. STARTER SWGL.	M.C.C. STR	I.P. RATT	ELECTRICAL CONTROL AT MOTOR	ELECTRICAL CONTROL AT M.C.C. CONTROL SECTION	ELECTRICAL CONTROL M.C.P.	DRIVE POWER	REMARKS
PSP - 1	PRIMARY EFFLUENT PUMP EXISTING	PRIMARY EFFLUENT PUMP STA.		480	3	25		WD	2	3R	WD			HOA,RF,LLS	HOA,RF	NO	VARIABLE FREQUENCY DRIVE SPEED CONTROL
PSP - 2	PRIMARY EFFLUENT PUMP EXISTING	PRIMARY EFFLUENT PUMP STA.		480	3	25		WD	2	3R	WD			HOA,RF,LLS	HOA,RF	NO	VARIABLE FREQUENCY DRIVE SPEED CONTROL
PSP - 3	PRIMARY EFFLUENT PUMP	PRIMARY EFFLUENT PUMP STA.	4.1.3	480	3	25		WD	2	3R	WD			HOA,RF,LLS	HOA,RF	NO	VARIABLE FREQUENCY DRIVE SPEED CONTROL
PSP - 4	PRIMARY EFFLUENT PUMP FUTURE	PRIMARY EFFLUENT PUMP STA.		480	3	25		WD	FUT	3R	FUT.			HOA,RF,LLS	FUTURE	NO	VARIABLE FREQUENCY DRIVE SPEED CONTROL
RC - 11	RECIRCULATION PUMP	RECIRCULATION PUMP STATION	4.1.3	480	3	5			1	1	MCC		DISC.	OF,RF	OF,RF		
RC - 2	RECIRCULATION PUMP	RECIRCULATION PUMP STATION	4.1.3	480	3	5			1	1	MCC		DISC.	OF,RF	OF,RF		
TF - 2	TRICKLING FILTER NO. 2	FILTER	4.1.5														PLASTIC FILTER MEDIA
SCL - 2	SECONDARY CLARIFIER NO. 2	CLARIFIER	4.1.6	480	3	3/4		SCL-2	1	1	MCC		DISC.,LA	OF, A	OF,RF		OVERLOAD ALARM AND SHUTOFF
CHL - 1	CHLORINATOR	CHLORINE EQUIPMENT BUILDING	4.1.6	120	1							GE				YES	
ARAL - 1	CHLORINE RESIDUAL ANALYZER	CHLORINE EQUIPMENT BUILDING	4.1.6	120	1							GR				NO	
CLP - 1	CHLORINE SYSTEM WATER SUPPLY PUMP	CHLORINE EQUIPMENT BUILDING	4.1.6	480	3	3		CLP-1					OF		RF	YES	
CLLR - 1	CHLORINE LEAK DETECTOR	CHLORINE EQUIPMENT BUILDING	4.1.3	120	1							GE				YES	
FMT - 1	FLOWMETER	CHLORINE EQUIPMENT BUILDING	4.1.1									GR				NO	FULL PIPE FLOW METER - RECORDER TO BE LOCATED AT CONTROL BUILDING
HOIST - 1	CHLORINE TANK HOIST	CHLORINE EQUIPMENT BUILDING	4.1.6	480	3	2											HOIST CONTROL BY M.F.
CHF - 1	CHLORINE GAS VENTILATION FAN NO.1	CHLORINE EQUIPMENT BUILDING	4.1.7				.11					GE	HOA			YES	CONTROLED BY CHLORINE LEAK DETECTOR
CHF - 2	CHLORINE GAS VENTILATION FAN NO.2	CHLORINE EQUIPMENT BUILDING	4.1.7				.11					GE	HOA			YES	CONTROLED BY CHLORINE LEAK DETECTOR
VF - 1	VENTILATION FAN NO.1	CHLORINE EQUIPMENT BUILDING	4.1.7				.08					GR	OF			NO	
VF - 2	VENTILATION FAN NO.2	CHLORINE EQUIPMENT BUILDING	4.1.7				.08					GR	OF			NO	
VF - 3	VENTILATION FAN NO.3	CHLORINE EQUIPMENT BUILDING	4.1.7				.08					GR	OF			NO	
ST - 1	SLUDGE THICKENER NO.1	THICKENER	4.1.5	480	3	1/2		MCC-6	1	3R	MCC		DISC.,SA	OF, A		NO	
SVR - 1	SLUDGE SPINDLER NO. 1	THICKENER	4.1.5	480	3	7.5		MCC-6	1	3R	MCC		DISC	HOA,RF,AA		NO	CONTROLS FURNISHED BY EQUIPMENT SUPPLIER
SLP - 1	SLUDGE PUMP NO.1	THICKENER	4.1.5	480	3	5		MCC-6	1	3R	MCC		DISC	HOA,RF,AA		NO	
FEP - 1	FINAL EFFLUENT PUMP NO. 1	CHLORINE CONTACT TANK	4.1.5	480	3	15		MCC	3	3R	MCC		DISC	OF		NO	
FEP - 2	FINAL EFFLUENT PUMP NO. 2	CHLORINE CONTACT TANK	4.1.5	480	3	15		MCC	3	3R	MCC		DISC	OF		NO	

ABBREVIATIONS

J.F. DAVIDSON ASSOCIATES
EQUIPMENT CHARACTERISTICS
E-1

NOT TO SCALE
REDUCED

NOT TO SCALE
REDUCED

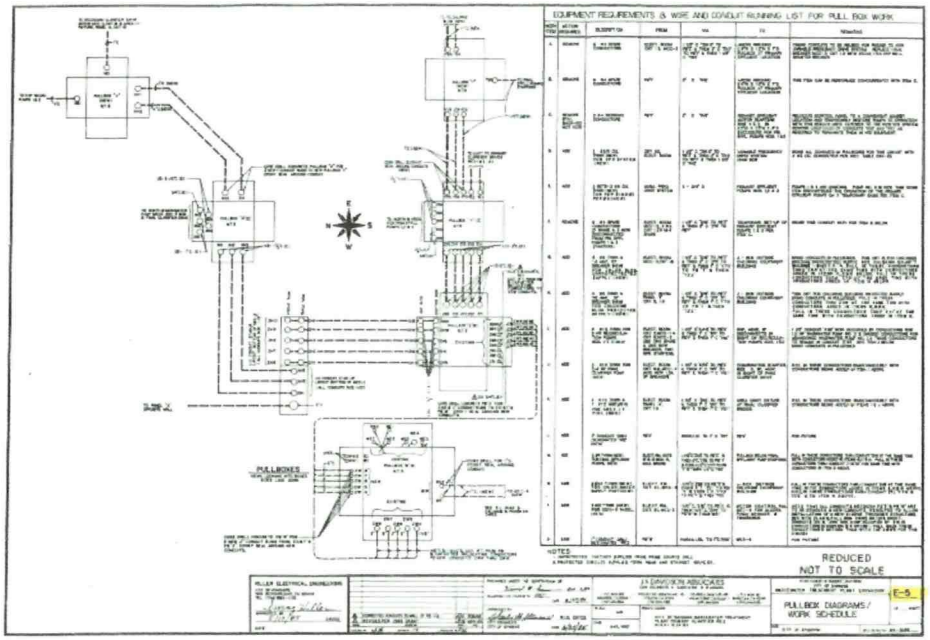


LIGHTING FIXTURE SCHEDULE

REDUCED
NOT TO SCALE

PANEL SCHEDULES/
CHLORINE EQUIPMENT BLDG

E-4



EQUIPMENT REQUIREMENTS & WIRE AND CONDUIT RUNNING LIST FOR PULL BOX WORK

PULLBOXES

REDUCED
NOT TO SCALE

PULLBOX DIAGRAMS/
WORK SCHEDULE

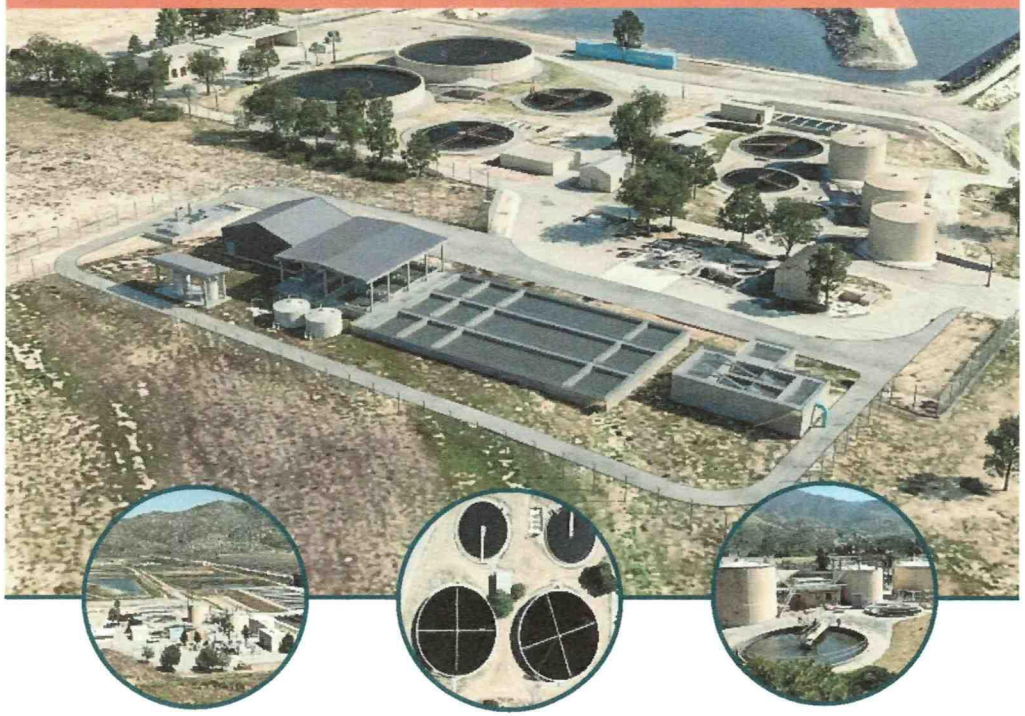
E-5

Exhibit E

Design-Builder's Proposal

PROPOSAL

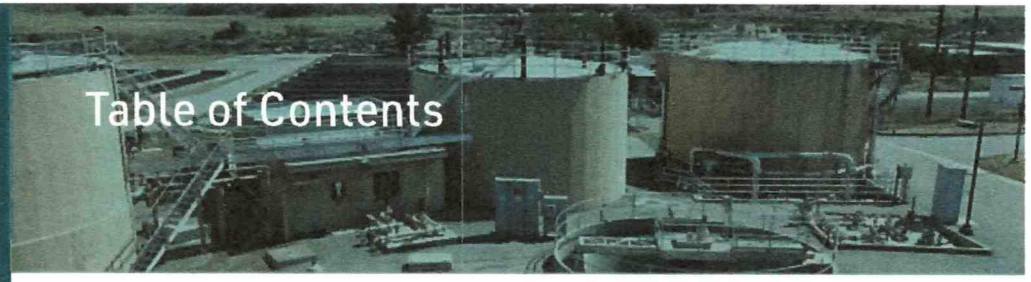
Design and Construction of the City of Banning Wastewater Treatment Plant and Recycled Water Project



Prepared by:
AECOM/W. M. LYLES CO.,
A Joint Venture

AECOM W.M. LYLES CO.
a joint venture

Submitted:
October 11, 2024
Attention: Barbara Mason



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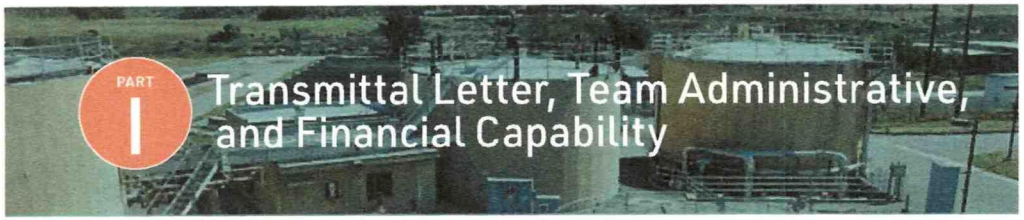
Part V: Phase I Cost Proposal (under separate submittal)

Part VI: Required Forms (uploaded into OpenGov)

Appendix A: Preliminary Drawings and Schedule

Appendix B: Resumes

Please note that forms, insurance letters, surety letters and any other required documents have been uploaded separately to your OpenGov procurement site per the RFP instructions.



PART I

Transmittal Letter, Team Administrative, and Financial Capability

AECOM W.M. LYLES CO.
a joint venture

October 11, 2024

Barbara Mason, Purchasing Manager
City of Banning - Purchasing Division
99 E. Ramsey Street
Banning, CA 92220

Proposal for Progressive Design-Build Services for the City of Banning Wastewater Treatment Plant and Recycled Water Upgrades Project - RFP-24-074

We are excited by the opportunity to become a trusted partner of the City in developing the most cost-effective solution for your wastewater treatment plant upgrades that will minimize impacts to your rate payers while at the same time, provide a long-term solution to support community growth. Our team has worked hard to find **design-to-budget ideas for your project and we are confident that the solutions we present in our proposal can save the City$10M+** compared to the original concept. Highlights of our proposal include:

- **Experts skilled in progressive design-build and MBR systems.** AECOM/Lyles have worked together on numerous progressive design-build treatment plant upgrade projects totaling over $1B, as well as many MBR systems. These past experiences allow us to work together seamlessly to deliver your project and hone in on the biggest cost items, optimizing the budget for the City.
- **Experience with San Gorgonio Pass and desert communities.** From our wealth of experience delivering similar projects in surrounding communities (including Beaumont), we have a strong appreciation for pragmatic solutions that work for you.
- **A proven progressive design-build management approach.** We know how to streamline the crucial Phase 1 activities so that collaboration is fostered while still making timely decisions to maintain the overall project schedule. We are committed to a transparent Guaranteed Maximum Price (GMP) presentation and converting this project from Phase 1 to Phase 2.
- **Design to Budget Ideas that offer real savings.** We have left no stone unturned in looking at ways to save the City money while still achieving your project goals. From optimizing basin sizing, to finding a creative way to forego the reverse osmosis (RO) system, we offer the City ways to lessen the impact to your rate payers, while maintaining the resiliency to accommodate local population growth and future permit expectations.
- **A dedication to a quality project.** Our design to budget ideas do not come at a cost of quality or impacting the City's options in the future. We are committed to using proven vendors and quality suppliers and our design provides for easy future expansion with low capital expenditure.
- **Our corporate commitment to make this a success for the City.** We are committing the team provided herein for the duration of the project. We have learned that team continuity throughout the duration is critical to the overall project success and delivering the lowest total project cost.

Single Point of Contact for AECOM/Lyles – Project Manager Joe Lawrence is the single point of contact for the team, ensuring clear communication and streamlined project management.

Joe Lawrence
Design-Build Project Manager
26501 Madison Avenue
Murrieta, CA 92562
T: 916.644.9487 | E: jlawrence@wmlylesco.com

We appreciate the City using an industry standard template as the basis for the sample agreement, and we are confident that we can negotiate a contract with the City for this project. We also confirm that we have read and understood all elements of the RFP. Furthermore, in our cost proposal, we have provided a detailed scope of work of our services.

Bonding and Sureties – The AECOM/Lyles team confirms we will meet the bonding requirements outlined in the Request for Proposal (RFP). We have included in our proposal a Surety Letter of Intent and the *Proposal Bid Bond* as required in RFP section IV.E.

Financial Capacity – Both AECOM and Lyles confirm there are no changes in our firms' financial capacities and bonding capabilities. The financial statements included in our SOQ are the most current and there are no changes in our standings.

CEQA, Funding, and PLA Compliance – The AECOM/Lyles JV confirms we have reviewed the *CEQA, Funding, and PLA Compliance* requirements, signed and included the form in our proposal uploads in your procurement system, and agree to comply with the terms and conditions.

Per the instructions in the Request for Proposal, our Part V Phase 1 Cost Proposal has been submitted as a separate file. Part VI Required Forms have been completed and uploaded into the OpenGov procurement system.

We have assembled a truly collaborative and integrated team. We look forward to sharing more details on our proposal during the interview. AECOM Lyles appreciates the time and commitment the City has invested in this procurement process and appreciate you meeting with our team during our proposal development. **Our goal as the City's of Banning's trusted partner is to implement a "no surprises" and "design to budget" commitment throughout the project. This can only happen through effective, open and transparent communication and we look forward to working side-by side with the City in delivering this project.** Thank you for your consideration.

Respectfully submitted,

AECOM/Lyles Joint Venture

Joseph B. Lawrence - Project Manager
SVP, Alternative Delivery Manager
Authorized Signatory
W. M. Lyles Co.
O: 916.375.1833 | M: 559.647.6650
jlawrence@wmlylesco.com

Brian Daly, PE
SVP, Director North America Water Design-Build
Authorized Signatory
AECOM Technical Services, Inc.
O: 978.905.2527 | M: 781.799.1791
brian.daly@aecom.com



PART II

Project Team, Experience, and Approach

The AECOM/Lyles Team presented in our SOQ is 100% committed to the success of the City's WWTP and Recycled Water Upgrade project—from day one to day done.



"I am fully committed to collaborating with the City for the next several years to continue the implementation and construction of Banning's WWTP project, ensuring a safe and sustainable wastewater and recycled water system for decades to come.

–Joe Lawrence
Design-Build Project Manager



"I'm looking forward to this exciting partnership with the City of Banning where we explore cost-effective solutions, keeping the rate payers in mind at every step as we design to budget for this important project.

–Gabriel Perigault
Design Manager



"I pledge to open lines of communication with all stakeholders, including operations staff, to keep construction moving on the project and deliver first-class facilities of the highest quality, on budget and schedule – with no surprises.

–Marcos Reyes
Construction Manager

Key Project Personnel

As presented in our SOQ, the AECOM/Lyles key personnel have delivered together on design-build treatment projects in California with significant upgrade and maintenance of plant operations considerations, bringing demonstrated efficiency and collaboration to the City. Our management team—along with Treatment Process Design Lead Alex Franchi, Preconstruction Manager Vince Guillama, Construction Superintendent Anthony Pilato. Commissioning Lead Vijay Kumar, and other team members—remain fully committed to meeting all of the project objectives detailed in the City's RFP.

Team Enhancement

We are presenting one key team member enhancement in **Joe Lawrence as our Design-Build Project Manager.** Joe has a distinguished career in the water/wastewater industry, with 22 years of experience managing design-build projects for public and private water and wastewater treatment facilities. Throughout his career, Joe has been involved in all aspects of project delivery including project management, preconstruction services, cost control and budgeting, construction implementation, and start-up and commissioning on numerous alternative delivery projects, including design-build and progressive design-build projects. Many of these projects involved collaboration with the same AECOM/Lyles JV team we are proposing for this project.

While we have **NO CHANGE to the rest of our team or any of the key staff presented in our SOQ**, our team will be further enhanced during contracting efforts with disadvantaged subconsultants from our Good Faith Outreach efforts. We pledge to meet any goals required by the City and/or different funding sources and grants.

On the next page is an update to our organizational chart (Figure II-1) highlighting the enhancements to our team. We have also included a brief biography for our project manager Joe Lawrence that summarizes his qualifications. We would be happy to provide resumes for all of our team members at the City's request. **All other components of our team and SOQ remain unchanged.**

Benefits of the AECOM/Lyles Team

- ✓ **Extensive resources** that are fully committed to this project
- ✓ **Simultaneous and direct access to design and construction resources** at all times through our integrated joint venture
- ✓ **A team that has successfully worked together** to deliver other projects in the region
- ✓ **Proven ability to partner with owners through their first progressive design-build and get to Phase 2** without exercising the "off-ramp"
- ✓ **Collaborative design process:** price, constructability, operability are considered holistically
- ✓ **Innovative concepts** to minimize total project cost such as right-sizing tankage
- ✓ **Staff continuity** through all project phases
- ✓ **Maintain ongoing plant operations** with detailed construction sequencing
- ✓ **Comprehensive start-up and commissioning plan** to ensure operations staff is trained to operated the new facility

Enhancing our Team... WM Lyles Co., led by the exceptional project management of Mr. Joe Lawrence, delivered outstanding quality and expertise on the East WWTP Tertiary Filtration, UV Disinfection and Biosolids Improvements Project (Jacobs being a business partner, coincidentally with the UV equipment and mechanical startup for Jacobs). We're eager to work alongside Joe again and the WM Lyles Co. team again on future projects! – James Rourke, P.E., Construction Manager, PSOMAS



Joe Lawrence

Design-Build Project Manager

Joe is a Senior Vice President at W. M. Lyles and Collaborative Delivery Manager with over 22 years of experience in managing and delivering larger-scale water and wastewater treatment projects. He has a proven track record in preconstruction planning, project management, pre-construction services, cost control and budgeting, construction implementation, and start-up and commissioning on numerous design-build and progressive design-build projects. Joe is committed to delivering high-quality infrastructure while leading teams and managing complex project requirements.

Why Joe?

- ✓ Involved in every design-build project completed by AECOM/WM in the last 5 years
- ✓ Brings expertise in **collaboration** and is aligning with the team to **design to budget** for project success
- ✓ Has multiple projects with the City of Banning and **understands the solutions** to upgrading the existing wastewater treatment plant
- ✓ Advanced understanding of various delivery methods, including design-build and progressive design-construct
- ✓ Deep technical expertise, particularly in SCADA upgrades, in digital treatment, tertiary filtration, and solids handling processes

Highly experienced progressive design-build project manager working on WWTP upgrades similar to the City of Banning

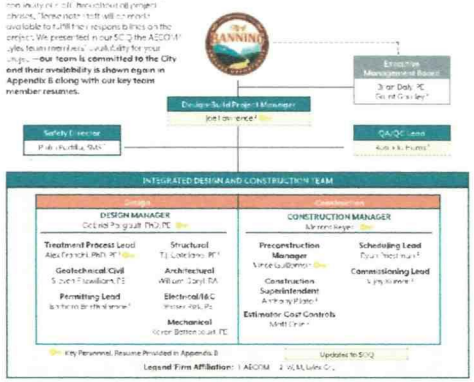
Joe brings 22+ years of experience in managing wastewater treatment plant upgrades with a primary focus on collaborative delivery. He brings detailed preconstruction phase cost and scheduling experience combined with years of heavy civil construction and startup/operations knowledge for water/wastewater infrastructure. He understands each step of the project lifecycle and how critical an in-house planning team **Joe has been working closely with AECOM for the past 15 years on design-build projects such as:**

- Last Chance Advanced Water Purification (LCAWP) Packages 1 and 3 Progressive Design-Build
- City of Stockton Regional Wastewater Control Facility Progressive Design-Build (Ongoing)
- City of Paso Wastewater Treatment Plant Secondary and Tertiary Improvements Design-Build
- City of Santa Cruz – Graham Hill Water Treatment Plant Upgrades Progressive Design-Build

AECOM/Lyles project personnel are available to start work immediately and are committed to the City of Banning for the duration of your project.

Figure 2-1: Organization Chart

Our core team for your project is shown below. If one of our key personnel becomes unavailable for unforeseen circumstances, we have identified alternate staff who are equally qualified to fulfill their responsibilities on the project. We present in our SOQ the AECOM/Lyles team members' availability for your project. **Our team is committed to the City and their availability is shown again in Appendix B along with our key team member resumes.**



Good Faith Efforts

At AECOM/Lyles, we are dedicated to fostering diversity and inclusion through active engagement with Disadvantaged Business Enterprises (DBEs). Our comprehensive outreach strategy, including advertised public events, ensures economic growth and equal opportunity. We host public outreach events to share information on collaborative projects, maximizing participation from both local and competitive environments. For example, at Hi-Desert Water District, our open house with local unions, businesses, subcontractors, and the public resulted in multiple bids and met all SRF grant requirements. **For this project, we placed legal notice ads announcing the DBE opportunity in the Banning Record Gazette and performed searches on four websites (CA.GOV, DOT.CA, SBA, and CalTrans), resulting in solicitation of 1,223 DBEs. From that outreach effort, 21 DBEs have expressed interest in bidding.**

Team Experience

BEST for BANNING

Our team has prioritized this project over other opportunities in the marketplace. We have been tracking this project for 3+ years because the City is the type of client we want to work for—a pragmatic desert community looking to make every dollar count.

The AECOM/Lyles team has NO CHANGE to our project experience. The information presented in our Statement of Qualifications (SOQ) demonstrates a long history of working on design-build projects together as well as unmatched local experience working on similar projects for similar clients in Southern California. Table II-1 below summarizes the client reference projects previously presented. **Additional recent successful projects include the CR&R Riverside County Environmental Center in Perris, the Victor Valley Waste to Energy project in Victorville, Morongo WWTP in Cabazon, Beaumont, Hi-Desert, Yucaipa, Palm Springs and Lytle Creek WWTPs, all of which showcase our team's deep-rooted understanding of the local area.**

Table 2-1. Summary of Project Experience presented in our Statement of Qualifications

Project Name/Location	Scope of Services	Relevance	Self Performance Level	Similar Performance Criteria
East County Advanced Water Purification Progressive Design-Build, Santee, CA AECOM/Lyles JV	Progressive Design-Build for WWTP and AWT	Reuse, RO, New Plant, PDB, T22 compliance	78%	☑
SI WWTP Improvements Progressive Design-Build Rialto, CA AECOM/Lyles JV	Progressive Design-Build of WWTP improvements	Design to Budget, significant cost savings realized	75%	☑
Regional WPCF Upgrades Progressive Design-Build Stockton, CA AECOM/Lyles JV	Progressive Design-Build of WWTP improvements	Design to Budget, adjusted GMP to meet Client's goals	78%	☑
WWTP Salt Mitigation Upgrade Project Beaumont, CA W. M. Lyles	Construction of treatment plant upgrades including MBR	Neighboring community facing similar challenges	78%	☑
HDWD Wastewater Reclamation Facility Progressive Design-Build Yucca Valley, CA W. M. Lyles	Progressive Design-Build of treatment plant including MBR and UV	Design to Budget, $2M in cost VE cost savings	75%	☑

Imperial Wastewater Treatment Plant Upgrade — Additional Project Experience



This comprehensive project for the City of Imperial, completed in 2021 by Lyles, involved significant upgrades to the existing WWTP:

- Upgrades to the existing influent pump station and the construction of several new facilities
- New facilities included a grit structure, aeration basins, **MBR facility**, and dewatering facility
- Designed to efficiently process an average daily flow of 2.4 million gallons of wastewater
- Initial stages involved demolition of an existing aeration basin, setting up a shoring and dewatering system, and excavating 15,000 cubic yards of earthwork
- The team then installed approximately 5,500 lineal feet of below-grade piping and constructed the aeration basins, membrane bioreactor basins, and the slab for the dewatering facility building
- The final stages involved the completion of the membrane bioreactor facility and installation of the above-grade process mechanical piping and equipment

Approach

Key staff have delivered together on progressive design-build wastewater projects and projects in the San Gorgonio Pass and desert areas, bringing lessons learned and collaboration to the City

Management of the Project Team

The AECOM/Lyles team has no other companies as part of our core team at this time. We have advertised this project for 30 days in the Press Empire and, if selected, we intend to add small business firms, such as surveyors, drillers and geotechnical firms, during Phase One to meet City goals and grant/funding source requirements.

As presented in our SOQ and reaffirmed in the previous subsection, the AECOM/Lyles key personnel have delivered together on design-build treatment projects in California. The team has **successfully employed designing-to-budget** on other projects and will work in close collaboration with City staff and its advisory team to implement this proven approach.

How Key Staff will Interact in a Collaborative Manner

The AECOM/Lyles team will be led by **Design-Build Project Manager Joe Lawrence.** Joe will bring his 22+ years of experience with water/wastewater treatment plant construction in California. Joe will have overall accountability and day to day contact with the City and your advisors through the entire project.

Design Manager Gabriel Perigault will lead the overall design of the project. He will work closely with the preconstruction and construction teams and your staff to deliver a design that meets your budget. He will lead the technical workshops that are associate with our collaborative approach. Gabriel has managed the design for numerous water and wastewater facilities, including the recent Davis, Rialto and Stockton WWTP design-build projects delivered with Lyles. With 30+ years of experience and a leader in innovative treatment technologies including MBR systems, he will guide the team and provide the City with a project that provides reliable performance while optimizing capital and operational expenses.

BEST for BANNING

Being a highly experienced, integrated 50/50 JV team functioning as one entity, our business operating culture is truly collaborative with all parties dedicated to the same goal of designing to a budget. This is in stark contrast to other DB entities who will have designers subcontracted to a general contractor.

Treatment Process Lead Alex Franchi will lead the treatment process train scheme and the technical details related to the MBR and disinfection systems. He will coordinate with Gabriel, Vince and the rest of the team to make sure the most cost-effective technical solutions are brought forward and he will be on point for discussions with critical technology vendors to ensure our design and the scope of supply align.

Preconstruction Manager Vince Guillama will work closely with Mike, Gabriel and the City's team to establish the initial project estimate and update it regularly as design decisions are made and the scope is finalized. He will also work closely with Construction Manager Marcos Reyes in developing and maintaining the project schedule. Vince is a proven collaborator in this role, having provided preconstruction services for a multitude of DB projects, notably the City of Davis, City of Santa Cruz, East County AWP (I&3), and City of Stockton Projects, all undertaken as part of the AECOM/Lyles JV.

Construction Manager Marcos Reyes will participate in constructability and VE reviews during Phase One. He will work with Vince in maintaining the project schedule. During Phase Two, he will oversee the construction of the upgrades. Marcos has over 15 years of experience managing construction of wastewater facilities. He is currently serving as WRF Construction Manager for the ECAWP Project, following his successful role as Construction Manager on the $25M Rialto WWTP Project (also operated by Veolia), both in collaboration with AECOM.

Constructability, Operability, Maintainability, Durability, Sustainability, VE, and Efficiency of Design and Construction

Applying the best aspects of progressive design-build. Our approach builds upon the work completed by the City and our concept is a starting point for discussions with the City's team (see Part 3). We applaud the City's approach to use the progressive design-build (PDB) model and we know that collaborative, cost-centric discussions will drive best solutions. We are no strangers to this process with PDB projects completed and underway in Rialto, Stockton, and the ECAWP program in Santee. Phase One management elements will be focused on workshops, design development, price certainty and construction sequencing. Preconstruction Manager Vince Guillama and Construction Manager Marcos Reyes will participate in the VE sessions and constructability reviews to provide their input.

Our JV will use Primavera P6 to track the schedule and adjust as needed. The meetings and workshops schedule will be critical in driving technical decisions to maintain overall project schedule and designing to budget as the primary goal through direct presentation of cost impacts as they relate to specific options. Details on our approach to both Phase One and Two are presented in the following subsections.

Phase One Approach

Our design to budget approach starts with a detailed agreement of the process train and **we will leverage vendor provided designs when they provide capital and operational benefits.**

Our scope and initial estimate will establish the City's the must have scope items. We will also make separate list of wish list items that can be added into the project during Phase One, as the budget allows.

Building on the baseline cost and critical guardrails established from the programming workshop, we will step through the workshop process. The baseline cost model will be used to measure alternatives or modifications against the initial layout to compare costs associated with alternative concepts, equipment or approaches that may be contemplated during the workshop process. Decision Log maintains positive momentum and serves as a go-to reference point so that decisions aren't constantly revisited.

We will use a clear process that documents agreed upon elements in the Decision Log to maintain positive project momentum. Elements that need adjustments or a different alternative will be vetted, refined and brought back to the City at a future meeting. We have learned that having a baseline upon which to compare "real-time" options allows the entire team to make educated, value-based decisions with the total project cost in mind. A critical Lesson Learned by our team is the importance of having sufficient engineering and planning budget. The additional effort placed on Phase I will result in significantly lower total project costs through sound decision making and review of total project lifecycle costs

BEST for BANNING

Our proven approach for PDB projects starts with an initial estimate that is based on real numbers from similar projects plus market outreach. The estimate is updated regularly, allowing the City to make value based decisions so there is no surprises at the GMP.

Disciplined cost accounting controls are the essential responsibility of the Project Manager in Phase One as engineering progresses to 100%. Weekly Estimates to Complete (ETC) are tracked by the Project Manager with weekly design cost reporting prepared by the JV controls team. Design to budget efforts is continual with regular construction cost and schedule adjustments reflected in the outcomes of design workshops, equipment/materials market interaction and early subcontractor inclusion.

As described later in this Section under the Collaboration heading, **we envision a workshop process to involve the City and its advisors to make the above decisions. The workshops will also be a key way we obtain operations team input and get feedback when finalizing equipment selection.**

PROVEN INNOVATION TO DRIVE DOWN PROJECT COSTS

Our VE and optioneering efforts on other design-build projects has resulted in an average savings to clients of 21% when comparing our solution to the owner's original concept

BEST for BANNING

OPTIMIZING DESIGN-TO-BUDGET THROUGH CREATIVE CONCEPTS

We recognize that all projects face some level of financial pressure. To this end we have already begun looking at potential alternatives to to meet the City's desired project budget. While these alternative will be developed more comprehensively during the phase I activities, we present a number of these in detail in Part III as a sign of commitment to the City that we take this responsibility seriously:

- ✓ **Right-sizing tankage and basins to save cost.** Our modeling and analysis shows that the sizing the aeration and mbr basins can be reduced, saving construction costs, while still providing the appropriate redundancy.
- ✓ **Three tank configuration of bioreactors.** Will provide required redundancy while providing cost savings.
- ✓ **Eliminate the initial need for the RO system and evaporation ponds.** We believe that blending MBR effluent and potable water can meet the nitrogen and TDS limits at a lower cost.
- ✓ **Hydraulics.** Maximize the use of gravity flow through the plant to lower pumping costs
- ✓ **Eliminate the third primary clarifier.** Savings can provided by not constructing the third primary clarifier without impacting the performance of the MBR system
- ✓ **Site layout.** The site's large area with limited interface points allows for spacious logistics, staging, and stormwater management. Early procurement and just-in-time delivery will streamline the project timeline and prevent delays.
- ✓ **Chlorination basin vs. UV disinfection.** Eliminate the construction of a large chlorination basin with a more cost-efficient and environmentally friendly UV disinfection.

Design

During Phase One, as part of the Progress Meetings, we will conduct design reviews on selected topics with the purpose of disseminating information, promoting discussion and obtaining feedback so that City staff understands the design and has enough information to approve the design. More resembling a workshop than a meeting, this approach to review meetings has been developed and honed on similar large and complex projects. We will manage design review meetings using the following best practices:

- ✓ Dedicated leader to facilitate
- ✓ Up-front technical discussion materials
- ✓ Clear agendas that specify: (1) purpose and decisions expected, (2) overview topics and issues, (3) discussion and review, (4) summary decisions made, and (5) approvals
- ✓ Clear, action-oriented minutes
- ✓ Follow-up action items and distribution of issue resolution

Schedule Management and City Reviews. We will use Primavera P6 to track progress and adjust course, as needed. The meetings, submittals, and review schedule will be critical in driving decisions to maintain overall project schedule. As described more fully in Part IV, we will use a cost loaded schedule and provide 3 week look aheads as appropriate.

Our Integrated JV Addresses City Concerns

Providing continuity in leadership between Project phases. A hallmark of how the AECOM/Lyles JV does design-build work is that we promote staff continuity throughout all project phases. This virtually eliminates any risk of discontinuity in leadership and any issues with information transfer. For instance, the project manager will stay engaged for all phases of the project. The design manager and all discipline leads will continue to be involved in the project after the design is complete, providing interpretation and responding to any questions in the field to make sure the design intent is carried out in



We will use 3D models during detailed design. We have experienced the benefits of using this tool in other projects as it provides a better perspective facilitating the understating among the design-build team, City staff, and other stakeholders, and, in the end, the decision-making process. It also helps break down the compartmentalization between design and construction, and avoid clashes between disciplines during construction, to see the project visualized early on.

AMENDMENT NO. 1 TO PROFESSIONAL SERVICES AGREEMENT (C01009) FOR WWTP ENVIRONMENTAL COMPLIANCE SERVICES BY AND BETWEEN CITY OF BANNING AND KIMLEY-HORN AND ASSOCIATES, INC.

THIS AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT FOR SERVICES ("Amendment No. 1") by and between the **CITY OF BANNING** ("City") and Kimley-Horn and Associates, Inc., a North Carolina Corporation, ("Consultant") is effective as of this day: _____.

RECITALS

A. City and Consultant entered into that certain Contract dated May 14, 2024 for the purpose of providing Environmental Compliance Services ("Agreement") following Request for Proposal (RFP 23-058), as approved by City Council Resolution 2024-70.

B. City and Consultant now desire to amend the Agreement to modify the Scope of Services, extend the Term of the Agreement to December 31, 2027, and increase the Contract Sum to Three Hundred Five Thousand Eight Hundred Twenty Dollars ($305,820.00).

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. 1 shall not exceed One Hundred Twelve Thousand Nine Hundred Twenty-Eight Dollars ($112,928.00) thereby increasing the Contract Sum, as set forth in Section 2.1 of the Agreement, to Three Hundred Five Thousand Eight Hundred Twenty Dollars ($305,820.00).

1.3 The Term of the Agreement, as set forth in Section 3.4 of the Agreement, is hereby extended through December 31, 2027, unless sooner terminated or extended as provided in the Agreement.

2. Miscellaneous Provisions

2.1 Continued Effect of Agreement. Except as amended by this Amendment No. 1, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment No. 1, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement, as amended by Amendment No. 1. In the event of a conflict between the provisions

of this Amendment No. 1 and the provisions of the Agreement or Amendments No. 1, the provisions of this Amendment No. 1 shall control.

2.2 Consideration for Amendment. The parties hereby agree that they have each received adequate and independent consideration for the modifications to the Agreement set forth in this Amendment No. 1.

2.3 Authority. The persons executing this Amendment No. 1 on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Amendment No. 1 on behalf of said party, (iii) by so executing this Amendment No. 1, such party is formally bound to the provisions of this Amendment No. 1, and (iv) entering into this Amendment No. 1 does not violate any provision of any other agreement to which said party is bound.

2.4 Counterparts. This Amendment No. 1 may be signed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument.

2.5 Electronic Signatures. Each Party may adopt as its signature an electronic identification consisting of a symbol or code that is affixed to or contained in each document transmitted by such Party ("electronic signature"). The Parties hereto herby agree that electronic signatures are acceptable, shall have the same force and effect under the law as original wet signatures, and shall be sufficient to verify that the Parties have executed this Agreement and such other documents transmitted by the Parties.

[*SIGNATURE PAGE FOLLOWS*]

The Parties are signing this Amendment No. 1 on the date stated in the introductory clause.

CITY OF BANNING	CONSULTANT
Art Vela, Acting City Manager	NAME: TITLE:
City Council Approval: _____	NAME: TITLE:
ATTEST:	
Sandra Calderon Acting Administrative City Clerk	
APPROVED AS TO FORM: Slovak, Baron, Empey, Murphy & Pinkney LLP	
John O. Pinkney City Attorney	

NOTE: PROOF OF AUTHORITY TO BIND CONTRACTING PARTY REQUIRED. APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONSULTANT'S BUSINESS ENTITY.

July 9, 2025

Art Vela, PE
City of Banning
Department of Public Works
99 E. Ramsey Street
Banning, CA 92220

CC: Shah Nawaz, PE

Re: Amendment 1 - Environmental Compliance Services for the Wastewater Treatment Plant Upgrades

Dear Mr. Art Vela:

This is Amendment Number 1 dated July 9, 2025, to the agreement between the City of Banning ("Client") and Kimley-Horn and Associates, Inc. ("Consultant") dated May 14, 2024 ("the Agreement") concerning the Wastewater Treatment Plant and Recycled Water Upgrades (the "Project").

The Consultant has entered into the Agreement with Client for the furnishing of professional services, and the parties now desire to amend the Agreement.

The Agreement is amended to include services to be performed by Consultant for compensation as set forth below in accordance with the terms of the Agreement, which are incorporated by reference.

Introduction

This Change Order is required to complete the expanded scope of work regarding up to an additional 38 acres of disturbance that is now understood to be required. Specifically, this Amendment includes the scope and fee for revisions to environmental compliance texts and technical studies.

Scope of Services

The services currently authorized to be performed by Consultant in accordance with the Agreement and any previous amendments, shall be modified as follows:

Task 1 – Project Management and Coordination

Task 1.2 – Project Management and Coordination– ADDITIONAL BUDGET

Following the expansion of the Project site by up to an additional 38 acres, Kimley-Horn will provide Project Management and Coordination services pertaining to coordination among the City and necessary consultants. This task previously assumed that the Project would continue for approximately 12 months. It has been 18 months since the execution of the Agreement. As a result, an additional budget will be required for this task to allow for continued project management and coordination by Kimley-Horn. To allow for additional management and coordination among involved parties an additional 60 hours of budget will be required.

Task 2 – Project Description

Task 2.1 – Project Description – ADDITIONAL BUDGET

The Project Description is a critical component because it is the basis for the environmental analysis. Based on information provided by the City, Kimley-Horn prepared a Draft Project Description which was approved through City review. As the Project Description and the Project Description of each technical report will require revision due to the addition of up to 38 acres of Project impacts and new infrastructure and facilities.

Task 3 – Technical Studies and Assessment

Regarding Task 3.1 through 3.4, the Agreement for Professional Services (C01009) for WWTP Environmental Compliance Services by and Between City of Banning and Kimley-Horn and Associates, Inc. “assumes the baseline conditions, project description, and approach will not change once Client issues the Authorization to Proceed.” As the baseline conditions, project description, and approach have changed, Task 3 is insufficient to perform the required effort.

Kimley-Horn prepared technical analyses in February 2025 for the Banning Wastewater Treatment Plant (WWTP) project evaluating WWTP improvements on approximately 16 acres. Since then, the project has been updated to propose drying ponds for reverse osmosis (RO) reject processing on up to an additional 38 acres (referred to as current project throughout this scope). The current project is anticipated to include additional earthwork and construction activities, as well as additional equipment (e.g., pumps) and potential biosolid waste hauling activities during operations.

Task 3.1 – Air Quality Assessment – ADDITIONAL BUDGET

As the footprint of the Project has expanded, additional services regarding Task 3.1 will be required. Kimley-Horn will provide updates to the Air Quality Assessment including revising the construction and operational emissions modeling to reflect the current Project. The Air Quality Assessment report will be updated to incorporate the latest emissions, modeling, and analysis.

Task 3.2 – Greenhouse Gas Emissions Analysis – ADDITIONAL BUDGET

To account for direct and indirect emissions generated from the expanded Project footprint, additional revisions will be required to the Greenhouse Gas Emissions Analysis. Mobile source calculations will require revision to account for additional construction activities and an expanded operational footprint. The updates to the Greenhouse Gas Emissions analysis involve revising the construction and operational emissions modeling to reflect the current project. The Greenhouse Gas Emissions analysis report will be updated accordingly.

Task 3.3 – Noise and Vibration Analysis – ADDITIONAL BUDGET

Kimley-Horn has prepared the Noise Analysis which has quantified both construction and operational noise levels. The analysis has examined whether the Project noise would generate a substantial temporary or permanent increase in ambient noise levels in the vicinity of the Project in excess of applicable standards. The Noise Analysis must be revised to account for additional construction noise, operational noise, and vibration associated with the expanded project footprint. The updates to the Noise analysis involve revising the construction and operational noise modeling to represent the current project. Kimley-Horn will update the Noise and Vibration Analysis accordingly.

Task 3.4 – Energy Analysis – ADDITIONAL BUDGET

Kimley-Horn will analyze the energy implications of the project pursuant to Public Resources Code Section 38100(b)(3) and Appendix F of the CEQA Guidelines. The analysis will describe, where relevant, the wasteful, inefficient, and unnecessary consumption of energy caused by a project. The analysis will evaluate energy consumption associated with short-term construction activities, long-term operations, and transportation-related energy during construction and operation. Kimley-Horn will provide analysis on the effects of the Project on local and regional energy supplies and on requirements for additional capacity will also be qualitatively analyzed.

Task 3.5 – Cultural Resources Assessment – ADDITIONAL BUDGET

Kimley-Horn will prepare a Cultural Resources Assessment that will comply with requirements set forth in CEQA, NEPA, and Section 106 of the National Historic Preservation Act ("NHPA"). For the purposes of this scope, the Project area will be noted as the Area of Potential Effect ("APE"). All efforts will be undertaken or overseen by individuals that meet Secretary of Interior ("SOI") Professional Qualifications in Archaeology and Architectural History. Kimley-Horn will incorporate additional records findings, letter responses, and findings into an updated Cultural Resources Assessment.

Task 3.6 – Western Riverside County MSHCP Habitat Assessment Report – ADDITIONAL BUDGET

Kimley-Horn, in conjunction with Blackhawk Environmental ("Biologist" or "Blackhawk"), will prepare a Western Riverside Multiple Specific Habitat Conservation Plan ("MSHCP") Habitat Assessment Report. The following scope of work would be performed:

Blackhawk Environmental will perform a habitat suitability assessment for MSHCP-covered, State and/or Federal-threatened, endangered and/or otherwise special-status plant and wildlife species within the proposed impact areas and adjacent areas. All riparian/riverine areas, vernal pools, and/or other special-status species' suitable habitat(s) identified on the Project Site will be delineated and described/depicted in the Habitat Assessment Report (HAR). Prior to conducting the field surveys, Blackhawk Environmental will conduct a database query and literature review that will include, but not necessarily be limited to a current MSHCP database review for the subject Assessor's Parcel Numbers (APNs), California Department of Fish and Wildlife (CDFW) California Natural Diversity Database (CNDDB) and California Native Plant Society (CNPS) Rare Plant Inventory search for records of sensitive biological resources in the Project vicinity (within 5 miles), the United States Department of Agriculture (USDA) Web Soil Mapper, United States Fish and Wildlife Service (USFWS) National Wetlands Inventory (NWI), United States Geological Survey 3D Hydrography Dataset (3DHD), and any other previous reports prepared for the Project Site or nearby project sites, if provided to Blackhawk Environmental. One Geographic Information System (GIS) analyst will be utilized in addition to Blackhawk Environmental biologists. The GIS analyst will prepare a table of the results and a map of sensitive resources in the Project vicinity; these will ultimately be incorporated in the HAR.

Following the database query and literature review, a field survey will be conducted by qualified biologists. The general methodology of the field survey is to visually confirm the presence or absence of special-status species habitats, suitable burrowing owl habitat, vernal pools, potentially jurisdictional waters, and/or riparian/riverine habitat, on the Project Site. Habitats will be characterized based on dominant plant species coverage, existing conditions, evidence of alteration/disturbance and other variables, and are then cross-referenced with the habitat requirements for the environmental elements that resulted from the database query and literature review. Vegetation communities will be mapped according to species compositions, dominance levels, and locations on the project site. Potentially riverine/riparian habitats, jurisdictional waters, and/or vernal pools will be assessed and generally described; a formal delineation is not included in a habitat assessment. Observed and/or detected plant and wildlife species and/or wildlife sign will be documented in the field notes of the biologist(s), and representative photographs will be collected and included in the HAR.

The habitat assessment would determine the presence of suitable burrowing owl (BUOW) habitat on site (Step 1 of the MSHCP Guidelines) and the presence of suitable nesting substrate (Step 2 Part A of the MSHCP Guidelines). Blackhawk Environmental biologists will conduct one survey pass of a focused BUOW burrow survey throughout the Project Site (= impact areas) and within a 150-meter buffer around the site, according to protocol (Step 2, Part A of the MSHCP Guidelines). Surveys will be walked utilizing approximately 30- or 100–foot belt transects, depending on the density of vegetation, to provide 100% visual coverage. The focus of the survey is to identify BUOW, BUOW burrows, and/or BUOW sign (i.e., whitewash, cough pellets, feathers). Evidence of BUOW within the Project Site will be documented with digital photographs, GPS coordinates, and aerial/topographic map representation.

The habitat assessment would also include a focused habitat assessment for Los Angeles pocket mouse (LAPM), conducted by a biologist who possesses a Memorandum of Understanding (MOU) for this species from the California Department of Fish and Game (CDFG). The project area will be systematically surveyed on foot to determine the presence and map the distribution of any suitable habitat for the Los Angeles pocket mouse within the project boundaries. Suitable habitat for the LAPM includes Riversidean sage scrub, coastal sage scrub, Riversidean alluvial fan sage scrub, desert scrub, chaparral, grassland, and playas and vernal pools on sandy soils, typically found within or adjacent to, but not limited, sandy washes or areas of windblown sand. Because diagnostic surface sign of this species (e.g., burrows, scat, tracks, etc.) is difficult to detect and attribute specifically to the LAPM, the absence of such sign is not evidence of absence. Suitable habitat areas will be identified and mapped. At the completion of this task, the qualified biologist will advise if a trapping program is needed to confirm the presence/absence of the LAPM in the project area (Optional Task 4).

Following completion of the habitat assessment and/or all focused BUOW burrow surveys and LAPM surveys (detailed in Optional Tasks 2 and 4), Blackhawk Environmental shall complete an HAR according to the Western Riverside County MSHCP implementation guidelines. The HAR will include a discussion of methods included in the assessment, results, anticipated Project impacts as they result to the MSHCP, applicable fee areas and conservation areas. The HAR would include Project-specific mapping of all vegetation communities and biological resources otherwise relevant to the California Environmental Quality Act (CEQA) review of potentially significant Project-related impacts. The HAR would include analysis of the Project's consistency with Sections 6.1.2, 6.1.3, 6.1.4, and 6.3.2 of the MSHCP. This task assumes up to one round of consensus comments and revisions prior to submittal of the final HAR. This task also assumes up to two (2) one-hour meetings with Kimley-Horn and/or the City of Banning.

This task does not include focused/protocol-level threatened and endangered species surveys, rare plant surveys, geotechnical surveys, soil analysis, cultural/archeological/ paleontological analyses, or any other survey or reporting beyond this intended baseline plant and wildlife survey, vegetation mapping, and special-status species analysis, and Step 1 of the MSHCP Guidelines for BUOW.

The field survey will only be performed within the boundaries of the Project site (= impact areas) and an appropriate survey buffer (up to 100 feet).

The Project area footprint boundaries GIS shapefiles or KMZ files will be provided to Blackhawk Environmental for field data collection purposes. The files will be complete, showing the limits of all proposed operations and Project-related activities, as well as any ingress/egress routes, and additional workspace areas. Such files are necessary to calculate impacts. All proposed impact areas shall be made clear to Blackhawk before conducting any biological or aquatic resources analyses.

The Project proponent will provide Blackhawk Environmental all CAD/GIS files required to depict the Project features on the biological resource impact analysis map(s). The files will be clean and easy to decipher without significant time (greater than 4 hours) spent by a GIS analyst to overlay on the biological resource map(s). Additional time for CAD/GIS work will be charged on a time and materials basis of $120/hour.

Task 3.7 – MAT Engineering – Trip Generation Memorandum and VMT Screening – ADDITIONAL BUDGET

Kimley-Horn, in conjunction with MAT Engineering, Inc., will prepare a scoping agreement, trip generation memorandum, and a vehicle miles traveled ("VMT") screening analysis. The Trip Generation Memorandum and VMT Screening memorandum will provide updates to account for additional trips generated from construction and operation of the expanded Project footprint.

Task 4 – Initial Study/ Mitigated Negative Declaration

Task 4.1 – Administrative Draft IS/MND– ADDITIONAL BUDGET

Once the Project Description has been approved by the City (Task 2.1), it will be integrated into the CEQA document. Kimley-Horn will update an Administrative Draft Initial Study in accordance with the State CEQA Guidelines Appendix G, and will describe the Project's location, environmental setting/baseline conditions, and characteristics. The IS' main body will consist of an environmental checklist and the supporting environmental analyses. An explanation will be provided for all responses except "No Impact" responses, which will be supported by cited information sources. The responses will consider the whole action involved with the Project: on- and off-site, Project- and cumulative-level, direct and indirect, and short-term construction and long-term operational, including for the additional 38 acres of Project footprint. The explanation of each issue will also identify the significance criteria or threshold, if any, used to evaluate each question.

Task 4.2 – Alternatives Analysis – ADDITIONAL BUDGET

Kimley-Horn will identify a maximum of 3 reasonable alternatives, including the "No Project/No Action" alternative for the City's review and approval. Kimley-Horn will complete a comparative analysis among the selected alternatives that evaluates the direct, indirect, and cumulative impacts on environmental resources, as well as potential reasonable future environmental impacts, if applicable. To account for revisions to the Project Description and Administrative Draft IS/MND regarding the additional 38 acres of impacted area, alterations to the alternatives analysis are required. This Alternatives Analysis will be included in the IS/MND prepared for the Project. As the Project description has changed, the alternatives to the project will also change.

Optional Tasks – NEW TASKS

Optional Task 1 – Aquatic Resources Delineation Survey and Report

Kimley-Horn, in conjunction with Blackhawk Environmental, will complete the following scope of work:

If potentially jurisdictional aquatic features are found on the Project site (= impact areas) during the general biological/aquatic resources field survey, then a field-based aquatic resources delineation survey will be conducted by two biologists/wetland scientists in one field day. Subtasks to be included are: a literature review for aquatic resources in the Project vicinity [including the National Wetlands Inventory (NWI), National Hydrography Dataset (NHD), United States Department of Agriculture (USDA) Web Soil Mapper, United States Geological Survey (USGS) topographic maps, current and historic aerial imagery], ESRI ArcGIS Collector database setup for field-based data collection purposes, vegetation mapping of the entire delineation survey area, a characterization of the existing conditions and vegetation communities (based on dominant and sub-dominant plant species present), representative photographs, photo log of the entire delineated area, and a formal aquatic resources delineation survey following current US Army Corps of Engineers (USACE), Regional Water Quality Control Board (RWQCB), and California Department of Fish & Wildlife (CDFW) protocols and guidelines. The delineation survey area will include the Project site (= impact areas), plus a 100-foot buffer surrounding the polygon(s).

Vegetation communities will be mapped and quantified within and adjacent to the impact areas to the 100-foot buffer; the vegetation mapping will be used to complement the Aquatic Resources Delineation Report (ARDR). The biologists/wetland scientists will assess the Project site and its 100-foot buffer for potentially jurisdictional waters of the US Army Corps of Engineers (USACE), Regional Water Quality Control Board (RWQCB), and/or the California Department of Fish & Wildlife (CDFW). One aquatic resources delineation survey will be conducted to identify potentially jurisdictional waters and/or wetland locations observed within the Project site and its 100-foot buffer. If

potentially jurisdictional waters and/or wetlands are identified, further survey efforts will be required and will follow methodology outlined in the USACE Wetland Delineation Manual (USACE 1987) and the Arid West Supplement (USACE 2008), the Minimum Standards for Acceptance of Aquatic Resources Delineation Reports (USACE, March 16, 2017) and the Updated Map and Drawing Standards for the South Pacific Division Regulatory Program (USACE, February 10, 2016), with jurisdictional results reflective of the most current legislation. All vegetation types within the delineation survey area and soil sampling pits will be analyzed using dominant species wetland indicator status (USDA 2018). Suspected non-wetland jurisdictional areas will be evaluated for the presence of definable channels, ordinary high-water mark (OHWM), and connectivity to a Traditionally Navigable Waterway (TNW) or a Relatively Permanent Waterway (RPW). Blackhawk assumes that up to 8 wetland/paired upland soil pits will be dug within the Project site and/or its 100-foot buffer, each of which will have its own USACE Arid West Wetland Determination Data Form. At least one pit will be dug for all mapped vegetation communities, except impermeable surfaces.

If such resources are found, Blackhawk Environmental shall complete a formal Aquatic Resources Delineation Report (ARDR) to address evaluation required by the applicable agencies (USACE, RWQCB and CDFW). This report will determine if the Project requires permit authorization from USACE, RWQCB, and CDFW for proposed impacts to Waters of the U.S., Waters of the State, streambeds, wetlands and/or riparian habitats. The Aquatic Resources Delineation Report will be conducted to meet the Minimum Standards for Acceptance of Aquatic Resources Delineation Reports (USACE, March 16, 2017) and the Updated Map and Drawing Standards for the South Pacific Division Regulatory Program (USACE, February 10, 2016). Collected data and aquatic resources delineation needs will include each applicable component as follows:

For the ARDR, These Items Shall be Supplied by the Project Owner:

- contact information for the applicant(s), property owner(s), and agent(s).
- a signed statement from the property owner(s) allowing Corps personnel to enter the property and collect samples during normal business hours.
- complete description of the overall activity or project.
- dimensions of proposed structures/fills to be constructed in waters of the United States and material(s) to be used in construction.
- complete description of other reasonably related activities to be undertaken as a result of project (such as fill or borrow sites).
- approximate project construction commencement and completion dates.
- reason for discharge - for projects involving discharge of dredged and/or fill material, including the temporary placement of material into waters of the United States, explanation of the purpose for the placement of all fill, type(s) of material to be discharged (rock, sand, gravel, soil, poured-in-place concrete, dredged material, etc.).
- amount of each type of material to be discharged in cubic yards.
- source(s) of material(s) to be discharged.
- area in acres or square feet of wetland waters of the United States to be filled.
- area in acres and lineal feet of other waters (non-wetland waters of the United States) to be filled.
- methods and equipment to be used to discharge material (e.g., backhoe, dragline, etc.)
- for dredged material discharged at an upland site, identification of upland site location and means by which runoff from such dredged material is to be contained and precluded from entering a waterbody.
- detailed half-size or full-size engineering drawings of the overall project or of specific components of the project occurring in waters of the United States.
- defined project boundary on plan drawings.
- selected sections indicated on plan view drawings (e.g., “A-A’”), depicting typical areas of proposed fill, excavation, or dredging, including proposed side slopes; and structures to be constructed in jurisdictional waters of the U.S.
- sufficient linear dimensions depicted to calculate proposed volume and area quantities, based on both plan and cross-section views.
- sufficient linear dimensions depicted to characterize the size and area of proposed structures, based on both plan and cross-section views.

For the ARDR, These Items Shall be Supplied by Blackhawk:

- a statement confirming the delineation was conducted in accordance with the 1987 Corps of Engineers Wetland Delineation Manual and applicable Arid West regional supplement.

- a statement confirming the use of the ordinary high-water mark (OHWM) field guide, or that it is not applicable in this case.
- a narrative describing all aquatic resources on-site and an explanation of the mapped boundaries and any complex transition zones.
- the rationale used to decide on the inclusion or exclusion of any aquatic resources which meet one or two of the three wetland criteria or do not exhibit a clear OWHM.
- a description of any erosional features, upland swales, ditches, and other potential aquatic features that were considered but not included in the delineation.
- map of the outside survey boundary (100-foot buffer around the Project footprint), total extent of aquatic and proposed non-aquatic feature(s), type of feature(s) (e.g., Waters of the United States, Waters of the State and/or wetlands), and total acreage for each polygon.
- date(s) field work was completed.
- a table listing all aquatic resources. The table must include the name of each aquatic resource (its actual or arbitrary name), its Cowardin type (see 1987 Delineation Manual), its areal extent (acreage), summary of OHWM/wetland indicators used, dominant vegetation for each, and location (latitude/longitude in decimal degrees). For linear aquatic features, the table must show both acreage and linear feet as well as channel measurements (active channel width).
- a description of existing field conditions, including current land use, normal conditions, flood/drought conditions (if occurring), irrigation practices, past or recent manipulation to the site, and characteristics considered atypical.
- WETS tables of pre-site visit precipitation data.
- a discussion of the hydrology at the site, including all known surface or subsurface sources, drainage gradients, downstream connections to the nearest traditional navigable waterway or interstate water and any influences from man-made water sources such as irrigation.
- description of if/how remote sensing was used in the delineation and include the name, date, and source of the tools and data used and copies of the maps/photographs.
- soil descriptions, soil maps, soil photos, and a discussion of any hydric soils.
- a copy of the completed ORM Bulk Upload Aquatic Resource or Consolidate Excel spreadsheet.
- map(s) of all delineated aquatic resources.
- completed OHWM datasheet(s).
- completed wetland delineation datasheet(s).
- a description of the methods used to survey the aquatic resource boundaries, including the level of accuracy of any GPS data used.
- all digital data for the site, aquatic resource boundaries, and data point locations in the form of either ESRI shapefiles/geodatabase format or Google Earth KMZ or KML files.
- all metadata file for all GIS files.
- numbered and dated pre-project color photographs showing a representative sample of waters proposed to be impacted on the project site, and all waters proposed to be avoided on and immediately adjacent to the project site. The compass angle and position of each photograph are to be shown on the plan-view drawing or aerial photograph (e.g., using the Theodolite application on a smartphone).
- one or more vicinity maps is to be submitted, at least one of which must use a USGS 7.5- minute quadrangle sheet as its base map with the project study boundary clearly outlined and the quadrangle name included on the map.
    - on the maps, label the affected waterbody [river, creek, stream, lake, pond, wetland) and river mile, if known] and/or the nearest waterbody into which the affected waterbody discharges.
    - on the maps, a legend for any relevant items shown (e.g., wetlands and/or other water types).
    - maps are to show project area to be filled, dredged, or excavated in jurisdictional waters of the U.S.
    - maps are to show the location of existing shoreline or bank.
    - maps are to show locations and elevations of all proposed fills, structures, and/or limits of work within and adjacent to potential waters of the U.S., including wetlands.
    - maps are to show locations and dimensions of project-related cofferdams, borrow areas, disposal areas, stockpiling areas, and equipment staging areas.
    - maps shall annotate all fills, structures, and/or limits of work as either permanent or temporary.
    - if applicable, maps may show the distance between proposed structures and any existing structures.
    - if applicable, maps may show the distance between the project area and any federal navigation

channel or other federal projects.
- plan view drawings and profiles/cross sections depicting the elevation of applicable waterlines.
- In non-tidal rivers, creeks, streams, and ponds: ordinary high water (OHW).
- In tidal and non-tidal waters: lateral extent of wetland boundary.
- maps shall indicate the location of photo points.

Optional Task 2 – Focused Burrowing Owl Surveys and Report

If Task 3.6 determines that the survey area and/or buffer contains BUOW, BUOW-suitable burrows, and/or BUOW sign, additional surveys will be required. If additional surveys are required, an additional three (3) focused BUOW surveys will be conducted on separate days, at least one week apart from one another, and during the BUOW breeding season (March 1 through August 31), for a total of four (4) survey days (including the initial habitat assessment and burrow survey included in Task 1). The surveys will be conducted by four Blackhawk Environmental biologists within the Project site plus a 150-meter buffer, where accessible. According to Riverside County and California Department of Fish and Wildlife (CDFW) protocol survey guidelines for BUOW, the surveys may not be conducted during rain, high winds (>20mph), dense fog, or temperatures over 90 degrees Fahrenheit. Surveys would also be timed to occur from pre-dawn to two hours after sunrise, or from two hours before sunset until civil twilight. Blackhawk Environmental will not be responsible for delays due to these environmental constraints.

Following completion of four survey passes for BUOW, Blackhawk Environmental will describe the results of the focused burrowing owl surveys in a Focused Burrowing Owl Survey Report and summarize the findings in the HAR. The Focused Burrowing Owl Survey Report would be prepared describing BUOW survey methodology, transect width, duration, conditions, and results of the surveys. Appropriate maps showing burrow/owl/owl sign locations shall be included. The report will include representative photos of the Project site, suitable habitat observed, and any observed BUOW or sign as feasible. This task assumes up to one round of consensus comments and revisions prior to submittal of the final report. If BUOW and BUOW sign are not detected, no further BUOW surveys should be required until 30 days prior to ground disturbing activities.

If surveys are required outside of the breeding season (September - February), Blackhawk Environmental will be available to provide additional coordination with the City/County for approval of non–breeding season survey results. This task assumes minimal coordination with the City/County for approved survey methods and does not include formal consultation or modification of methods from those described above.

This task does not include consultation with CDFW or the Riverside County Environmental Program's Department (EPD), in the event a BUOW or active BUOW burrow is found on the site. If BUOW are located on the site, CDFW will need to be contacted for mitigation and/or monitoring methods regarding this species as a separate cost.

Optional Task 3 – Focused Rare Plant Survey

If the MSHCP database query and/or the field survey/assessment yields suitable habitat for regionally or locally occurring special-status plant species, then focused rare plant surveys will likely become required on the Project Site. Based on a review of aerial imagery, it appears that suitable habitat may be present for one or more special-status plant species, though there could be suitable habitat present for other special-status plant species as well. It is assumed that one focused rare plant survey will need to occur to accommodate the estimated bloom periods (e.g., April through June) and ascertain presence/absence.

One survey pass conducted concurrently by two botanists, plus botanical/biological follow-up identification and QA/QC and GIS support, is anticipated to fully complete Task 4 prior to report preparation for the HAR reporting component. Onsite vegetation communities will be mapped following the Holland Classification System (1986) or other regionally acceptable system, and all plant species nomenclature will follow that of the Jepson Manual (2012). Surveys are typically based on bloom periods and therefore would likely occur in the spring months. The rare plant survey will involve the 100% visual inspection and identification of all plant species within and immediately adjacent to the Project footprint (= impact areas). The survey will be accomplished by the botanical team walking transects 5 to 15 meters apart, depending on topography, vegetative cover, visibility, and access parameters, in such a way to allow the botanists the maximum potential to detect any special-status plant species yielded by the literature

review. All plant species observed or detected, will be identified to species or subspecies level and recorded in the field notes of the botanists to provide a complete floral compendium that will be included in the HAR. Survey methods, results and impact analysis will also be included in the HAR. GPS coordinates and approximate population counts will be collected for all special-status plant species found within the Project footprint up to 30 feet beyond proposed impact area boundaries. Digital photographs will be collected in sufficient quantity to capture the existing conditions of the site as well as any notable botanical resources.

Optional Task 4 – Los Angeles Pocket Mouse Surveys and Report

If the habitat assessment (Task 3.6) yields suitable habitat (e.g., Riversidean sage scrub, coastal sage scrub, Riversidean alluvial fan scrub, desert scrub, chaparral, grassland, and playas and vernal pools on sandy soils) for LAPM, then focused LAPM live-trapping surveys will be required. Live trapping surveys will be conducted by a qualified biologist with a MOU with CDFG for this species, between May 1 and September 15. The trapping will be conducted over five (5) consecutive nights if no LAPM are captured, using approximately 150 traps per night. The trapping program will be terminated if an LAPM is trapped prior to the fifth night. Traps will be placed in lines 15 meters apart across the entire Project area and checked at least twice per night, once near midnight and again at sunrise. All surveys will be conducted using 12” and 9” Sherman live traps. Ass species captured will be identified, sexed, aged, measured, weighed, and mapped. Trapping will be conducted under mild weather conditions, with minimum temperatures greater than 50 degrees Fahrenheit and atmospheric conditions relatively dry and calm. Blackhawk Environmental will not be responsible for delays due to these environmental constraints. Following the live-trapping surveys, Blackhawk will submit a trapping report and associated information to CDFW.

Fee and Expenses

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.

TASK	TASK NAME	FEE	
1	**Project Management and Coordination**		
1.2	Project Management and Coordination	$ 14,000	HR, NTE
2	**Project Description**		
2.1	Project Description	$ 2,000	LS
3	**Technical Studies and Assessments**		
3.1	Air Quality Assessment	$ 8,100	LS
3.2	Greenhouse Gas Emissions Analysis	$ 3,900	LS
3.3	Noise and Vibration Analysis	$ 7,800	LS
3.4	Energy Analysis	$ 3,800	LS
3.5	Cultural Resources Assessment	$ 4,000	LS
3.6	Western Riverside County MSHCP Habitat Assessment Report (See Other Direct Costs Below)	$ -	
3.7	MAT Engineering – Trip Generation Memorandum and VMT Screening (See Other Direct Costs Below)	$ -	
4	**Initial Study/ Mitigated Negative Declaration**		
4.1	Administrative Draft IS/MND	$ 8,000	LS
4.2	Alternatives Analysis	$ 3,000	LS
OTHER DIRECT COSTS			
	Blackhawk Environmental (Task 3.6)	$ 13,950	LS
	MAT Engineering (Task 3.7)	$ 750	LS

AM#1 Total	**$**	**69,300**
Agreement Total	**$**	**192,892**
AM#1 Total	**$**	**69,300**
New Total w/o Optional Tasks	**$**	**262,192**

OPTIONAL TASKS – ALL DIRECT COSTS			
TASK	***OPTIONAL TASK NAME***	***FEE***	
1	Aquatic Resources Delineation Survey and Report	$ 8,149	LS
2	Focused Burrowing Owl Surveys and Report	$ 19,230	LS
3	Focused Rare Plant Survey and Report	$ 7,499	LS
4	Los Angeles Pocket Mouse Survey and Report	$ 8,750	LS

Optional Task Total	**$**	**43,628**
Agreement Total	**$**	**192,892**
AM#1 Total with Optional Tasks	**$**	**112,928**
New Total with Optional Tasks	**$**	**305,820**

CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Arturo Vela, Acting City Manager**
PREPARED BY:	**Stephanie Sirls, Transit Manager** **Art Vela, Acting City Manager**
MEETING DATE:	**August 26, 2025**
SUBJECT:	**Consideration of Resolution 2025-120, Authorizing the Purchase of One Electric Van and Two Cutaway Buses for Dial-A-Ride for a Not-to-Exceed Purchase Amount of $561,179.99**

RECOMMENDATION:

Adopt Resolution 2025-120

BACKGROUND:

The City of Banning, under the management of the Department of Public Works, owns and operates the Banning Connect Transit System which includes the operation of Fixed-Route services that serve between Banning and Cabazon. Additionally, the Dial-A-Ride division offers curb-to-curb transit services to elderly and disabled citizens residing within the City of Banning.

In support of City operations, and to maintain safe and reliable transit services, staff are seeking authority to purchase two transit buses, one electric transit van as several existing fleet vehicles have exceeded their useful service life, resulting in frequent repairs, higher maintenance costs, and reduced reliability.

Through the City's participation in the California Air Resources Board (CARB) Advanced Technology Pilot Program (ATPP) Grant, one of the three vehicle purchases will qualify for up to a 50% reimbursement. The purpose of the grant is to allow the Western Riverside Council of Governments (WRCOG) to support the deployment of zero-emission vehicles and infrastructure throughout Western Riverside County, to include the City of Banning. Participation in this grant funded program was unanimously approved by Council January 14, 2025.

State Transit Assistance (STA) funds programmed into the City's Short Range Transit Plan (SRTP) will be used to cover the remaining expense with no incurred cost to the General Fund.

Once approval is obtained and staff is alerted of order availability, staff will establish final costs, and purchases will be executed through the California Association for Coordinated Transportation (CALACT). CALACT is a statewide, non-profit organization that has represented the interests of small, rural, and specialized transportation providers since 1984. Their membership is comprised of individuals and agencies from diverse facets of transportation, including operators of small and large systems, planning and government agencies, social service agencies, suppliers and consultants.

CALACT administers competitive processes for various types and sizes of transit vehicles to assist its members with procuring equipment. This provides a compliant purchasing solution that allows, as a

member, the City to select vehicles that best meet its transit needs.

JUSTIFICATION:

The purchase of three Dial-A-Ride vehicles are necessary in order to continue to provide essential services in a reliable and safe manner.

The Purchasing Policy identifies that cooperative bids prepared by and processed through local, state or federal government agencies may be utilized by the City; therefore, as soon as staff is alerted of availability, these purchases will be executed through the California Association for Coordinated Transportation (CALACT).

All vehicle purchases described in this report will be in unison with purchasing staff and consistent with the City's purchasing policies.

FISCAL IMPACT:

The total cost to purchase the vehicles is estimated to be $561,179.99. Funding will be available in Transit Fund 610, Account No. 610-5800-434.90-51 once continuing appropriations are finalized.

The expense is included as part of the City's Short Range Transit Plan and CARBS's ATPP Grant funding as well as State Transit Assistance (STA) funding will be made available, as a reimbursement, by the Riverside County Transportation Commission and WRCOG to cover the full amount of the purchases. No General Fund dollars will be utilized on this purchase.

ALTERNATIVES:

1. Approve Resolution 2025-120 as presented.
2. Approve with modifications.
3. Do not approve Resolution 2025-120 and provide alternative direction to staff.

BUDGETED?:

Yes

CONTRACT/AGREEMENT:

Yes

ATTACHMENTS:

1. Resolution 2025-120.docx
2. Quote CALACT Class C E450 Allstar 15-2-CNG.pdf
3. Quote CALACT Z-1 E-TRANSIT VAN.pdf

RESOLUTION 2025-120

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, AUTHORIZING THE PURCHASE OF ONE ELECTRIC TRANSIT VAN AND TWO CUTAWAY BUSES FOR DIAL-A-RIDE FOR A NOT-TO-EXCEED AMOUNT OF $561,179.99

WHEREAS, the City of Banning operates the Banning Connect Transit System, which includes Dial-A-Ride services providing essential transportation for elderly and disabled citizens; and

WHEREAS, several existing fleet vehicles have exceeded their useful service life, leading to increased maintenance costs and reduced reliability; and

WHEREAS, the purchase of two Class C E450 cutaway buses and one electric Class Z1 transit van is necessary to maintain safe and reliable transit services; and

WHEREAS, the City's participation in the California Air Resources Board (CARB) Advanced Technology Pilot Program (ATPP) Grant will allow for up to a 50% reimbursement for one of the vehicle purchases, supporting the deployment of zero-emission vehicles; and

WHEREAS, State Transit Assistance (STA) funds programmed in the City's Short Range Transit Plan (SRTP) will cover the remaining costs; and

WHEREAS, the City will execute the vehicle purchases through the California Association for Coordinated Transportation (CALACT), ensuring compliance with the City's purchasing policies.

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

SECTION 1. The City Council authorizes the purchase of two Class C E450 cutaway buses and one electric Class Z1 transit van for a not-to-exceed amount of $561,179.99.

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 26th day of August 2025.

Sheri Flynn, Mayor
City of Banning

ATTEST:

Sandra Calderon, Acting Administrative City Clerk
City of Banning

APPROVED AS TO FORM:

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

CERTIFICATION:

I, Sandra Calderon, Acting Administrative City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution 2025-120, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 26th day of August 2025 by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Sandra Calderon,
Acting Administrative City Clerk
City of Banning, California

MODEL1 COMMERCIAL VEHICLES

Creative Bus Sales
The Nation's Largest Bus Dealership

CalACT MBTA RFP #20-01 - Class C - Quote Sheet

Vehicle Type:	**Class C - Starcraft Bus (Allstar)**	**Date:**	**7/21/2025**
Contact:	**Stephanie Sirls/Sergio Rubio**	**Lift Info:**	■ Braun ☐ Front ☐ Rear
Agency:	**City of Banning**	**Seat Material Level:**	**Level 4**
Address:	**176 E Lincoln Ave**	**Seat Color:**	**Gray**
City, State, Zip:	**Banning, CA 92220**	**Flooring and Color:**	**Altro Meta Storm (Gray)**
Phone:	**951-922-3269**	**Salesperson:**	**Mike Farr**
E-Mail:	ssirls@banningca.gov srubio@banningca.gov	**Salesperson Cell:**	**909-730-5319**
Delivery:	**270 Days from PO**	**Salesperson E-Mail:**	mfarr@model1.com

Quantity:	Description	Price	Ext. Price	ADA
1	Starcraft Bus - Class C - ***(Ford E450 CNG)*** *Subject to CARB certification*	$146,725.00	$146,725.00	$19,535.00
	Published Options			
1	9 - Credit for seat delete	-$131.00	-$131.00	
1	13 - Freedman Sport 2 Drivers Seat (if not standard)	Standard	Standard	Standard
1	42 - Lift Pad Cover	$327.00	$327.00	$327.00
1	45 - Ad rails (interior, both sides)	$436.00	$436.00	
1	48 - REI PA system (4 interior, 1 exterior ADA sokr)	$501.00	$501.00	$501.00
1	64 - Telma Driveline Brake Retarder *May need ro re-locate battery box for 39GGE CNG tanks and telma*	$10,197.00	$10,197.00	
1	66 - Mor-RYD Suspension	$1,243.00	$1,243.00	
1	78 - Spare tire additional (loose, full size, match OEM) *Additional, 1 comes std*	$458.00	$458.00	
1	79 - Sportworks bike rack (black 2 bike)	$2,861.00	$2,861.00	
1	95 - Farebox rail/prewire	$198.00	$198.00	
1	99 - Amerex Fire Suppression w/Methane Detection	$7,799.00	$7,799.00	
1	116 - Stop Request System (w/ sign)	$1,090.00	$1,090.00	$1,090.00
1	120 - Twin Vision Front and Side LED Dest sign (Mobilite)	$5,712.00	$5,712.00	$5,712.00
1	123 - Delivery Zone 1	$872.00	$872.00	
1	130 - Diamond Farebox SV	$2,616.00	$2,616.00	$2,616.00
1	132 - CNG Upgrade to 39 GGE (29GGE Std)	$5,450.00	$5,450.00	
	Non-Published Options			
1	Add light to driver dash area for stop request	$150.00	$150.00	
1	Driver barrier	$1,650.00	$1,650.00	
1	Delete armrests on all passenger seats	$0.00	$0.00	
1	Decals/Graphics Installed ("Banning Connect")	$8,580.00	$8,580.00	
1	Valeo/Spheros Rooftop Combo A/C System Upgrade (TC80)	$4,125.00	$4,125.00	
1	Add L Track Strip for larger wheelchairs (See Floorplan)	$0.00	$0.00	
1	Pre-Wire for Camera system (Locations TBD during pre-production meeting)	$500.00	$500.00	

Class C - Base Price	$146,725.00	
Published Options	$39,629.00	
Non-Published Option	$15,005.00	
Total	$201,359.00	$29,781.00
Doc Prep Fee	$85.00	
Non-Taxable	$29,781.00	
Taxable Amount	$172,663.00	
Tax Total	$13,381.38	7.750%
Sub-Total	$214,825.38	
CalACT Fee	$3,020.39	
DMV E-File Fee:	$33.00	
DMV Fee	$0.00	*(Estimated)*
Tire Fee	$12.25	
Total	**$217,891.02**	
Number of Units	2	
Final Total	**$435,782.04**	

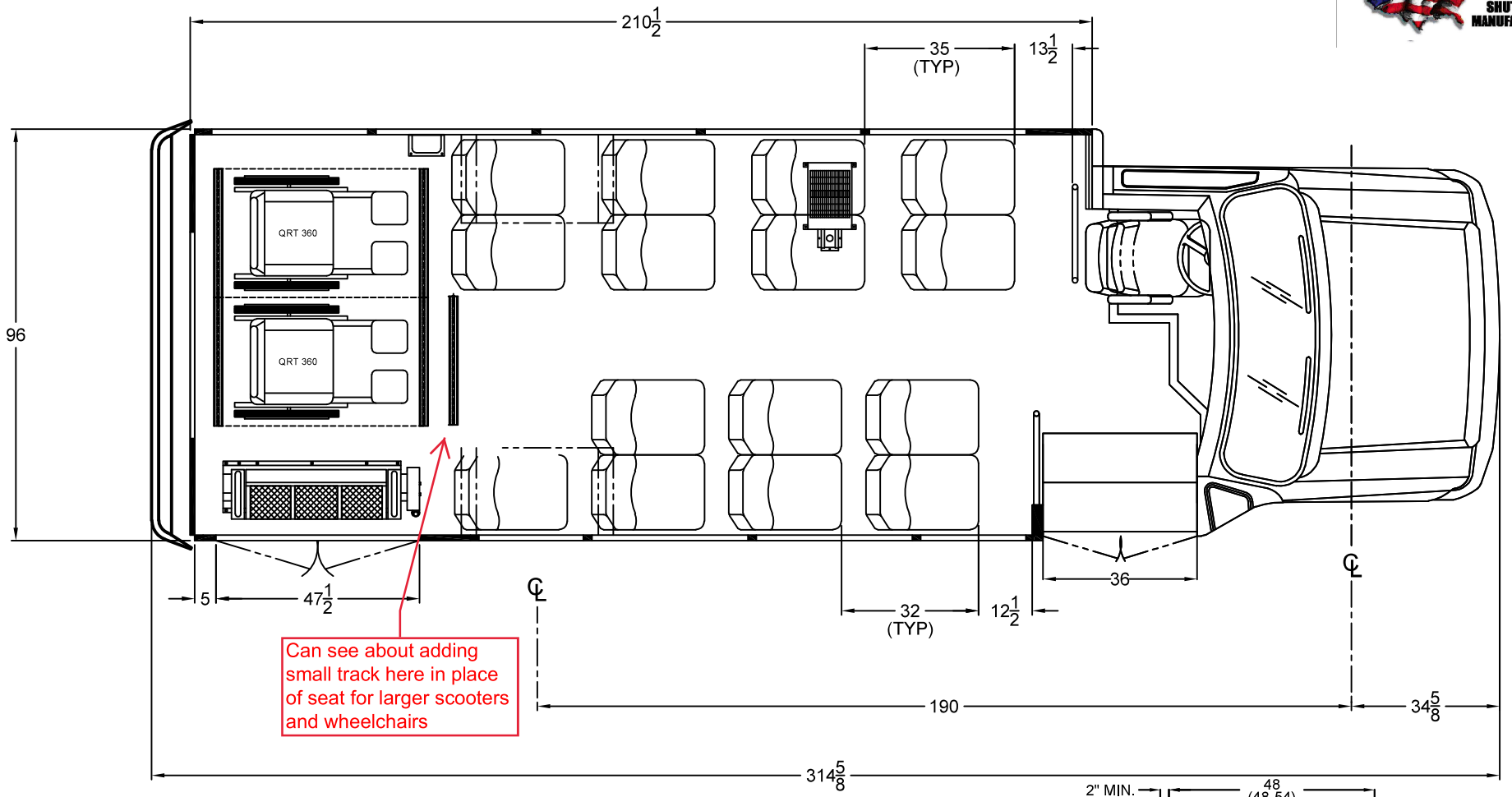
The Non-Taxable Amount is the ADA Equipment in the Base and Added as Options

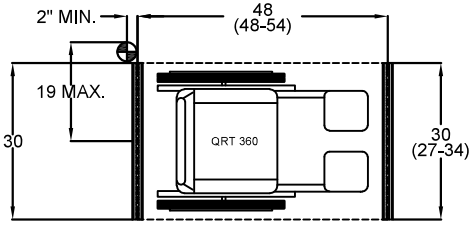
The Taxable Amount Includes the Mobility Rebate of $1,000.00 For Ford Chassis

Banning*

Purchasing of vehicles requires a CALACT membership, letter of assignment, and payment of procurement fee. If you have any questions, please contact CALACT direct at 916-920-8018

CLASS C REAR LIFT FORD CNG 15+2





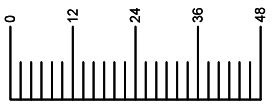
NOTE: SHOWN WITH MID HI FREEDMAN SEATS
ALLSTAR E-450 14,500 GVWR
THIS FLOOR PLAN IS FOR ILLUSTRATION PURPOSES ONLY.
A WEIGHT ANALYSIS HAS NOT YET BEEN PERFORMED.
FINAL APPROVAL WITH A WEIGHT ANALYSIS IS REQUIRED UPON RECEIPT OF A COMPLETED ORDER WITH ALL OPTIONS SHOWN.
OPTIONAL EQUIPTMENT MAY BE SHOWN.
THE SALES ORDER PLACED DICTATES ACTUAL OPTION CONTENT.

DEALER APPROVAL

☒ APPROVED

CUSTOMER SIGNATURE

SCALE IN INCHES



THIS DRAWING AND THE INFORMATION THEREON ARE THE EXCLUSIVE PROPERTY OF STARCRAFT BUS, A DIVISION OF FOREST RIVER. IT SHALL NOT BE COPIED OR DUPLICATED IN ANY ER, NOR SHALL IT BE SUBMITTED TO OUTSIDE PART OR EXAMINATION WITHOUT OUR WRITTEN CON IT IS LOANED FOR USE WITH REFERENCE TO WOR ER CONTRACT WITH, OR PROPOSALS SUBMITTED TO S RAFT BUS, A DIVISION OF FOREST RIVER.

1412

REV. LET.	DESCRIPTION OF CHANGE	BY	CHK	DATE	ECN No.

TOLERANCE UNLESS OTHERWISE SPECIFIED

WOOD	OTHER
± 1/8"	± 1/16"
± 1°	± 1/2°

STARCRAFT BUS
a division of Forest River, Inc.

DATE: 12/15/20 TITLE: 16 2 W/C 190" WB 199 BDY 26' ALLSTAR
NAME: JPC
DWG. No. 16 2 WC 190 199-16 USA



*Bus photo is not to exact specifications

Class C Standard Build Options

Allstar 25 176" WB E-450 7.3L Premium Gas Engine W/240 Amp Ford Alt **	ST	93091		1
SPECIAL INSTRUCTIONS OR NOTES				**1**
SEE BOTTOM OF ORDER FOR WARRANTY		**NOTE**		1
Dealer to Perform 4-Wheel Alignment in California		**NOTE**		1
Dealer to Weigh Each Bus on California Certified Scale		**NOTE**		1
No Tow Vehicle Allowed During Delivery		**NOTE**		1
Ship 4-Corner Weight Sheet with Every Vehicle		**NOTE**		1
Use 250 lbs Per Wheelchair Position		**NOTE**		1
Parts Manual with As-built Electrical Schematics		**NOTE**		1
All Excessories Except Lights, WC Lift & Mobile Radio (If Equipped) Are Ignition		**NOTE**		1
Wiring Harnesses Supported Every 24" Maximum		**NOTE**		1
No Butt Connectors Allowed		**NOTE**		1
If Driver Switch Panel is on Engine Cover, Then a Quick Disconnect is Required		**NOTE**		1
Fast Idle: 1500 RPM on Gas - Fast Idle to Engage if Voltage Drops Below 12.5		**NOTE**		1
Install Dome Light With Every Row of Seats, Including WC Position, Must		**NOTE**		1
Ground Engine to Chassis Frame, Body to Chassis Frame, Lift Pump Housing to		**NOTE**		1
Hip-To-Knee Spacing 27" Minimum		**NOTE**		1
Seat Track Not Extend More than 6" Past Seats		**NOTE**		1
Undercoat Metal Skirts		**NOTE**		1
Ground to First Step Height Shall Not Exceed 12.5" Unloaded		**NOTE**		1
304SS Required for Entry Grabs and Ceiling Grabs		**NOTE**		1
Ceiling Grab Rails Require Formed Elbows - No End Caps		**NOTE**		1
AC & Heater Hoses Supported Every 24" Minimum		**NOTE**		1
Build Front Driver Storage Compartment as Large as Possible, For Storage of		**NOTE**		1
Install Toolbox Next to Lift if Space Allows		**NOTE**		1
Convex Mirror Must Avoid Sun Visor and Overhead Door		**NOTE**		1
Headlight Aiming Certificate - Ship with Bus		**NOTE**		1
Water Test Certificate - Ship with Bus		**NOTE**		1
Driveline Metal Guards for Each Section of Shaft		**NOTE**		1
All Harnesses Secured to Frame at Maximum of 24"		**NOTE**		1
P-Clamps Added as Deemed Necessary by MBTA Inspector		**NOTE**		1
Batteries Must Be Same Type (No Mismatch) (1 In Tray - 1 Underhood)		**NOTE**		1
Continuous Run Battery Cables		**NOTE**		1
Slide Blocks To Hold Batteries In Place		**NOTE**		1
Floor Track Will Not Be Installed in Any Area not Covered by a Fixed Seat		**NOTE**		1
Operations Manual - Covering Conversion Features as Listed		**NOTE**		1
Parts Book, Operating Instructions, Troubleshooting Guide, Inspection &		**NOTE**		1
SPECIAL BUILD OPTIONS				**1**
Driver Entry Grab Steel Reinforced Plastic - Nutsert Install	ST	99		1
(3) GROUND WIRES TO BE ZERO OUGHT GAUGE, TO BE CONTINUOUS	ST	99		1
Interlock on Entry Door - Must Be in Park to Operate	ST	99		1
ENTRY DOOR HEADER ACCESS PANEL DOOR MUST BE HINGED WITH 2	ST	99		1
Battery Tray: SS Tray & Slides Per Standard Options Below. Must Extend at	ST	99		1
Install Battery Cable Wiring Diagram Inside Battery Access Door	ST	99		1
Decal: Battery Disconnect, Emergency Use Only	ST	99		1
Stainless Steel Battery Hold-Down Hardware	ST	99		1
Add 2nd Heater Line Brass 1/4 Turn Valve	ST	99		1
Decal: "Heater Shut Off Valve" - Install On Street Side Near Valves	ST	99		1
KEYED LOCK ILO THUMB LATCH FOR ELECTRICAL CENTER DOOR	ST	99		1
5/8", 7 Ply AC Marine Grade APA Plywood Floor	ST	99		1
Upgrade Driver Plexi Barrier: Extend to Within 6" of Ceiling	ST	99		1
14 Gauge Galvanized Steel Wheelwells	ST	99		1
Dual Handles on WC Lift Doors	ST	99		1
Flame Block on Bottom of Driver Seat Cushion (N/A on USSC & Recaro)	ST	99		1
Laminated Modesty Panel, Grey Melamine, Each	ST	99		2
Intermotive Break Out Box	ST	99		1
GENERIC PARTS MANUAL ON FLASH DRIVE	ST	99		1
ELECTRICAL SYSTEM				
Intermotive Flex Tech Electrical System	05	STD		1
SIDEWALL / REARWALL / CEILING				



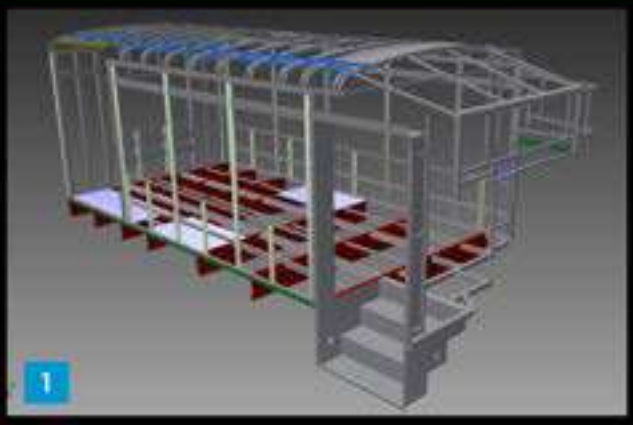
Sidewall: Grey FRP	05	STD		1
Rearwall: Grey Seaspray Fabric	05	STD		1
Driver Area: Grey Padded Vinyl	05	STD		1
FRP on Ceiling, Grey	05	2289		1
Cove Colored Flooring on Sidewall to Seat Track	05	2238		1
FLOORING - WHITE NOSING IS STANDARD				
Altro Meta Storm	05	2248		1
Yellow Step Nosing - Per Step	05	8820		3
CHASSIS				
Front Mud Flap (1), Passenger Side Only **(to be used with Running Board)** - NOT AVAILABLE ON FORD TRANSIT	05	2340		1
Heavy Duty Anti-Slip Aluminum Running Board on Driver Side (Large) (NOT AVAILABLE ON FORD TRANSIT)	05	2623		1
Exterior Mirror Set Remote/Heated w/External LED Strip Turn Signal Ford	05	2825		1
Romeo Rim Rear Bumper w/HawkEye RAS Installed	05	2670		1
Valve Stem Extender Inner Dual Rear Wheel, pair	05	8606		1
ENVIRONMENTAL CONTROL				
TRANS/AIR AIR CONDITIONING SYSTEMS				1
TRANS AIR TA733 SUPER 75,000 BTU, TA73 EVAP, SMC3L COND, 13 CID COMP 7.3L GAS	ST	99		1
USE #16 SUCTION HOSE IN A/C SYSTEM	ST	99		1
HEATERS				1
Hot Water Heater, 35K BTU 3 Speed Low Profile	05	8044		1
MISCELLANEOUS				1
Silicone Heater Hose (for rear unit) w/full ring clamps	05	20090		1
ELECTRICAL				
Stainless Batt.**Tray** w/Std Batt.Box *IS 304 REQUIRED?* **YES**	05	2784		1
Stainless Steel Battery Tray Slides ILO Zinc Plated Slides - Extra Charge	05	2869		1
Rotary Disconnect Switch	05	8790		1
Laminated Wiring Schematic ***AS BUILT*** ON ELECTRICAL PANEL DOOR	05	22101		1
Wiring Diagram "AS BUILT" ON USB Flash Drive		**STD**		**1**
EXTERIOR LIGHTS				
Surface Mount LED Entry Door Exterior Light - STD Choose Optional Below or Special builds	05	STD		1
LED Rear Center Mount Brake Light, **Rectangular**	05	20136		1
LED Mid-Ship Turn / Marker Lights	05	20138		1
Independent **RED** Brake & **AMBER** Turn Signal Lights	05	20139		1
INTERIOR LIGHTS				1
Additional Interior LED Dome Lamp - Each	05	8041		2
AUDIO / VISUAL				1
Jensen JHD36AB AM/FM/CD/Clock Blue Tooth/USB Enabled / 4 SPEAKERS **PA Ready**	05	8830		1
DOORS / HATCH / WINDOWS				
Electric Entry Door is Standard. Add Option #2056 if Manual is Desired				
Passenger Door Electric (standard)	05	20163		1
Passenger Door 36" ROUGH OPENING (STANDARD)	05	2063		1
Exterior Passenger Entrance Door Key	05	8133		1
Solid Window(s) EACH Replace T-Slide(s) Enter Specific Instructions in Row Below	05	20187		1
STREET SIDE REAR		**NOTE**		1
INTERIOR				1
Driver Coat Hook	05	8769		1
LUGGAGE RACK / STORAGE				1
Driver Storage in Cab Overhead with Lock	05	20192		1
PARATRANSIT OPTIONS				1
Double W/C Doors w/ Windows, LED Interior Light, Leaf Spring, LED Exterior Lighting	05	20206		1
IS THE LIFT IN THE FRONT OR REAR OF THE UNIT?				1
BRAUN LIFTS				1
Braun Century NCL917-2 800# Lift (33"x51")	05	8744		1
LIFT FAST IDLE WITH 403 INTERLOCK				1
Intermotive Gateway 508-F Ford E or 517-F Transit Fast Idle with Lift Interlock	05	99		1
Q Straint W.C. Securement Kits, Accessories				1
Q10007 - 4 QRT 360 Retractr Tie Down L track & Q8-6326-A1 Comb-Lap/Shldr	05	8826		2



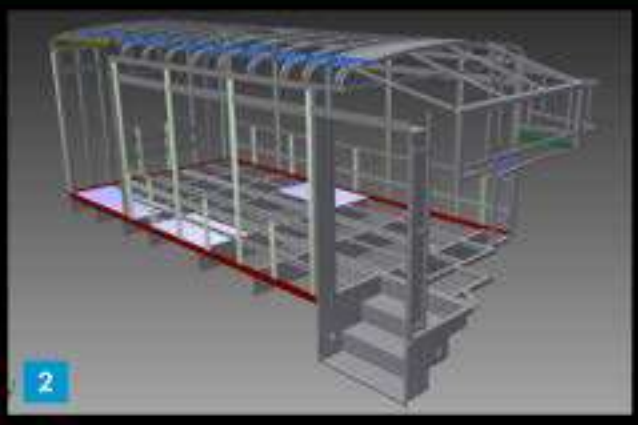
Q5-7580-4 18" Blue Webbing Loop (each)		05	20250		8
Q5-6327 84" Postural Belt with Padding - Black Webbing		05	20251		1
Q-Straint Belt Cutter (ship loose)		05	8179		1
Miscellaneous Accessories					1
Priority Seating Sign **Required for ADA Compliance**		05	8104		1
Tool Box Wheelchair Belt Storage		05	20257		1
SAFETY OPTIONS					
5 Lb Fire Extinguisher		05	8089		1
16 Unit First Aid Kit		05	8090		1
Body Fluid Kit		05	20264		1
Emergency Triangle Kit		05	8091		1
Back-Up Alarm SAE Type B 107 db(A) Ecco 575		05	2880		1
STANDARD ROSCO STSK4750 BACK-UP CAMERA SYSTEM W/ 7" REARVIEW MONITOR / MIRROR COMBO		**05**	**STD**		**1**
Interior Convex Mirror 6"x9"		05	20276		1
Red Light Over Emergency Exit Ea: **ON:**	**SIDE & REAR EGRESS WINDOWS**	05	8155		3
Yellow "Standee" Line		05	8802		1
GRAB RAIL / STANCHION / PANELS					
Ceiling Grab Rail - Install on **Both Sides**		05	99		1
Left Hand Entry Vertical Grab Rail - 1 1/4"			**STD**		1
1 1/4" Dual Entry Grab Rails Parallel to Entrance Steps (both sides)		05	8130		1
Stanchion and Modesty Panel at Entry Door			**STD**		1
SEATING - DRIVER					1
SHIELD Sport 2.0 Recliner RH Adjustable LeMans Arm, 2 Way Adjustable Lumbar		05	99		1
FREEDMAN SHIELD DRIVER SEAT FABRICS					1
Driver Seat Cover - Level 4 Ice Pinstripe; Mor-Care; Leathermate		05	2043		1
SEATING - PASSENGER					1
STD RIGID SEATS					1
Mid High Double Seat		05	8067		8
PASSENGER SEAT FABRICS					1
Seat Cover - Level 4 Ice Pinstripe; Mor-Care; Leathermate		05	2074		16
SEAT OPTIONS					1
Anti-Vandal Grab Handle, Black Ea **on:**	**ALL SEAT EXCEPT AGINST REAR WALL**	05	2311		16
Black US Armrest - Each - **on:**		05	2077		8
Flame Block Material on Underside of Seat (each)		05	2884		16
SEAT BELTS					1
Seat Belt, Freedman USR Retractable (Per Person)		05	2282		16
Seat Belt Extension, 12" (P/N 56410) FOR USR SEAT BELTS		05	8771		2

CONSTRUCTION
SAFETY FROM THE BOTTOM UP

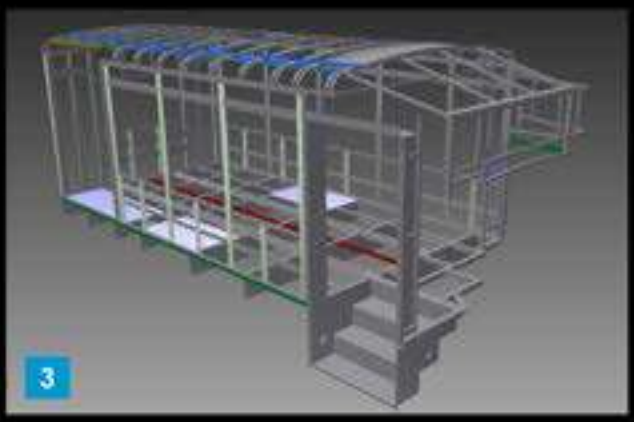
STARCRAFT BUS



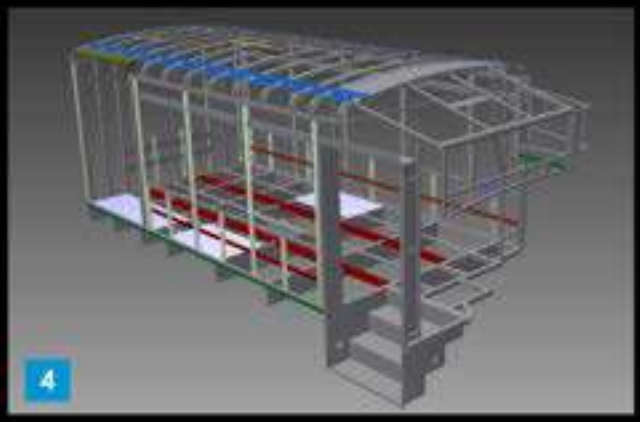
Starcraft Bus time-tested and proven body construction starts with the floor. We use 14 gauge formed steel c-channel spanning the full width of the body.



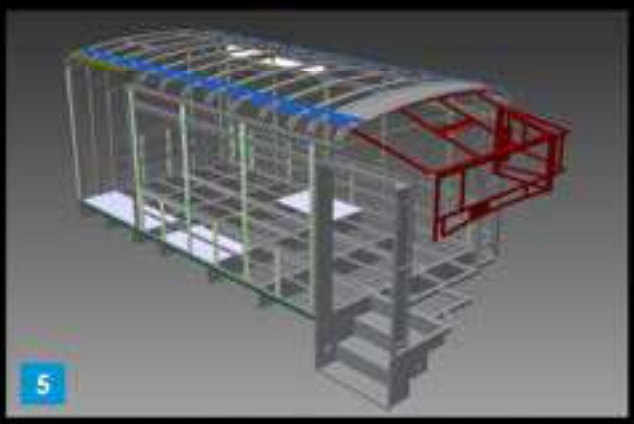
Structural angle steel is used around the full perimeter of the floor to add additional strength to the body assembly.



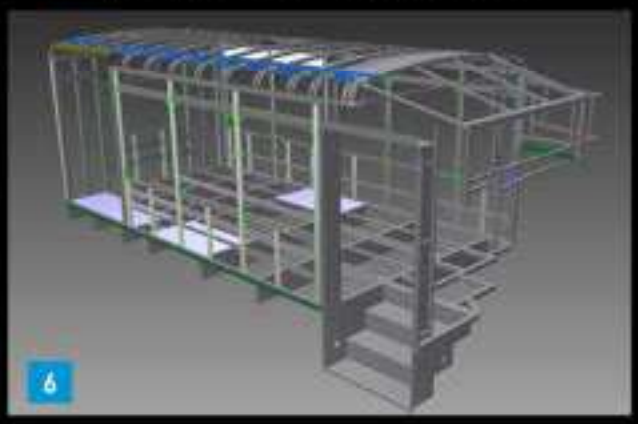
16 gauge steel tubing is welded to the floor structure in the center to prevent sagging of the sub-floor offering years of worry-free operation.



12 gauge, roll-formed, high strength, low alloy steel seat track is welded to the floor structure and sidewall structure for mounting of seats, meeting all applicable FMVSS standards.



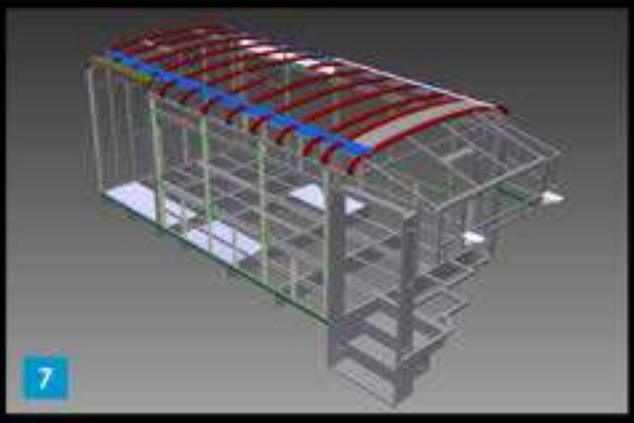
16 gauge steel tubing is welded into an integral structure to provide protection above the driver.



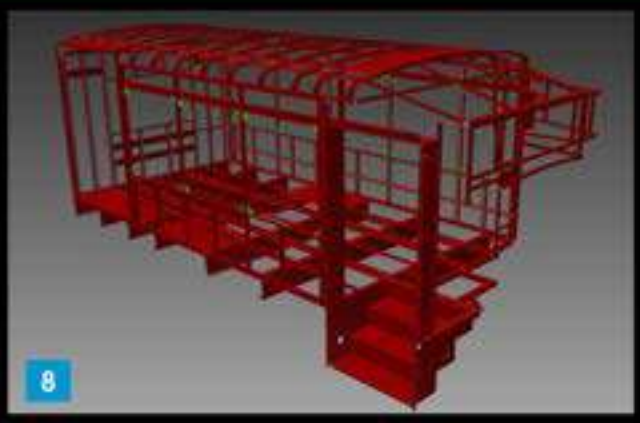
18 gauge steel, open c-channel sidewall, vertical members with eight bends create extreme strength and rigidity. Open c-channel allows thorough primer application, reducing potential corrosion issues.

CONSTRUCTION
SAFETY FROM THE BOTTOM UP

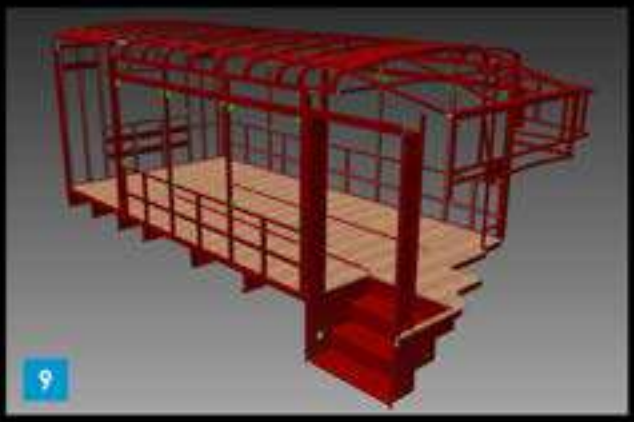
STARCRAFT BUS



18 gauge one-piece, radius-formed steel roof bows with eight bends provide exceptional strength and are capable of taking severe loads.



Before any exterior panels are installed, a fully-primed, steel cage is painted, offering exceptional corrosion resistance.



Plywood flooring is secured with an adhesive to eliminate squeaks and movement.



The walls and ceiling are insulated with polystyrene insulation, which will not sag from moisture. The insulation also provides exceptional barrier from the outside elements, as well as sound deadening.

ISO 9001 REGISTERED

QSM QUALIFIED SUPPLIER MODIFIER

Due to our commitment to product quality, specifications and options are subject to change without notice in the interest of product improvement and market changes.

Scan this barcode using a QR Reader on your smart phone to learn more about Forest River.

STARCRAFT BUS

2367 Century Drive • Goshen, IN 46528 • 1.800.348.7440 • www.starcraftbus.com

SUMMARY OF STANDARD WARRANTIES

(Provide complete warranty information and parchment with proposal)

Warranty	Miles	Years	Warranty Details
Body Structure	100,000	5	See attached Warranty Info
Chassis	36,000	3	See attached Warranty Info
Engine	60,000	5	See attached Warranty Info
Transmission	60,000	5	See attached Warranty Info
Air conditioner	Unlimited	2	See attached Warranty Info
Lift/Ramp	Unlimited	5	See attached Warranty Info
EV Battery	N/A	N/A	N/A
EV Conversion/Installation	N/A	N/A	N/A
CNG Warranty (Install and tanks)	N/A	N/A	N/A

MODEL 1 COMMERCIAL VEHICLES

Creative Bus Sales
The Nation's Largest Bus Dealership

CalACT MBTA RFP #20-01 - Class Z - Quote Sheet

Vehicle Type:	**Class Z1 - Z-1 E-Transit 8 Passenger 1 W/C**	**Date:**	**7/21/25**
Contact:	**Stephanie Sirls**	**Type of Lift:**	☑ Braun ☑ Side ☐ Rear
Agency:	**City of Banning**	**Seat Material:**	**Vinyl**
Address:	**176 E Lincoln Ave**	**Seat Color:**	**Customer Choice**
City, State, Zip:	**Banning, CA 92220**	**Floor Color :**	**Grey**
Phone:	**951-922-3269**	**Delivery:**	**30-45 Days from PO (In Stock)**
E-Mail:	ssirls@banningca.gov	**Salesperson:**	**Mike Farr**
NOTE:	***PER THE PURCHASING COOPERATIVE, PRICING SUBJECT TO CHANGE DUE TO PPI (PRODUCER PRICE INDEX) ESCALATION AND/OR MANUFACTURER PRICE INCREASES. PLEASE CONTACT YOUR SALES REPRESENTATIVE TO CONFIRM QUOTED PRICING IS STILL VALID PRIOR TO ISSUANCE OF PURCHASE ORDER.***		

Quantity:	Description	Price	Ext. Price	ADA
1	Class Z1 - Z-1 E-Transit (Basic) 109" Hiroof EL W3X 148" WB 6+copilot, driver and WC	$101,767.48	$101,767.48	$9,800.00
	Published Options			
1	27 - Delivery Zone 1	821.60	821.60	821.60
1	43 - Diamond Farebox SV - (all fareboxes to be supplied with 2 vaults)	2,440.15	2,440.15	2,440.15
1	77 - Front passenger seat delete+ add equipment tower	1,848.60	1,848.60	1,848.60
1	84 - WC Lift installed behind curbside rear axle	9,756.50	9,756.50	9,756.50
	Non-Published Options			
1	68Kwh Battery Pack (Credit)	-$12,000.00	(12,000.00)	0.00
1	Add Provision Camera system (Per spec)	$5,650.00	5,650.00	
1	Add advertising rails	$0.00	0.00	
1	Add Graphics (Banning Transit)	$6,050.00	6,050.00	
2	Add 3pt Seat (Make total of 8)	$0.00	$0.00	
1	Lift Pad Cover	0.00	0.00	

NOTE:

PER THE PURCHASING COOPERATIVE, PRICING SUBJECT TO CHANGE DUE TO PPI (PRODUCER PRICE INDEX) ESCALATION AND/OR MANUFACTURER PRICE INCREASES. PLEASE CONTACT YOUR SALES REPRESENTATIVE TO CONFIRM QUOTED PRICING IS STILL VALID PRIOR TO ISSUANCE OF PURCHASE ORDER.

Class V - Base Price	$101,767.88	
Published Options	$14,866.85	
UnPublished Options	-$300.00	
Total	$116,334.73	$24,666.85
Doc Prep Fee	$85.00	
Non-Taxable	$24,666.85	
Taxable Amount	$92,752.88	
Tax Total	$7,188.35	7.750%
Sub-Total	$123,608.08	
CalACT Fee	$1,745.02	
DMV E-File Fee:	$33.00	
DMV Fee	$0.00	*(Estimated)*
Tire Fee	$12.25	
Total	**$125,398.35**	
Number of Units	1	
Final Total	**$125,398.35**	

The Non-Taxable Amount is the ADA Equipment in the Base and Added as Options

The Taxable Amount Includes the Mobility Rebate of $1,000.00 For Ford Chassis

Banning* 95

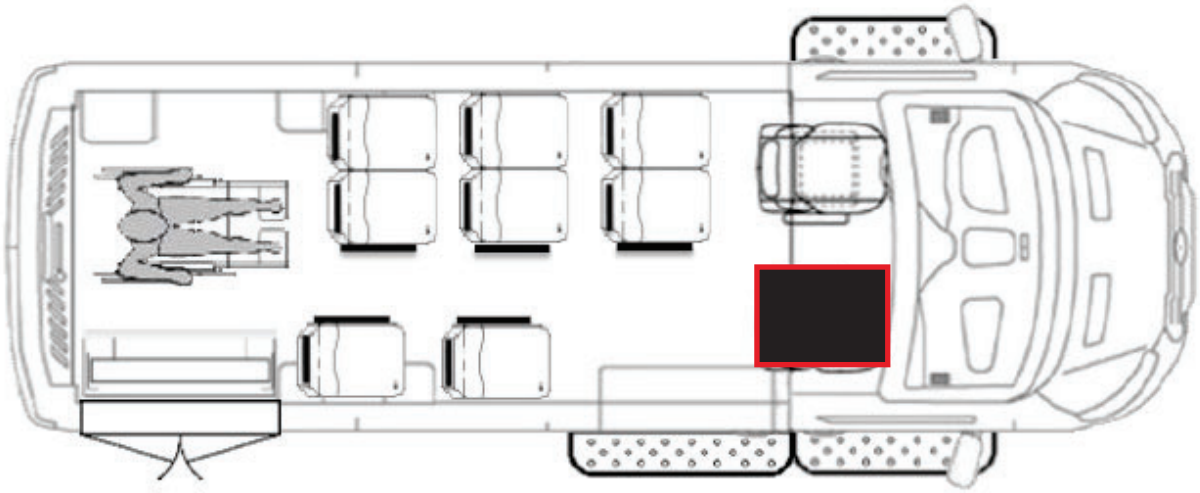
Purchasing of vehicles requires a CALACT membership, letter of assignment, and payment of procurement fee. If you have any questions, please contact CALACT direct at 916-920-8018

MobilityTRANS



Ford Factory Ordered Transit Chassis

	Description			Color	Chassis	Engine	
	2023 E-Transit T-350 Van High Roof 148EL Sliding Door 9,500# GVWR			Oxford White	W3X-E	Electric Motor	
1	1 Wheelchair On 148"-EL Wheel Base - High Roof Cargo Van ☐			☐			
1	AMF Bruns Smartfloor System						
8	Single Seats On Fixed Legs (Use Seat Option Below If Needed)	**# Of Street Side Belts**			**# CRS Option**		
1	Retractable Shoulder Harness With Height Adjustment (Each)	**Add Ret. Lap Belts** ☑			**Removeable** ☐		
1	Tiedown Storage Pouch Mounted On Sidewall (Holds 1 Set Of Tiedowns)						
4	Tiedown Web Loop **(1 Loop)**						
1	Stainless Steel Assist Pole At Right Entry	**Options:**					
1	Stainless Steel Assist Pole At Left Entry	**Options:**					
1	Insulate Headliner						
1	Insulate Walls						
1	Insulate Doors						
1	Driver Door 8" Stainless Steel Board						
1	Co-Pilot Door 8" Stainless Steel Board						
1	Sliding Door 8" Stainless Steel Board						
1	Safety Kit Includes: 5lb Fire Extinguisher, First Aid Kit, Triangle Reflectors						
1	Bodily Fluid Clean Up Kit						
1	Belt Cutter						
1	E-Transit Twin Air Tie-In Heat/Cool Floor Mount - 28K BTU Heat/31K BTU Cool						
1	Qstraint torso belt						

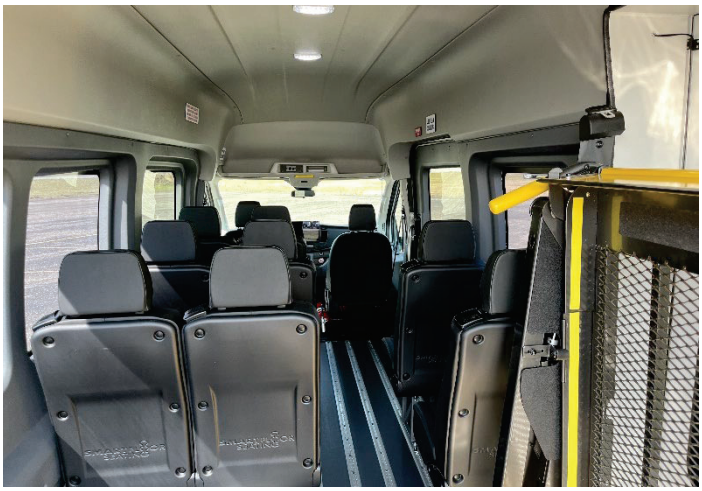


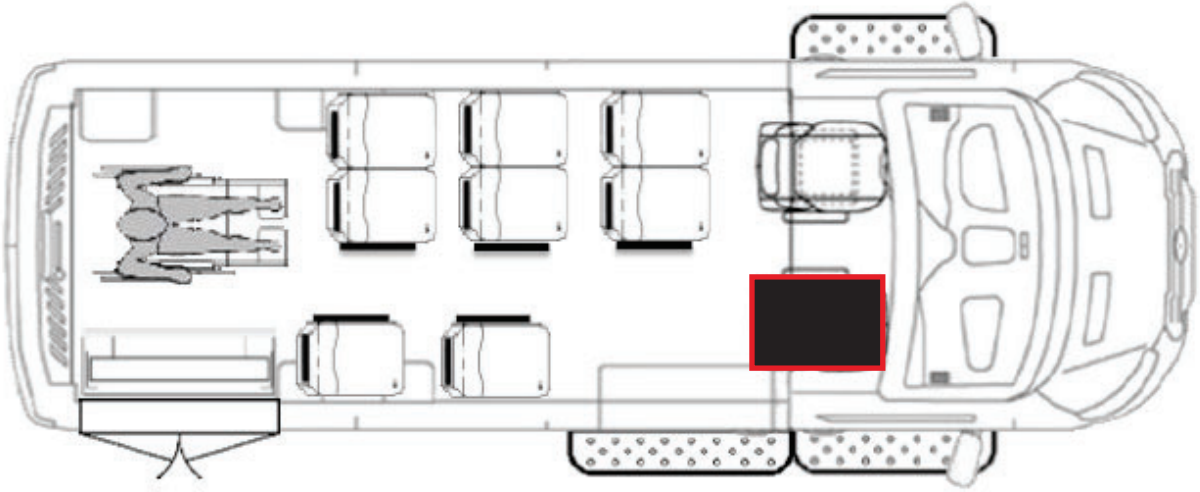
IMAGES & FLOORPLAN











Warranty	Miles	Years
Body Structure	150,000	5
Chassis	36,000	3
Drive Motor	100,000	8
Transmission	N/A	N/A
Air conditioner	Air conditioner	36000
Lift/Ramp	Unlimited	5
EV Battery	100,000	8
EV Conversion/Installation	N/A - Ford OEM	N/A - Ford OEM
Battery Degradation Warranty	100,000	8
Propulsion Control System	100,000	8
Axles	60,000	5

CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Arturo Vela, Acting City Manager**
PREPARED BY:	**Nicole Jews, Human Resources Manager** **Art Vela, Acting City Manager**
MEETING DATE:	**August 26, 2025**
SUBJECT:	**Consideration of Resolution 2025-121, Amending the Classification & Compensation Plan for the City of Banning**

RECOMMENDATION:

Adopt Resolution 2025-121.

BACKGROUND:

It is necessary to amend the City's Classification & Compensation Plan from time to time to maintain a current plan that reflects budget amendments, organizational structure, and department needs. Past City Council resolutions have identified the necessity to maintain a current Classification & Compensation Plan that reflects the nature of work and organizational structure and that the plan is updated to reflect both market changes and appropriate compensation for work performed.

JUSTIFICATION:

Proposed changes to the Classification and Compensation plan include:

During the July 8th, 2025 City Council meeting, Council approved the reclassification of the Administrative Services Director position to a Finance Director and the funding of the Human Resources Director positions.

Both Director's position salaries were based on the October 2022 all-city classification and compensation study for the Executive level positions. While staff was working with the Executive Recruiting firm to recruit for these positions, a current market salary survey was conducted and found our posted salaries were below the current industry rates.

Increasing these salaries will assist in providing a better candidate pool and make these positions more competitive in the current job market.

Salary Survey:

Human Resources Director

AGENCY	TITLE	CURRENT SALARIES
City of Riverside	HR Director	$ 266,666
City of LaQuinta	HR Director	$ 180,501
City of Coachella	HR Manager	$ 176,454
City of Palm Springs	HR Director	$ 171,399
City of Colton	HR Director	$ 263,636
City of Corona	Chief Talent Officer	$ 201,347
	Average of Salaries	$210,001

Average Based on Salaries			
	Min	Mid	Max
Market Average	$155,362	$210,001	$246,751
Recommended Range D06	**$175,777**	**$206,791**	**$237,805**

Finance Director

AGENCY	TITLE	CURRENT SALARIES
Riverside	Finance Director	$ 266,151
La Quinta	Finance Director/Treasurer	$ 177,703
Coachella	Finance Director	$ 178,644
Palm Springs	Finance Director/Treasurer	$ 200,765
Colton	Finance Director	$ 263,636
Corona	Finance Director/Risk	$ 219,149
	Average of Salaries	$217,675

Average Based on Salaries			
	Min	Mid	Max
Market Average	$179,582	$217,675	$255,768
Recommended Range D07	$180,172	$211,962	$243,751

FISCAL IMPACT:

Fiscal Services Department:

Fiscal Impact – Funding from General Fund (Fiscal Services budget)

Position/Grade	Proposed Salary Range (min to max)	Proposed New Salary Range (min to max)	Proposed Base Wage Difference (min to max)
Finance Director / D01 to D07	$155,361.93 to $210,185.66	$180,172.68 to $243,751.57	$24,810.75 to $33,565.91
TOTAL ANNUAL FISCAL IMPACT			$24,810.75 to $33,565.91

Human Resources & Risk Management Department:

Fiscal Impact – Funding from General Fund (HR & Risk Management budgets)

Position/Grade	Proposed Salary Range (min to max)	Proposed New Salary Range (min to max)	Proposed Base Wage Difference (min to max)
Human Resources Director / D01 to D06	$155,361.93 to $210,185.66	$175,777.91 to $237,805.98	$20,415.98 to $26,900.32
TOTAL ANNUAL FISCAL IMPACT			$20,415.98 to $26,900.32

ALTERNATIVES:

Do not adopt Resolution 2025-121 and provide alternative direction to staff.

BUDGETED?:

No

CONTRACT/AGREEMENT:

No

ATTACHMENTS:

1. Resolution 2025-121.docx

RESOLUTION 2025-121

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, AMENDING THE CLASSIFICATION & COMPENSATION PLAN FOR THE CITY OF BANNING

WHEREAS, it is necessary to amend the City's Classification & Compensation Plan from time to time to maintain a current plan that reflects the nature of work, organizational structure, or otherwise; and

WHEREAS, changes to job descriptions, job titles, and/or pay ranges require City Council approval.

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

SECTION 1. That the City Council approve the following position salary changes to the effective Fiscal Year 2025-2026 classification and compensation plan:

- Finance Director (Financial Services Group) – Move Salary from Grade D01 to D07
- Human Resources Director (Human Resources Group) – Move Salary from Grade D01 to D06

SECTION 2. The City Council approves the salary revisions for the Finance Director and Human Resources Director positions effective Fiscal Year 2025-2026.

SECTION 3. The City Council authorizes the City Manager, or designee, to make necessary budget adjustments, appropriations, and transfers related to this resolution.

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

PASSED, APPROVED AND ADOPTED this 26th day of August 2025.

Sheri Flynn, Mayor
City of Banning

ATTEST:

Sandra Calderon,
Acting Administrative City Clerk
City of Banning

APPROVED AS TO FORM:

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

CERTIFICATION:

I, Sandra Calderon, Acting Administrative City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution 2025-121, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 26th day of August 2025 by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Sandra Calderon,
Acting Administrative City Clerk
City of Banning, California

CITY OF BANNING
STAFF REPORT

TO: **CITY COUNCIL**

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

PREPARED BY: **Nicole Jews, Human Resources Manager**
Art Vela, Acting City Manager

MEETING DATE: **August 26, 2025**

SUBJECT:

Consideration of Resolution 2025-122, Ratification of a Sole Source Agreement and Budget Allocation for ATI Restoration, LLC for Hazardous Waste Clean-Up

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RECOMMENDATION:

Adopt Resolution 2025-122.

BACKGROUND:

On May 9, 2025, at approximately 1:15 AM, CAL FIRE/Riverside County Fire Department responded to several reports of a structure fire at Repplier Park. The building, previously known as the Banning Boy Scouts Club, suffered significant damage. Fire crews brought the blaze under control in about an hour.

This fire was reported to the city's insurance company for immediate action. The city's adjuster worked diligently to get the fire damaged area secure so no additional safety issues would occur. A temporary fence was installed to secure the damaged area, and an environmental testing company was hired to come out and test for contaminants. Unfortunately, the tests came back positive for airborne asbestos.

Staff have worked with the insurance adjuster, Public Works and Parks & Recreation to approve a plan to demolish the damaged remains of the building.

JUSTIFICATION:

Staff is requesting ratification of an emergency/sole source contract with ATI Restoration, LLC to complete the environmental clean-up of the area for an amount not to exceed $494,500.

Due to the possible environmental contamination, staff has determined that the work should be processed as an emergency.

FISCAL IMPACT:

As a part of the insurance coverage, all work completed for this environmental clean-up, testing and temporary fencing will be covered from the insurance funds. The insurance company provided the city with a payment of $741,480, which is the total value of the building. These funds will be used to cover the cost of the work to be performed.

Due to this being a commercial building claim the city's $10,000 deductible has been waived.

Staff needs a budget appropriation to Account: 704-3200-412-90.15 (Project Code: EM2601) in an amount of $494,500.

ALTERNATIVES:

Do not adopt Resolution 2025-122 and provide alternative direction to staff.

BUDGETED?:

No

CONTRACT/AGREEMENT:

Yes

ATTACHMENTS:

1. Resolution_2025-122_Approving_a_Sole_Source_Agreement_for_Hazardous_Waste_Clean-up_for_Repplier_Park (1).docx
2. Pictures of Boy Scout House Fire.pdf
3. ATI - Sole_Source_Vendor_Form_Banning.pdf
4. Executed C01179 - Envrironmental Clean-Up Repplier Park (ATI Restoration, LLC).pdf

RESOLUTION 2025-122

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, TO RATIFY THE SOLE SOURCE CONTRACT WITH ATI RESTORATION, LLC FOR HAZARDOUS WASTE CLEAN-UP IN THE AMOUNT OF $494,500

WHEREAS, the City's insurance carrier solicited proposals for specialized environmental clean-up, due to fire damage at the Boy Scout house located at Repplier Park; and

WHEREAS, the City's insurance carrier negotiated the Scope of Work with ATI Restoration, LLC, to enter into a sole source agreement to complete the tasks as indicated in the environmental testing report; and

WHEREAS, funding will be available in the City's Public Works Department account during Fiscal Year 25/26 in the amount of Four Hundred and Ninety-Four Thousand and Five Hundred Dollars ($494,500); and

WHEREAS, the cost for the environment clean-up provided by ATI Restoration, LLC will be in an amount not-to-exceed Four-Hundred Ninety-Four Thousand, Five-Hundred Dollars ($494,500) and will be fully paid for from insurance funds received by the City.

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

SECTION 1. The City Council ratifies the contract with ATI Restoration, LLC., for an amount not to exceed Four-Hundred Ninety-Four Thousand, Five-Hundred Dollars ($494,500) and authorize the City Manager to make necessary non-substantive changes, and to execute said agreement included as Exhibit A and attached to this resolution.

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 26th day of August 2025.

Sheri Flynn, Mayor
City of Banning

ATTEST:

Sandra Calderon,
Acting Administrative City Clerk
City of Banning

APPROVED AS TO FORM:

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

CERTIFICATION:

I, Sandra Calderon, Acting Administrative City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution 2025-122, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 26th day of August 2025 by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Sandra Calderon,
ActingAdministrative City Clerk
City of Banning, California

Exhibit A
Work Authorization – Commerical Contract













SOLE SOURCE/EMERGENCY PURCHASE JUSTIFICATION

Date: 07/17/2025 Dept./Div.: Risk managment Phone: 951-922-3155

Contact: Nicole Jews or Ruben Macias

Vendor: ATI Restoration, LLC (Don Gibson)

Address: 3360 E. La Palma Avenue, Anaheim, CA 92806 Phone: 714-715-1378

Check reason for sole source/emergency purchase request:

- ☐ **Sole Source:** No other items are known to exist which perform the same function.
- ☐ **Standardization:** The City requires the item(s) to standardize parts, design, quality, etc. (explain in more detail below)
- ☐ **Scarce Commodity:** To procure a commodity that is in critical short supply, such as fuel, potable water, MRE's porta-potties, etc. and the vendor will be out of inventory if the bid process is followed. (This option is not permitted once inventories begin to normalize.
- ☒ **Emergency Protective Measures:** This classification is for extraordinary measures that may be needed when life, public health or improved property are in imminent danger. For instance, during the winter season, the purchase of sand and sand bags would not constitute an extraordinary measure. Purchases of sand and sandbags should be a normal purchase and anticipated before the winter season arrives. An extraordinary protective measure could be the rental of temporary fencing to cordon off structures in imminent danger of collapse.
- ☐ **Emergency Consulting Services:** The procurement is for a technical consulting service of an immediate nature, such as inspection of a heavily damaged structure to determine if a collapse is imminent or inspection of a slope to determine the nature and extent of landslide potential.
- ☐ **Emergency Road Clearance:** Services needed to clear roads to provide access for emergency service vehicles. This is not used for general debris removal.
- ☐ **Other Emergency Requirement:** Purchase necessary for the preservation of life, public health or improved property due to imminent danger. Provide a brief explanation of the immediate problem and include the potential consequences if left unaddressed
- ☐ **Non-Responsive Bids:** Bids were solicited, but no responsive bid has been received from requested bidders. A copy of all bids and a list of other solicited vendors must be attached.
- ☐ **Pre-Existing Contract:** The purchase was made under terms of a pre-existing competitively bid disaster services, materials, or supplies contract.
- ☐ **Patent or Copyright:** The item is patented or copyrighted and vendor has exclusive sales rights.
- ☐ **Legal Monopoly:** The item or product or service of a legal monopoly.
- ☐ **Captive Replacement Part:** The item is a captive replacement part. Use of a generic part will void a warranty, or use of a generic part will require extensive modifications to existing equipment which would be cost prohibitive.
- ☐ **Sole Distributor:** The vendor is the only authorized distributor of this item.

Narrative Justification – Explain the following. Be very precise when filling in this section.

- Describe what is being purchased or rented.
- Describe where the equipment, material or services will be used.

- Specify the immediate hazard or threat that poses imminent danger. (The phase "earthquake damage" is insufficient. Provide detail: "A three story unreinforced masonry building is severely damaged and appears to be in imminent danger of collapse onto the public right of way."
- Describe the minimum acceptable actions that can be taken to reduce or eliminate the hazard i.e., "Install temporary chain link fencing around the structure at a distance of 20 feet from the building."
- Describe consequences if left unaddressed. "The building may collapse injuring bystanders."

Product or service to be purchased or rented:

The city's insurance carrier completed an independent bid process for a 3rd party environmental specialized clean-up company to provide a clean-up service of airborne asbestos due to fire.

Location of product or service use:

Repplier Park - 749 N San Gorgonio Avenue

Specific Hazard or Threat (complete for emergency justification):

Environmental airborne asbestos due to fire. The location of the fire damaged building is in a park area occupied for community, family events and various activities.

Minimum action to reduce threat (complete for emergency justification):

Currently there is a temporary fence blocking access to the damages building but there has been vandalism to the fence area. The plan is to demolish, provide environmental abatement of all debris left from the fire

Consequences if unaddressed (complete for emergency justification):

This will cause a major liability for the city. Since this is an environmental issue there is the potential for major health and safety issues for residents and staff.

Cost Rationality – The cost of the equipment, supplies or services procured are deemed to be rational by virtue of the following circumstances. Check the appropriate box(es) below. Attach any documentation to support you rational.

- ☐ The prices charged are comparable with the prices paid for similar goods or services within the last 12 months.
- ☐ Using readily available catalogs or price lists, and/or internet sources, it's determined that the cost are reasonable within the circumstances at hand. (Attach copies)
- ☒ The prices paid for the goods or services exceed normative pricing, but the circumstances required their purchase, and only enough of the goods or services were purchased to deal with the specific emergency at hand. All additional purchases of the same goods or services will be made through normal procedures.
- ☐ There are no available sources for market cost rationale due to the above mentioned sole source, non-responsive bids, patent or copyright, legal monopoly and sole distributor classification.

Authorizations:

Dept. Head's Signature: _____ Date: 07/17/2025

Purchasing Officer's Signature: _____ Date: 8/1/25

City Manager's Signature: _____ Date: 8/19/25

ATTACH TO THE SOLE SOURCE FORM
DETAILED JUSTIFICATION FOR SOLE SOURCE:
(widen text boxes as necessary)

The requestor shall clearly provide:

a. A detailed description of the type of contract to be established;

This is an environmental clean-up of a building consumed by fire. During testing after the fire the environmental test found airborne asbestos.

b. A detailed description of services and/or commodities to be provided by the vendor;

Details for the description of the service are location on the attached contract.

c. An explanation of why the recommended vendor is the only one capable of providing the required services and/or commodities and include back-up information to support the justification;

The city's insurance company conducted an independent bidding process for this specialized environmental clean-up service and provided a recommendation to the city to move forward with ATI. The fee for this contract is 100% reimbursable through the city's insurance carrier.

d. The identity of other sources that have been contacted and explain in detail why they cannot fulfill the City's requirements;

The city used their insurance carrier to complete this process. They conducted an independent bidding process for this specialized environmental clean-up service and provided a recommendation to the city to move forward with ATI.

e. An explanation of how the recommended vendor's prices or fees compare to the general market and attach quotes for comparable services and supplies, if available (limited competition);

This particular service is very specialized and their are very limited vendors in the area to complete this services. Since the city followed the process and used their insurance carrier, ATI was the approved and recommended company for this clean-up.

f. An explanation of how the City would accomplish this particular task if the recommended vendor could not provide the product or service.

If the city had to conduct this clean-up process outside of going through the insurance carrier, there would increased cost, a delay the clean-up occurring, which would leave the vulnerable to a major lawsuit due this this hazard.

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CONTRACT (C01179)

CITY OF BANNING CONTRACT FOR ENVIRONMENTAL CLEAN-UP, ABATEMENT AND BUILDING DEMOLITION, REPPLIER PARK BY AND BETWEEN CITY OF BANNING AND ATI RESTORATION, LLC.

THIS CONTRACT ("Contract") is made and entered this day of 8/20/2025 ("Effective Date"), by and between the CITY OF BANNING, a California municipal corporation ("City") and ATI RESTORATION, LLC, a LIMITED LIABILITY COMPANY ("Contractor"). Contractor's California State Contractor's license number is 613991; Class -B, C15, C-2, C-6, C21, C47, C39. Contractor's DIR registration number is 1000750223.

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

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

2. Scope of Services. Contractor shall perform the Work in a good and workmanlike manner for the project identified as Environmental Clean-Up, Abatement,and Building Demolition ("Project"), as described in this Contract and in the Contract Documents.

3. Compensation. In consideration of the services rendered hereunder, City shall pay Contractor a not to exceed amount of Four Hundred Ninety-Four Thousand, Five Hundred Dollars ($494,500.00) in accordance with the prices as submitted in the Bid.

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

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

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

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

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

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comply with such provisions before commencing the performance of the Work of this Contract."

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

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

10. Debarment or Suspension.

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

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

12. Signatures. Electronic Signatures: Each Party may adopt as its signature an electronic identification consisting of a symbol or code that is affixed to or contained in each document transmitted by such Party ("electronic signature"). The Parties hereto herby agree that electronic signatures are acceptable, shall have the same force and effect under the law as original wet signatures, and shall be sufficient to verify that the Parties have executed this Agreement and such other documents transmitted by the Parties.

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

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

CITY OF BANNING

City Council Approval: _____

By: Arturo Vela 8/20/2025
Acting City Manager Date

ATTEST:

By: Sandra Calderon 8/20/2025
Acting Administrative City Clerk Date

APPROVED AS TO FORM:

By: John Pinkney 8/20/2025
City Attorney Date

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ATI Restoration LLC

("CONTRACTOR")

By: Kyle Bias 8/20/2025

Name: Kyle Bias Date

Title: Regional Vice President

By: _____

Name: Date

Title:

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GENERAL PROVISIONS

SECTION 0. GENERAL PROVISIONS DEFINED

0-1 STANDARD SPECIFICATIONS

The 2021 edition of "Standard Specifications for Public Works Construction" ("Standard Specifications"), as amended by the Contract Documents, is incorporated into the Contract Documents by this reference. The Work described herein shall be done in accordance with the provisions of the Standard Specifications, as amended by the Contract Documents.

0-2 NUMBERING OF SECTIONS

The number of sections and subsections in these General Provisions are compatible with the numbering in the Standard Specifications.

0-3 SUPPLEMENTATION OF STANDARD SPECIFICATIONS

The Sections that follow supplement, but do not replace, the corresponding provisions in Part 1 (General Provisions) of the Standard Specifications, except as otherwise indicated herein. In the event of any conflict between the Standard Specifications and these General Provisions, these General Provisions shall control.

SECTION 1. GENERAL, TERMS, DEFINITIONS, ABBREVIATIONS, UNITS OF MEASURE, AND SYMBOLS

1-2 TERMS AND DEFINITIONS

Whenever in the Standard Specifications or in the Contract Documents the following terms are used, they shall be understood to mean the following:

Agency – The City of Banning.

Board – The City Council of the City of Banning.

Contract Documents – As defined in Standard Specifications Section 1-2, but also including these General Provisions.

Engineer – The City Engineer, acting either directly or through properly authorized agents. Such agents shall act within the scope of the particular duties entrusted to them.

Inspector – An authorized representative of the City, assigned by the City to make inspections of Work performed by or materials supplied by the Contractor.

Laboratory – A laboratory authorized by the City to test materials and Work involved in the Contract.

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Notice of Completion – The notice authorized by Civil Code Section 9204.

Project – See Work.

Submittal – Any drawing, calculation, specification, product data, samples, manuals, requests for substitutes, spare parts, photographs, survey data, traffic control plans, record drawings, Bonds or similar items required to be submitted to the City under the terms of the Contract.

1-3.3 Institutions

The institutions listed in Section 1-3.3 of Part 1 of the Standard Specifications shall be supplemented by the list below:

Abbreviation	**Word or Words**
AAN	American Association of Nurserymen
AGCA	Associated General Contractors of America
APWA	American Public Works Association
CRSI	Concrete Reinforcing Steel Institute
CSI	Construction Specifications Institute
NEC	National Electric Code
NFPA	National Fire Protection Association
SSS	State of California Standard Specifications, Latest edition, Department of Transportation
SSP	State of California Standard Plans, Latest edition, Department of Transportation

1-7.2 CONTRACT BONDS

The Performance Bond shall remain in force until the date of recordation of the Notice of Completion and the end of all warranty periods set forth in the Contract Documents. The Payment Bond shall remain in force until expiration of the time within which the California Labor Commissioner may serve a civil wage and penalty assessment against the principal, any of its subcontractors, or both the principal and its subcontractors pursuant to Labor Code Section 1741, and until the expiration of the time within which a joint labor management committee may commence an action against the principal, any of its subcontractors, or both the principal and its subcontractors pursuant to Labor Code Section 1771.2.

All Bonds must be submitted using the required forms, which are in the Contract Documents, or on any other form approved by the City Attorney.

SECTION 2. SCOPE OF THE WORK

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2.2 PERMITS

Before starting any construction work, the Contractor will be required to obtain all necessary permits from the City, which may include obtaining a no fee encroachment permit for Work within the public right-of-way, as well as all other permits required from all other agencies. Should the Project require construction of trenches or excavations which are five (5) feet or deeper and into which a person is required to descend, the Contractor shall obtain a Cal/OSHA permit and furnish the City with a copy before Work commences on this Project. The Contractor shall bear all cost for fees for all agencies except for the City's permit fees.

2.4 COOPERATION AND COLLATERAL WORK

The Contractor shall be responsible for coordinating all Work with the City's street sweeping, trash pick-up, and street maintenance contractors, emergency services departments, utility companies' crews, and others when necessary. Payment for conforming to these requirements shall be included in other items of Work, and no additional payment shall be made thereof.

2-5.4 Haul Routes

Subsection 2-5.4 of Part 1 of the Standard Specifications shall be deleted and replaced as follows:

> The Contractor must obtain the City Engineer's approval before using any haul routes. Further detail requirements for haul traffic are delineated in the Special Provisions.

2-7 CHANGES INITIATED BY THE AGENCY

2-7.1 General.

The City reserves the right, without notice to the Surety, to increase or decrease the quantity of any item or portion of the Work described in the Contract Documents or to alter or omit portions of the Work so described, as may be deemed necessary or expedient by the City Engineer, without in any way making the Contract void. Such increases, alterations or decreases of Work shall be considered and treated as though originally contracted for, and shall be subject to all the terms, conditions and provisions of the original Contract. The Contractor shall not claim or bring suit for damages, whether for loss of profits or otherwise, on account of any decrease, alteration or omission of any kind of Work to be done.

2-8 EXTRA WORK

New and unforeseen work will be classified as Extra Work only when the Work is not covered and cannot be paid for under any of the various items or combination of items for which a Bid price appears on the Bid. The Contractor shall not do any Extra Work except upon written order from the City Engineer.

SECTION 3. CONTROL OF THE WORK

3-1 ASSIGNMENT

Any purported assignment without written consent of the City shall be null, void, and of no effect, and the Contractor shall hold harmless, defend and indemnify the City and its officers, officials, employees,

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agents and representatives with respect to any claim, demand or action arising from or relating to any unauthorized assignment.

If the City opts to consent to assignment, the City's consent shall be contingent upon: (1) a letter from the Surety agreeing to the assignment and assigning all of the Bonds to the assignee without any reduction, or the assignee supplying all new Bonds in the amounts originally required under the Contract Documents; and (2) the assignee supplying all of the required insurance in the amounts required in the Contract Documents. Until the Surety assigns all of the Bonds or the assignee supplies all of the new Bonds, and until the assignee supplies all of the required insurance, an assignment otherwise consented to in writing by the City shall not be effective. Even if the City consents to assignment, no assignment shall relieve the Contractor of liability under the Contract.

3-5 INSPECTION

The Contractor shall arrange and pay for all off-site inspection of the Work required by any ordinance or governing authorities. The Contractor shall also arrange and pay for other inspections, including tests in connection therewith, as may be assigned or required.

3.7 CONTRACT DOCUMENTS

3-7.1 General

In addition to the requirements under Section 3-7.1 in the Standard Specifications, the Contractor shall maintain a control set of Plans and Specifications on the Project site at all times. All final locations determined in the field, and any deviations from the Plans and Specifications, shall be marked in red on the control set to show the as-built conditions. This control set of Plans shall also be edited for all Addenda, Requests for Information, Change Orders, field changes not involving cost, and any other variation that occurred during construction. Upon completion of all Work, the Contractor shall return the control set to the City Engineer. Final payment will not be made until this requirement is met.

Where a work feature is shown on the drawings or identified in the Specifications but is not specifically indicated as an item in the bid sheets, and there is no ambiguity regarding the requirement to construct, install, or construct and install that work feature, the Contractor is required to complete the work feature. All costs to the Contractor for constructing, installing, or both constructing and installing such a work feature shall be included in the Bid.

3-7.2 Precedence of the Contract Documents

With regard to Section 3-7.2 in the Standard Specifications, the Special Provisions shall control over the General Provisions, such that the order of precedence shall be as follows:

1. Permits issued by regulatory agencies with jurisdiction.
2. Change Orders and Supplemental Agreements, whichever occurs last.
3. Contract/Agreement.
4. Bid.

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5. Special Provisions.
6. General Provisions.
7. Plans.
8. Standard Plans.
9. Standard Specifications.
10. Reference Specifications.

3-9 SUBSURFACE DATA

If the City or its Contractors have made investigations of subsurface conditions in areas where the Work is to be performed, such investigations shall be deemed made only for the purpose of study and design. If a geotechnical or other report has been prepared for the Project, the Contractor may inspect the records pertaining to such investigations subject to and upon the conditions hereinafter set forth. The inspection of the records shall be made in the office of the City Engineer. It is the Contractor's sole responsibility to determine whether such investigations exist, and the City makes no affirmative or negative representation concerning the existence of such investigations.

The records of any such investigations are made available solely for the convenience of the Contractor. It is expressly understood and agreed that the City, the City Engineer, their agents, Contractors or employees assume no responsibility whatsoever with respect to the sufficiency or accuracy of any investigations, the records thereof, and the interpretations set forth therein. No warranty or guarantee is expressed or implied that the conditions indicated by any such investigations or records are representative of those existing in the Project area. The Contractor agrees to make such independent investigations and examination as necessary to be satisfied of the conditions to be encountered in the performance of the Work.

The Contractor represents that it has studied the Plans, Specifications and other Contract Documents, and all surveys and investigation reports of subsurface and latent physical conditions, has made such additional surveys and investigations as necessary for the performance of the Work at the Contract Price in accordance with the requirements of the Contract Documents, and that it has correlated the results of all such data with the requirements of the Contract Documents. No claim of any kind shall be made or allowed for any error, omission or claimed error or omission, in whole or in part, of any geotechnical exploration or any other report or data furnished or not furnished by the City.

3-10 SURVEYING

3-10.1 General

The Contractor shall verify all dimensions on the drawings and shall report to the City any discrepancies before proceeding with related Work. The Contractor shall perform all survey and layout Work per the benchmark information on the Project Plans. All surveying Work must conform to the Professional Land Surveyors' Act (Business and Professions Code Section 8700 *et seq.*). All Project surveying notes and "cut-

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sheets" are to be provided to the City after the completion of each surveying activity and all final surveying notes shall be provided before final payment to the Contractor.

Construction stakes shall be set and stationed by the Contractor at its expense. Unless otherwise indicated in the Special Provisions, surveying costs shall be included in the price of items bid. No separate payment will be made. Re-staking and replacement of construction survey markers damaged as a result of the Work, vandalism, or accident shall be at the Contractor's expense.

3-11 CONTRACT INFORMATION SIGNS

The names, addresses and specialties of the Contractor, Subcontractors, architects or engineers may not be displayed on any signage within the public right-of-way. This signage prohibition includes advertising banners hung from truck beds or other equipment.

3-12 WORKSITE MAINTENANCE

3-12.1 General.

Clean-up shall be done as Work progresses at the end of each day and thoroughly before weekends. The Contractor shall not allow the Work site to become littered with trash and waste material, but shall maintain the same in a neat and orderly condition throughout the construction operation. Materials which need to be disposed shall not be stored at the Project site, but shall be removed by the end of each Working Day. If the job site is not cleaned to the satisfaction of the City Engineer, the cleaning will be done or contracted by the City and shall be back-charged to the Contractor and deducted from the Contract Price.

The Contractor shall promptly remove from the vicinity of the completed Work, all rubbish, debris, unused materials, concrete forms, construction equipment, and temporary structures and facilities used during construction. Final acceptance of the Work by the City will be withheld until the Contractor has satisfactorily complied with the foregoing requirements for final clean-up of the Project site.

3.12.4 Storage of Equipment and Materials.

3-12.4.1 General

The Contractor shall make arrangements for storing its equipment and materials. The Contractor shall make its own arrangements for any necessary off-site storage or shop areas necessary for the proper execution of the Work. Approved areas within Work site may be used for temporary storage; however, the Contractor shall be responsible for obtaining any necessary permits from the City. In any case, the Contractor's equipment and personal vehicles of the Contractor's employees shall not be parked on the traveled way or on any section where traffic is restricted at any time.

The Contractor shall deliver, handle, and store materials in accordance with the manufacturer's written recommendations and by methods and means that will prevent damage, deterioration, and loss including theft. Delivery schedules shall be controlled to minimize long-term storage of products at the Project site and overcrowding of construction spaces. In particular, the Contractor shall provide delivery and

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installation coordination to ensure minimum holding or storage times for materials recognized to be flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other sources of loss.

Storage shall be arranged to provide access for inspection. The Contractor shall periodically inspect to assure materials are undamaged and are maintained under required conditions.

All costs associated with the clean-up and storage required to complete the Project shall be the sole responsibility of the Contractor.

3-12.4.2 Storage in Public Streets

The first sentence of Section 3-12.4.2 shall not be incorporated and shall instead be replaced with the following:

Construction materials and equipment shall not be stored in streets, roads, or highways unless otherwise specified in the Special Provisions or approved by the City Engineer.

3-13 COMPLETION, ACCEPTANCE, AND WARRANTY

3-13.1 Completion.

The Contractor shall complete all Work under the Contract within Twenty-Five (25) Working Days from the Notice to Proceed.

3-13.2 Acceptance

The Project will not be considered complete and ready for City Council direction to staff regarding recordation of the Notice of Completion until all required Work is completed, the Work site is cleaned up in accordance with Section 3-12 of Part 1 of the Standard Specifications and the Special Provisions, and all of the following items have been received by the City Engineer:

1. A form of Notice of Completion, with all information required by the California Civil Code;

2. All written guarantees and warranties;

3. Evidence that the Performance Bond has been extended and will remain in effect for the period specified in Section 1-7.2 of the Standard Specifications, as modified by these General Provisions;

4. All “as-builts”;

5. Duplicate copies of all operating instructions and manufacturer’s operating catalogs and data, together with such field instructions as necessary to fully instruct City personnel in correct operation and maintenance procedures for all equipment installed listed under the electrical, air conditioning, heating, ventilating and other trades. This data and instructions shall be furnished for all equipment requiring periodic adjustments, maintenance or other operation procedures.

The Contractor shall allow at least seven (7) Working Days’ notice for final inspection. Such notice shall be submitted to the City Engineer in writing.

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3-13.3 Warranty

For the purposes of the calculation of the start of the warranty period, the Work shall be deemed to be completed upon the date of recordation of the Notice of Completion. If that direction is contingent on the completion of any items remaining on a punchlist, the Work shall be deemed to be completed upon the date of the City Engineer's acceptance of the final item(s) on that punchlist.

The Contractor shall repair or replace defective materials and workmanship as required in this Section 3-13.3 at its own expense. Additionally, the Contractor agrees to defend, indemnify, and hold the City harmless from claims of any kind arising from damage, injury or death due to such defects.

The parties agree that no certificate given shall be conclusive evidence of the faithful performance of the Contract, either in whole or in part, and that no payment shall be construed to be in acceptance of any defective Work or improper materials. Further, the certificate or final payment shall not terminate the Contractor's obligations under the warranty herein. The Contractor agrees that payment of the amount due under the Contract and the adjustments and payments due for any Work done in accordance with any alterations of the same, shall release the City, the City Council and its officers and employees from any and all claims or liability on account of Work performed under the Contract or any alteration thereof.

SECTION 4. CONTROL OF MATERIALS

4-1 GENERAL

The Contractor and all Subcontractors, suppliers, and vendors shall guarantee that the Work will meet all requirements of this Contract as to the quality of materials, equipment, and workmanship.

4-4 TESTING

Except as elsewhere specified, the City shall bear the cost of testing materials and workmanship that meet or exceed the requirements indicated in the Standard Specifications and the Special Provisions. The cost of all other tests, including the retesting of material or workmanship that fails to pass the first test, shall be borne by the Contractor.

4-6 TRADE NAMES

If the Contractor requests to substitute an equivalent item for a brand or trade name item, the burden of proof as to the comparative quality and suitability of alternative equipment or articles or materials shall be upon the Contractor, and the Contractor shall furnish, at its own expense, all information necessary or related thereto as required by the City Engineer. All requests for substitution shall be submitted, together with all documentation necessary for the City Engineer to determine equivalence, no later than five (5) Days after the award of Contract, unless a different deadline is listed in the Special Provisions.

SECTION 5. LEGAL RELATIONS AND RESPONSIBILITIES

5-3 LABOR

5-3.1 Public Work

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The Contractor acknowledges that the Project is a "public work" as defined in Labor Code Section 1720 *et seq.* ("Chapter 1"), and that the Project is subject to (a) Chapter 1, including without limitation Labor Code Section 1771 and (b) the rules and regulations established by the Director of Industrial Relations ("DIR") implementing such statutes. The Contractor shall perform all Work on the Project as a public work. The Contractor shall comply with and be bound by all the terms, rules and regulations described in (a) and (b) as though set forth in full herein.

5-3.2 Copies of Wage Rates

Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Project are on file at City Hall and will be made available to any interested party on request. By initiating any Work, the Contractor acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and the Contractor shall post such rates at each job site covered by these Contract Documents.

The Contractor shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The Contractor shall, as a penalty paid to the City, forfeit two hundred dollars ($200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any public work done pursuant to these Contract Documents by the Contractor or by any Subcontractor.

5-3.3 Payroll Records

The Contractor shall comply with and be bound by the provisions of Labor Code Section 1776, which requires the Contractor and each Subcontractor to (1) keep accurate payroll records and verify such records in writing under penalty of perjury, as specified in Section 1776, (2) certify and make such payroll records available for inspection as provided by Section 1776, and (3) inform the City of the location of the records. The Contractor has ten (10) days in which to comply subsequent to receipt of a written notice requesting these records, or as a penalty to the City, the Contractor shall forfeit one hundred dollars ($100) for each Day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due.

The Contractor and each Subcontractor shall comply with and be bound by the provisions of Labor Code Section 1771.4(a)(3), which requires that each Contractor and each Subcontractor shall furnish the records specified in Section 1776 directly to the Labor Commissioner at least monthly, in a format prescribed by the Labor Commissioner.

5-3.4 Hours of Labor

The Contractor acknowledges that eight (8) hours labor constitutes a legal day's work. The Contractor shall comply with and be bound by Labor Code Section 1810. The Contractor shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. The Contractor shall, as a penalty paid to the City, forfeit twenty-five dollars ($25) for each worker employed in the performance of the Project by the Contractor or by any Subcontractor for each calendar

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day during which such worker is required or permitted to work more than eight (8) hours in any one (1) calendar day and forty (40) hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code Section 1815, work performed by employees of the Contractor in excess of eight (8) hours per day, and forty (40) hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of eight (8) hours per day at not less than one and one-half (1-1/2) times the basic rate of pay.

5-3.5 Apprentices

The Contractor shall comply with and be bound by the provisions of Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Code of Regulations Title 8, Section 200 *et seq.* concerning the employment of apprentices on public works projects. The Contractor shall be responsible for compliance with these Sections for all apprenticeable occupations. Before commencing Work on the Project, the Contractor shall provide the City with a copy of the information submitted to any applicable apprenticeship program. Within sixty (60) Days after concluding Work, Contractor and each of its Subcontractors shall submit to the City a verified statement of the journeyman and apprentice hours performed under this Contract.

5-3.6 Debarment or Suspension

The Contractor shall not perform Work with any Subcontractor that has been debarred or suspended pursuant to California Labor Code Section 1777.1 or any other federal or State law providing for the debarment of contractors from public works. The Contractor and Subcontractors shall not be debarred or suspended throughout the duration of this Contract pursuant to Labor Code Section 1777.1 or any other federal or State law providing for the debarment of contractors from public works. If the Contractor or any Subcontractor becomes debarred or suspended during the duration of the Project, the Contractor shall immediately notify the City.

5-3.7 Registration with the DIR

In accordance with Labor Code Sections 1725.5 and 1771.1, no contractor or subcontractor shall be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, unless currently registered and qualified to perform public work pursuant to Section 1725.5.

5-3.8 Compliance Monitoring and Posting Job Sites

The Project is subject to compliance monitoring and enforcement by the DIR. The Contractor shall post job site notices, as prescribed by regulation.

5-3.9 Subcontractors

For every Subcontractor who will perform Work on the Project, the Contractor shall be responsible for such Subcontractor's compliance with Chapter 1 and Labor Code Sections 1860 and 3700, and the Contractor shall include in the written Contract between it and each Subcontractor a copy of the provisions in this Section 5-3 of the General Provisions and a requirement that each Subcontractor shall comply with those provisions. The Contractor shall be required to take all actions necessary to enforce

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such contractual provisions and ensure Subcontractor's compliance, including without limitation, conducting a periodic review of the certified payroll records of the Subcontractor and upon becoming aware of the failure of the Subcontractor to pay its workers the specified prevailing rate of wages. The Contractor shall diligently take corrective action to halt or rectify any failure.

5-3.10 Prevailing Wage Indemnity

To the maximum extent permitted by law, the Contractor shall indemnify, hold harmless and defend (at the Contractor's expense with counsel reasonably acceptable to the City) the City, its officials, officers, employees, agents and independent contractors serving in the role of City officials, and volunteers from and against any demand or claim for damages, compensation, fines, penalties or other amounts arising out of or incidental to any acts or omissions listed in Section 5-3 of the General Provisions by any Person (including the Contractor, its Subcontractors, and each of their officials, officers, employees and agents) in connection with any Work undertaken or in connection with the Contract Documents, including without limitation the payment of all consequential damages, attorneys' fees, and other related costs and expenses. All duties of the Contractor under this Section 5-3.10 shall survive expiration or termination of the Contract.

5-4 INSURANCE

5-4.1 General

The first paragraph of Section 5-4.1 of Part 1 of the Standard Specifications shall not be incorporated and shall instead be replaced with the following:

> The Contractor shall provide and maintain insurance naming the City, its elected and appointed officials, officers, employees, attorneys, agents, volunteers, and independent contractors in the role of City officials as insureds or additional insureds regardless of any inconsistent statement in the policy or any subsequent endorsement whether liability is attributable to the Contractor or the City. The insurance provisions shall not be construed to limit the Contractor's indemnity obligations contained in the Contract. The City shall not be liable for any accident, loss or damage to the Work prior to completion, except as otherwise specified in Section 6-5.

5-4.2 General Liability Insurance

The Contractor shall at all times during the term of the Contract carry, maintain, and keep in full force and effect the insurance referenced in Section 5-4 of Part 1 of the Standard Specifications, as modified below

5-4.2.1 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.

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5-4.2.2 Additional Insureds

The City, its elected and appointed officials, officers, employees, attorneys, agents, volunteers, and independent contractors in the role of City officials, shall be the insured or named as additional insureds covering the Work, regardless of any inconsistent statement in the policy or any subsequent endorsement, whether liability is attributable to the Contractor or the City.

5-4.2.3 No Limitation on Indemnity

The insurance provisions shall not be construed to limit the Contractor's indemnity obligations contained in these Contract Documents.

5-4.2.4 Replacement Insurance

The Contractor agrees that it will not cancel, reduce or otherwise modify the insurance coverage required by this Section 5-4 during the term of the Contract. The Contractor agrees that if it does not keep the required insurance in full force and effect, and such insurance is available at a reasonable cost, the City may take out the necessary insurance and pay the premium thereon, and the repayment thereof shall be deemed an obligation of the Contractor and the cost of such insurance may be deducted, at the option of the City, from payments due the Contractor. This shall be in addition to all other legal options available to the City to enforce the insurance requirements.

5-4.2.5 Certificates of Insurance with Original Endorsements

The Contractor shall submit to the City certificates of insurance with the original endorsements, both of which reference the same policy number, for each of the insurance policies that meet the insurance requirements, not less than one (1) day before beginning of performance under the Contract. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. Endorsements must be executed on forms titled approved by the City. The endorsements must specifically name the City of Banning and its elected and appointed officials, officers, employees, attorneys, agents, volunteers, and independent contractors in the role of City officials as insureds or additional insureds. Current insurance certificates and endorsements shall be kept on file with the City at all times during the term of this Contract. The City reserves the right to require complete, certified copies of all required insurance policies at any time.

5-4.2.6 Subcontractors

The Contractor shall require each of its Subcontractors that perform services under the Contract to maintain insurance coverage that meets all of the requirements of this Section 5-4.

5-4.2.7 Auto Liability

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

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performance of Services under this Agreement, Consultant shall obtain a non-owned auto endorsement to the Commercial General Liability policy.

5-4.2.8 Insurance Requirements not Limiting

If the Contractor maintains broader coverage and/or higher limits than the minimums required in this Section 5-4, the City requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City. No representation is made that the minimum insurance requirements of this Contract are sufficient to cover the obligations of the Contractor under this Contract.

5.7 SAFETY

5-7.8 Steel Plate Covers

5-7.8.1 General

The Contractor shall cover all openings, trenches and excavations at the end of each Work Day with steel plate covers.

Section 5-8 is hereby added to Section 5 of Part 1 of the Standard Specifications, as follows:

5-8 INDEMNIFICATION

The following indemnity provisions shall supersede the indemnity in Section 5-4.1 of the Standard Specifications.

5-8.1 Contractor's Duty

To the fullest extent permitted by law, the Contractor shall, at its sole cost and expense, defend, hold harmless and indemnify the City and its elected officials, officers, attorneys, agents, employees, 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, stop payment notices, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith and the payment of all consequential damages (collectively "Liabilities"), in law or 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 the Contractor, its officers, agents, servants, employees, Subcontractors, materialmen, contractors or their officers, agents, servants or employees (or any entity or individual for whom the Contractor bears legal liability) in the performance of the Contract, 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. The Contractor 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

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defense. The Contractor shall reimburse the Indemnitees for any and all legal expenses and costs incurred by Indemnitees in connection therewith. The City shall not be liable for any accident, loss, or damage to the Work prior to completion, except as otherwise specified in Section 6-5.

5-8.1.1 Taxes and Workers' Compensation

The Contractor shall pay all required taxes on amounts paid to the Contractor under the Contract, and indemnify and hold the City harmless from any and all taxes, assessments, penalties, and interest asserted against the City by reason of the independent contractor relationship created by the Contract. The Contractor shall fully comply with the Workers' Compensation law regarding the Contractor and the Contractor's employees. The Contractor shall indemnify and hold the City harmless from any failure of the Contractor to comply with applicable Workers' Compensation laws. The City may offset against the amount of any fees due to the Contractor under the Contract any amount due to the City from the Contractor as a result of the Contractor's failure to promptly pay to the City any reimbursement or indemnification arising under this Subsection 5-8.1.1.

5-8.1.2 Subcontractor Indemnity Agreements

The Contractor shall obtain executed indemnity agreements with provisions identical to those in this Section 5-8 from each and every Subcontractor or any other person or entity involved by, for, with or on behalf of the Contractor in the performance of the Contract. If the Contractor fails to obtain such indemnity obligations, the Contractor 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 the Contractor's Subcontractor, its officers, agents, servants, employees, subcontractors, materialmen, contractors, or their officers, agents, servants, or employees (or any entity or individual for whom the Contractor's Subcontractor bears legal liability) in the performance of the Contract, including the Indemnitees' active or passive negligence, except for Liabilities arising from the sole negligence or willful misconduct of the Indemnitees, as determined by final court decision or by the agreement of the parties.

5-8.2 Workers' Compensation Acts not Limiting

The Contractor's indemnifications and obligations under this Section 5-8, or any other provision of the Contract, shall not be limited by the provisions of any Workers' Compensation act or similar act. The Contractor expressly waives its statutory immunity under such statutes or laws as to the City, its officers, agents, employees, and volunteers.

5-8.3 Insurance Requirements not Limiting

The City does not, and shall not, waive any rights that it may possess against the Contractor because of the acceptance by the City, or the deposit with the City, of any insurance policy or certificate required pursuant to the Contract. The indemnities in this Section 5-8 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 the City.

5-8.4 Civil Code Exception

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Nothing in this Section 5-8 shall be construed to encompass Indemnitees' sole negligence or willful misconduct to the limited extent that the underlying Contract is subject to Civil Code Section 2782(a) or the City's active negligence to the limited extent that the underlying Contract Documents are subject to Civil Code Section 2782(b), provided such sole negligence, willful misconduct or active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction.

5-8.5 Nonwaiver of Rights

Indemnitees do not and shall not waive any rights that they may possess against the Contractor because the acceptance by the City, or the deposit with the City, of any insurance policy or certificate required pursuant to these Contract Documents. This indemnity provision is effective regardless of any prior, concurrent, or subsequent active or passive negligence by Indemnitees and shall operate to fully indemnify Indemnitees against any such negligence.

5-8.6 Waiver of Right of Subrogation

The Contractor, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees, while acting within the scope of their duties, from all Claims arising out of or incident to the activities or operations performed by or on behalf of the Contractor regardless of any prior, concurrent or subsequent active or passive negligence by Indemnitees.

5-8.7 Survival of Terms

The Contractor's indemnifications and obligations under this Section 5-8 shall survive the expiration or termination of the Contract, are intended to be as broad and inclusive as is permitted by the law of the State, and are in addition to any other rights or remedies that Indemnitees may have under the law. Payment is not required as a condition precedent to an Indemnitee's right to recover under this indemnity provision, and an entry of judgment against the Contractor shall be conclusive in favor of the Indemnitee's right to recover under this indemnity provision.

SECTION 6. PROSECUTION AND PROGRESS OF THE WORK

6-1 CONSTRUCTION SCHEDULE AND COMMENCEMENT OF THE WORK

6-1.1 Construction Schedule

One (1) week before the scheduled pre-construction meeting, the Contractor must submit to the City Engineer for review and approval the construction schedule required by the first paragraph of Section 6-1.1. The Contractor shall make revisions as required by the City Engineer. The schedule must account for all subcontract work, as well as the work of the Contractor, submittals, coordination with the other contractors performing concurrent work and the Traffic Control Plan. The Contractor shall update this Construction Schedule when directed by the City Engineer, or when:

a. A Change Order significantly affects the Contract completion date or the sequence of construction approach or activities; or

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b. The actual sequence of the Work, or the planned sequence of the Work, is changed and does not conform to the Contractor's current accepted Project construction schedule.

The Contractor shall submit an updated construction schedule with its monthly invoice every month. Progress payments shall be contingent upon the receipt of monthly updated construction schedules.

6-1.1.1 Pre-Construction Conference

Approximately One (1) week before the commencement of Work at the site, a pre-construction conference will be held at the City and shall be attended by the Contractor's Project manager, its on-site field superintendent, and any Subcontractors that the Contractor deems appropriate. Attendance by the Contractor and any Subcontractors designated is mandatory.

Contractor shall submit its twenty-four (24) hour emergency telephone numbers to the City Engineer for approval a minimum of One (1) week before the pre-construction conference. Unless previously submitted to the City Engineer, the Contractor shall bring to the pre-construction conference copies of each of the following:

1) Construction Schedule.

2) Procurement schedule of major equipment and materials and items requiring long lead time.

3) Shop drawing/sample submittal schedule.

4) Preliminary schedule of values (lump sum price breakdown) for progress payment purposes.

5) Written designation of the on-site field superintendent and the Project manager. Both daytime and emergency telephone numbers shall be included in the written designation.

The purpose of the conference is to designate responsible personnel and establish a working relationship. The parties will discuss matters requiring coordination and establish procedures for handling such matters. The complete agenda will be furnished to the Contractor before the meeting date. The Contractor shall be prepared to discuss all of the items listed below.

1) The Contractor's construction schedule.

2) Notification of local residents before starting any Work and keeping them informed throughout the Project.

3) Procedures for transmittal, review, and distribution of the Contractor's submittals.

4) Processing applications for payment.

5) Maintaining record documents.

6) Critical Work sequencing.

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7) Maintaining sewage service during construction, including proposed by-passes.

8) NPDES requirements, if any.

9) Field decisions and Change Orders.

10) Use of Project site, office and storage areas, security, housekeeping, and the City's needs.

11) Major equipment deliveries and priorities.

12) Traffic control.

13) Any other item that the City representative states is relevant to the meeting.

6-1.1.2 Weekly Progress Meetings

Progress meetings will be held each week during the course of the Project. The meeting location, day of the week and time of day will be mutually agreed to by the City and the Contractor. The Contractor shall provide a two (2) week "look ahead" schedule for each meeting. The construction manager will preside at these meetings and will prepare the meeting agenda, meeting minutes and will distribute minutes to all persons in attendance. As the Work progresses, if it is determined by agreement of the attendees, that weekly meetings are not necessary, the weekly progress meetings may be changed to bi-weekly progress meetings.

6-1.2 Commencement of the Work

The Contractor shall not begin any construction activity at the site before the issuance of the Notice to Proceed. Any Work that is done by the Contractor in advance of the Notice to Proceed shall be considered as being done at the Contractor's own risk and responsibility, and as a consequence will be subject to rejection.

Section 6-1.3 is hereby added to Section 6 of Part 1 of the Standard Specifications, as follows:

6-1.3 Working Days And Hours

The Contractor shall do all Work between the hours of 7:00 a.m. to 5:00 p.m., Monday through Friday. No Work will be allowed on Saturday or Sunday or City holidays, which are as follows: New Year's Day, Martin Luther King Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Day After Thanksgiving, Christmas Eve Day, Christmas Day, and New Year's Eve. In addition, no Work will be allowed on any special election Day that may be declared. Should a special election be declared, a time extension of one (1) Working Day will be granted for each such Day.

A permit may have other hours or Days for the Contractor to do the Work, and those hours and Days shall supersede any hours and Days written in this Section.

Whenever the Contractor is permitted or directed to perform night Work or to vary the period during which Work is performed during the Working Day, the Contractor shall give twenty-four (24) hours' notice to the City Engineer so that inspection may be provided. A charge may be made to the Contractor for approved overtime or weekend inspections requested by the Contractor.

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6-4 DELAYS AND EXTENSIONS OF TIME

6-4.1 General.

Unless otherwise agreed in writing, an adjustment to the Contract time by reason of a Change Order shall be agreed to at the time the Change Order is issued and accepted by Contractor. If the Change Order does not reserve the right of the parties, or either of them, to seek an adjustment to the Contract time, then the parties forever relinquish and waive such right and there shall be no further adjustments to the Contract time.

No extension of time will be granted for any event, including pandemics, leading to the issuance of a "stay at home" or similar kind of order by any local, State, or federal governmental authority, if the Work has been deemed, either by emergency order or proclamation, or operation of law, to be an essential service that is exempt from such stay at home or similar order.

6-4.2 Extensions of Time

In the event it is deemed appropriate by the City to extend the time for completion of the Work, any such extension shall not release any guarantee for the Work required by the Contract Documents, nor shall any such extension of time relieve or release the Sureties on the Bonds executed. In executing such Bonds, the Sureties shall be deemed to have expressly agreed to any such extensions of time. The amount of time allowed by an extension of time shall be limited to the period of the delay giving rise to the same as determined by the City. Notwithstanding any dispute which may arise in connection with a claim for adjustment of the Contract time, the Contractor shall promptly proceed with the Work.

6-4.3 Payment for Delays

Notwithstanding any other terms and conditions of the Contract Documents, the City shall have no obligation whatsoever to increase the Contract Price or extend the time for delays.

Unless compensation and/or markup is agreed upon by the City, the Contractor agrees that no payment of compensation of any kind shall be made to the Contractor for damages or increased overhead costs caused by any delays in the progress of the Contract, whether such delays are avoidable or unavoidable or caused by any act or omission of the City or its agents. Any accepted delay claim shall be fully compensated for by an extension of time to complete the performance of the Work.

This Section shall not apply to compensable delays caused solely by the City. If a compensable delay is caused solely by the City, the Contractor shall be entitled to a Change Order that: (1) extends the time for completion of the Contract by the amount of delay caused by the City; and (2) provides equitable adjustment, as determined by the City, to the Contractor.

6-8 TERMINATION OF THE CONTRACT FOR CONVENIENCE

The following sentence is added to Section 6-8:

In no event (including termination for impossibility or impracticability, due to conditions or events beyond the control of the City, for any other reason or for no reason) shall the total amount of money to

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Contractor exceed the amount which would have been paid to Contractor for the full performance of the services described in the Contract.

6-9 LIQUIDATED DAMAGES

Section 6-9 of Part 1 of the Standard Specifications shall not be incorporated and shall instead be replaced with the following:

Failure of the Contractor to complete the Work within the time allowed will result in damages being sustained by the City. Such damages are, and will continue to be, impractical and extremely difficult to determine. For each consecutive calendar day in excess of the time specified for completion of the Work, as adjusted in accordance with 6-4, the Contractor shall pay to the City, or have withheld from moneys due the Contractor, the sum of $750.00.

Execution of the Contract shall constitute agreement by the City and the Contractor that $750.00 per Day is the minimum value of the costs and actual damage caused by the failure of the Contractor to complete the Work within the allotted time. Such sum is liquidated damages and shall not be construed as a penalty, and may be deducted from payments due the Contractor if such delay occurs.

For the purposes of the calculation of the start of the liquidated damages, the Work shall be deemed to be completed when the same has been completed in accordance with the Plans and Specifications therefor and to the satisfaction of the City Engineer, and the City Engineer has certified such completion in accordance with Section 3-13.1 of Part 1 of the Standard Specifications.

SECTION 7. MEASUREMENT AND PAYMENT

7.3 PAYMENT

7.3.1 General

The unit and lump sum prices to be paid shall constitute full compensation for all labor, equipment, materials, tools and incidentals required to complete the Project as outlined in these Contract Documents and as directed by the City Engineer. In accordance with Public Contract Code Section 7107, if no claims have been filed and are still pending, the amount deducted from the final estimate and retained by the City will be paid to the Contractor except such amounts as are required by law to be withheld by properly executed and filed notices to stop payment, or as may be withheld for any other lawful purposes.

7-3.2 Partial and Final Payment

7-3.2.1 Monthly Closure Date and Invoice Date

For purposes of Section 7-3.2, the monthly closure date shall be the last Day of each month. A measurement of Work performed and a progress estimate of the value thereof based on the Contract and of the monthly payment shall be prepared by the Contractor and submitted to the City Engineer before the tenth (10th) Day of the following month for verification and payment consideration.

7-3.2.2 Payments

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The City shall make payments within thirty (30) Days after receipt of the Contractor's undisputed and properly submitted payment request, including an updated construction schedule pursuant to Section 6-1.1 of the General Provisions. The City shall return to the Contractor any payment request determined not to be a proper payment request as soon as practicable, but not later than seven (7) Days after receipt, and shall explain in writing the reasons why the payment request is not proper.

7-3.2.3 Retention

The City shall withhold not less than five percent (5%) from each progress payment. However, at any time after fifty percent (50%) of the Work has been completed, if the City Council finds that satisfactory progress is being made, it may, at its discretion, make any of the remaining progress payments in full for actual Work completed. The City shall withhold not less than five percent (5%) of the Contract Price from the Final Payment Amount (defined in Section 7-3.2.4) until at least thirty-five (35) days after recordation of the Notice of Completion, or recordation of a notice of acceptance or cessation, but not later than the period permitted by Public Contract Code Section 7107.

7-3.2.4 Final Invoice and Payment

Whenever the Contractor shall have completely performed the Contract in the opinion of the City Engineer, the City Engineer shall notify the City Clerk that the Contract has been completed in its entirety. The Contractor shall then submit to the City Engineer a written statement of the final quantities of Contract items for inclusion in the final invoice. Upon receipt of such statement, the City Engineer shall check the quantities included therein and shall authorize a payment amount, which in the City Engineer's opinion shall be just and fair, covering the value of the total amount of Work done by the Contractor, less all previous payments and all amounts to be retained under the provisions of the Contract Documents ("Final Payment Amount"). The City Engineer shall then request that the City accept the Work and that the City Clerk be authorized to file, on behalf of the City in the office of the County Recorder, a Notice of Completion of the Work herein agreed to be done by the Contractor. In addition, the final payment will not be released until the Contractor returns the control set of Plans and Specifications showing the redlined as-built conditions.

7-3.2.5 Substitute Security

In accordance with Public Contract Code Section 22300, the Contractor may request that it be permitted to substitute securities in lieu of having retention withheld by the City from progress payments when such payments become due or, in the alternative, the Contractor may request that the City make payments of earned retentions directly to an agreed upon designated escrow agent at the Contractor's expense. If the Contractor selects either one of these alternatives, the following shall control.

7.3.2.5.1 Substitution of Securities for Performance Retention

At some reasonable time before any progress payment would otherwise be due and payable to the Contractor in the performance of Work under these Contract Documents, the Contractor may submit a request to the City in writing to permit the substitution of retentions with securities equivalent to the amount estimated by the City ("estimated amount of retention") to be withheld. The Contractor shall deposit such securities with the City or may, in the alternative, deposit such securities in escrow with a

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State or federally chartered bank in California, as the escrow agent, at the Contractor's expense. Such securities will be the equivalent or greater in value of the estimated amount of retention. If the Contract is modified by written Modifications or Change Orders or the Contractor otherwise becomes entitled to receive an amount more than the Contract Price at the time the securities are deposited, the Contractor shall, at the request of the City, deposit with the City or escrow agent, whichever is applicable, additional securities within a reasonable time so that the amount of securities on deposit with the City or escrow agent is equivalent or greater in value than the amount of retention the City would otherwise be entitled to withhold from progress payments due or to become due to the Contractor as the Work progresses. The City shall withhold any retention amount that exceeds the security amount until the additional securities are deposited and, if the deposit is with an escrow agent, the City has confirmation from that escrow agent of the new total value of securities. Upon satisfactory completion of the Contract, which shall mean, among other things, that the City is not otherwise entitled to retain proceeds from progress payments as elsewhere provided in the Contract or under applicable law, the securities shall be returned to the Contractor. The City shall, within its sole discretion, determine whether the amount of the securities on deposit with the City or escrow agent is equal to or greater than the amount of estimated retention of progress payments that could otherwise be held by the City if the Contractor had not elected to substitute same with securities.

7-3.2.5.2 Deposit of Retention Proceeds with an Escrow Agent

As an alternative to the substitution of securities, as provided above, or the City otherwise retaining and holding retention proceeds from progress payments, the Contractor may request the City to make payments of retentions earned directly to an escrow agent with the same qualifications as required in Section 7-3.2.5.1 above and at the expense of the Contractor. At its sole expense, the Contractor may direct the investment of such retention payments into only such securities as mentioned in Section 7-3.2.5.4 below and shall be entitled to interest earned on such investments on the same terms provided for securities deposited by the Contractor. Upon satisfactory completion of the Contract, which shall mean when the City would not otherwise be entitled to withhold retention proceeds from progress payments had the Contractor not elected to have such proceeds deposited into escrow, the Contractor shall be allowed to receive from the escrow agent all securities, interest and payments deposited into escrow pursuant to the terms of this Section. The Contractor shall pay to each Subcontractor, not later than ten (10) Days of receipt of payment, the respective amount of interest earned, net of costs attributed to retention withheld from each Subcontractor, on the amount withheld to ensure performance of the Contractor.

7-3.2.5.3 Subcontractor Entitlement to Interest

If the Contractor elects to receive interest on any moneys withheld in retention by the City, then the Subcontractor shall receive the identical rate of interest received by the Contractor on any retention moneys withheld from the Subcontractor by the Contractor, less any actual pro rata costs associated with administering and calculating that interest. In the event that the interest rate is a fluctuating rate, the rate for the Subcontractor shall be determined by calculating the interest rate paid during the time that retentions were withheld from the Subcontractor. If the Contractor elects to substitute securities in lieu of retention, then, by mutual consent of the Contractor and the Subcontractor, the Subcontractor may substitute securities in exchange for the release of moneys held in retention by the Contractor. The

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Contractor shall pay each Subcontractor, not later than ten (10) Days after receipt of escrow moneys, the amount owed to each Subcontractor from the moneys plus the respective amount of interest earned, net of costs attributed to the retention held from each Subcontractor, on the amount of retention withheld to ensure performance of the Subcontractor.

7-3.2.5.4 Securities Eligible for Investment

Securities eligible for investment shall include those listed in Government Code Section 16430, bank or savings and loan certificates of deposit, interest-bearing demand deposit accounts, standby letters of credit, or any other security mutually agreed upon between the Contractor and the City. The Contractor shall be the beneficial owner of any securities substituted for any monies withheld and shall receive any interest thereon.

7-3.2.5.5 Escrow Agreement for Security Deposits in Lieu of Retention

The escrow agreement that shall be used for the deposit of securities in lieu of retention shall substantially conform to the form prescribed in Public Contract Code Section 22300(f).

7-3.2.5.6 Inconsistencies with Prevailing Statutory Requirements

If there is any inconsistency between or differences in Public Contract Code Section 22300 and the terms of this provision, or any future amendments thereto, Section 22300 shall control.

Section 7-3.9 is hereby added to Section 7-3 of Part 1 of the Standard Specifications, as follows:

7-3.9 Audit

The City or its representative shall have the option of inspecting and/or auditing all records and other written materials used by the Contractor in preparing its billings to the City as a condition precedent to any payment to the Contractor or in response to a construction claim or a Public Records Act (Government Code Section 6250 *et seq.*) request. The Contractor will promptly furnish documents requested by the City at no cost. Additionally, the Contractor shall be subject to State Auditor examination and audit at the request of the City or as part of any audit of the City, for a period of three (3) years after final payment under the Contract. The Contractor shall include a copy of this Section 7-3.9 in all contracts with its Subcontractors, and the Contractor shall be responsible for immediately obtaining those records or other written material from its Subcontractors upon a request by the State Auditor or the City. If the Project includes other auditing requirements, those additional requirements will be listed in the Special Provisions.

SECTION 8 FACILITIES FOR AGENCY PERSONNEL

8-1 GENERAL

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No field offices for City personnel shall be required; however, City personnel shall have the right to enter upon the Project at all times and shall be admitted to the offices of the Contractor to use the telephone, desk and sanitary facilities provided by the Contractor for its own personnel.

Section 9 is hereby added to Part 1 of the Standard Specifications, as follows:

SECTION 9. ADDITIONAL TERMS

9-1 NONDISCRIMINATORY EMPLOYMENT

The Contractor shall not unlawfully discriminate against any individual based on race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation or military and veteran status. The Contractor understands and agrees that it is bound by and will comply with the nondiscrimination mandates of all statutes and local ordinances and regulations.

9-3 CONTRACTOR'S RESPONSIBILITY FOR WORK

Until the final acceptance of the Work by the City Council in accordance with Section 3-13.2 of the General Provisions, the Contractor shall have the charge and care thereof and shall bear the risk of injury or damage to any part of the Work by the action of the elements, criminal acts, or any other cause. The Contractor shall rebuild, repair, restore and make good all injuries or damages to any portion of the Work occasioned by any cause before its completion and acceptance and shall bear the expense thereof, except for such injuries or damages arising from the sole negligence or willful misconduct of the City, its officers, agents or employees. In the case of suspension of Work from any cause whatever, the Contractor shall be responsible for all materials and the protection of Work already completed, shall properly store and protect them if necessary, and shall provide suitable drainage and erect temporary structures where necessary.

9-4 PROCEDURE IN CASE OF DAMAGE TO PUBLIC PROPERTY

Any portions of curb, gutter, sidewalk or any other City improvement damaged by the Contractor during the course of construction shall be replaced by the Contractor at its own cost. The cost of additional replacement of curb, gutter or sidewalk in excess of the estimated quantities shown in the Bid form and Specifications, and found necessary during the process of construction (but not due to damage resulting from carelessness on the part of the Contractor during its operation), shall be paid to the Contractor at the unit prices submitted in the Contractor's Bid.

9-5 REMOVAL OF INTERFERING OBSTRUCTIONS

The Contractor shall remove and dispose of all debris, abandoned structures, tree roots and obstructions of any character encountered during the process of excavation. It is understood that the cost of any such removals are made a part of the unit price bid by the Contractor under the item for excavation or removal of existing Work.

9-6 SOILS ENGINEERING AND TESTING

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A certified materials testing firm may be retained by the City to perform materials tests during the Contractor's entire operation to ascertain compliance with the Contract requirements. The City shall be responsible for the first series of tests. If the initial tests do not meet the Contract requirements, the Contractor shall bear the cost of all subsequent tests.

If the City requires other tests or more specific requirements for testing regarding this Project, those details will be included in the Special Provisions.

9-7 ACCESS TO PRIVATE PROPERTY

Unless otherwise stated in the Special Provisions, the Contractor shall be responsible for all fees and costs associated with securing permission to access private property for any portion of the Project.

9-9 CLAIM DISPUTE RESOLUTION

In the event of any dispute or controversy with the City over any matter whatsoever, the Contractor shall not cause any delay or cessation in or of Work, but shall proceed with the performance of the Work in dispute. The Contractor shall retain any and all rights provided that pertain to the resolution of disputes and protests between the parties. The Disputed Work will be categorized as an "unresolved dispute" and payment, if any, shall be as later determined by mutual agreement or a court of law. The Contractor shall keep accurate, detailed records of all Disputed Work, claims and other disputed matters.

All claims arising out of or related to the Contract Documents or this Project, and the consideration and payment of such claims, are subject to Public Contract Code Section 9204 and Public Contract Code Section 20104 *et seq.* (Article 1.5), where applicable. This Contract hereby incorporates those provisions as though fully set forth herein. For purposes of this Section, "claim" means a separate demand by the Contractor sent by registered mail or certified mail with return receipt requested, for (i) a time extension, including, without limitation, for relief from damages or penalties for delay assessed by the City, (ii) payment by the City of money or damages arising from work done by, or on behalf of, the Contractor pursuant to the Contract Documents, payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled, or (iii) payment of an amount that is disputed by the City. The Contractor or any subcontractor must file a claim in accordance with Section 9204 and Article 1.5 (if applicable), and must then adhere to Section 9204 and Article 1.5 (as applicable).

In addition to compliance with Public Contract Code Section 9204 and Article 1.5, filing a claim in accordance with the Government Claims Act (Government Code Section 810 *et seq.*) is a prerequisite to filing any lawsuit against the City relating to this Contract.

9-10 THIRD PARTY CLAIMS

The City shall have full authority to compromise or otherwise settle any claim relating to the Project at any time. The City shall timely notify the Contractor of the receipt of any third-party claim relating to the Project. The City shall be entitled to recover its reasonable costs incurred in providing this notice.

9-11 COMPLIANCE WITH LAWS

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The Contractor shall comply with all applicable federal, State and local laws, ordinances, codes and regulations in force at the time the Contractor performs pursuant to the Contract Documents.

9-12 REQUIREMENT TO MITIGATE THE SPREAD OF COVID-19

The Contractor and all Subcontractors for the Work shall comply with all applicable Federal, State, Los Angeles County, and City statutes, regulations, orders, and ordinances regarding COVID-19 Infection Prevention. This requirement specifically includes, without limitation, compliance with the "Safety and Health Guidance COVID-19 Infection Prevention in Construction" issued by the California Department of Industrial Relations, Division of Occupational Safety and Health and Safety on October 27, 2020, and as may be amended from time to time by the Department.

Prior to the pre-construction meeting, the Contractor shall submit to the City a "COVID-19 Mitigation Program" implementing these requirements and shall post the COVID-19 Mitigation Program on the Project site in a manner designated by the City's Project Manager. The failure of employees or workers of the Contractor and all Subcontractors on the Work to comply with these requirements shall be a default per Section 6-7.1, and may also result in a suspension of the Work pursuant to Section 6-6. Contractor acknowledges that, in the event that the Engineer suspends the Work as a result of such failure by the Contractor or one of its Subcontractors to comply with these requirements, the City is not responsible for the delay, and that pursuant to Section 6-6.1 the Contractor is not entitled to compensation. The Contractor shall also pay to the City the costs and expenses incurred by the City resulting from the failure of employees of the Contractor and all Subcontractors on the Work to comply with these requirements including, but not limited to, the salaries and benefits for City employees who are unable to work due to exposure to COVID-19 as a result of such failure, and workers' compensation benefits and expenses. Delays in the Work resulting from the Contractor's or its Subcontractor's failure to comply with these regulations shall not be considered an unforeseen event entitling the Contractor to an extension of time or payment for delay pursuant to Section 6-4 of the Standard Specifications.

9-13 CONTRACTOR'S REPRESENTATIONS

By signing the Contract, the Contractor represents, covenants, agrees, and declares under penalty of perjury under the laws of the State of California that: (a) the Contractor is licensed, qualified, and capable of furnishing the labor, materials, and expertise necessary to perform the services in accordance with the terms and conditions set forth in the Contract Documents; (b) there are no obligations, commitments, or impediments of any kind that will limit or prevent its full performance under the Contract Documents; (c) there is no litigation pending against the Contractor that could adversely affect its performance of the Contract, and the Contractor is not the subject of any criminal investigation or proceeding; and (d) to the Contractor's actual knowledge, neither the Contractor nor its personnel have been convicted of a felony.

9-14 CONFLICTS OF INTEREST

The Contractor agrees not to accept any employment or representation during the term of the Contract or within twelve (12) months after acceptance as defined in Section 3-13.2 of the General Provisions that is or may likely make the Contractor "financially interested," as provided in Government Code Sections 1090 and 87100, in any decisions made by the City on any matter in connection with which the Contractor has been retained pursuant to the Contract Documents.

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9-15 APPLICABLE LAW

The validity, interpretation, and performance of these Contract Documents shall be controlled by and construed under the laws of the State of California, excluding California's choice of law rules. Venue for any such action relating to the Contract shall be in Superior Court with geographic jurisdiction over the City.

9-16 TIME

Time is of the essence in these Contract Documents.

9-17 INDEPENDENT CONTRACTOR

The Contractor and Subcontractors shall at all times remain, as to the City, wholly independent contractors. Neither the City nor any of its officials, officers, employees or agents shall have control over the conduct of the Contractor, Subcontractors, or any of their officers, employees, or agents, except as herein set forth, and the Contractor and Subcontractors are free to dispose of all portions of their time and activities that they are not obligated to devote to the City in such a manner and to such Persons that the Contractor or Subcontractors wish except as expressly provided in these Contract Documents. The Contractor and Subcontractors shall have no power to incur any debt, obligation, or liability on behalf of the City, bind the City in any manner, or otherwise act on behalf of the City as agents. The Contractor and Subcontractors shall not, at any time or in any manner, represent that they or any of their agents, servants or employees, are in any manner agents, servants or employees of the City. The Contractor and Subcontractors agree to pay all required taxes on amounts paid to them under the Contract, and to indemnify and hold the City harmless from any and all taxes, assessments, penalties, and interest asserted against the City by reason of the independent contractor relationship created by the Contract Documents. The Contractor shall include this provision in all contracts with all Subcontractors.

9-18 CONSTRUCTION

In the event of any asserted ambiguity in, or dispute regarding the interpretation of any matter herein, the interpretation of these Contract Documents shall not be resolved by any rules of interpretation providing for interpretation against the party who causes the uncertainty to exist or against the party who drafted the Contract Documents or who drafted that portion of the Contract Documents.

9-19 NON-WAIVER OF TERMS, RIGHTS AND REMEDIES

Waiver by either party of any one (1) or more of the conditions of performance under these Contract Documents shall not be a waiver of any other condition of performance under these Contract Documents. In no event shall the making by the City of any payment to the Contractor constitute or be construed as a waiver by the City of any breach of covenant, or any default that may then exist on the part of the Contractor, and the making of any such payment by the City shall in no way impair or prejudice any right or remedy available to the City with regard to such breach or default.

9-20 TERM

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The Contract is effective as of the Effective Date listed, and shall remain in full force and effect until the Contractor has fully rendered the services required by the Contract Documents or the Contract has been otherwise terminated by the City. However, some provisions may survive the term listed within this Section, as stated in those provisions.

9-21 NOTICE

Except as otherwise required by law, any notice or other communication authorized or required by these Contract Documents shall be in writing and shall be deemed received on (a) the day of delivery if delivered by hand or overnight courier service during the City's regular business hours or (b) on the third (3rd) business day following deposit in the United States mail, postage prepaid, to the addresses listed on the Contractor's Bid and City Hall, or at such other address as one party may notify the other.

9-22 SEVERABILITY

If any term or portion of these Contract Documents is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of these Contract Documents shall continue in full force and effect.

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SPECIAL PROVISIONS

The Sections that follow supplement, but do not replace, the corresponding provisions in Part 3 (Construction Methods) and 4 (Existing Improvements) of the Standard Specifications, except as otherwise indicated herein. In the event of any conflict between the Standard Specifications and these Special Provisions, these Special Provisions shall control.

SECTION 306 - OPEN TRENCH CONDUIT CONSTRUCTION

306-3.1 GENERAL

Pursuant to Public Contract Code Section 7104, if the project involves trenching more than four (4) feet deep, the Contractor shall promptly and before the following conditions are disturbed notify the City in writing of any:

a. Material that the Contractor believes may be material that is hazardous waste, as defined in California Health and Safety Code Section 25117, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law; and/or

b. Subsurface or latent physical conditions at the site differing from those indicated; and/or

c. Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract.

The City shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the Work shall issue a change order under the procedures described in the Contract. In the event that a dispute arises between the City and the Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the Work, the Contractor shall not be excused from any scheduled completion date provided for by the Contract, but shall proceed with all work to be performed under the Contract. The Contractor shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the parties.

As required by Labor Code Section 6705 and in addition thereto, whenever work under the Contract that involves an estimated expenditure in excess of twenty-five thousand dollars ($25,000) for the excavation of any trench or trenches five (5) feet or more in depth, the Contractor shall submit for acceptance by the City in advance of excavation, a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If such plan varies from the shoring system standards established by the Construction Safety Orders of the Division of Industrial Safety, the plan shall be prepared by a registered civil or structural engineer employed by the Contractor, and all costs therefor shall be included in the price of the Contract. Nothing in this provision shall be deemed to allow the use of a shoring, sloping, or other protective system less effective than that required by the Construction Safety Orders. Nothing in this

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provision shall be construed to impose tort liability on the City or on any City officer, agent, Contractor, representative, or employee. All plans, processing and shoring costs are the Contractor's responsibility and must be included in the Contractor's bid.

SECTION 400 - PROTECTION AND RESTORATION

400-1 GENERAL

All costs to the Contractor for protecting, removing, restoring, relocating, repairing, replacing, or reestablishing existing improvements shall be included in the Bid.

SECTION 402 - UTILITIES

402-1 LOCATION

Except as shown in the Plans or specified in the Special Provisions, the location and existence of underground utilities or substructures has not been obtained. Subject to Government Code Section 4215, the methods used and costs involved to locate existing elements, points of connection and all construction methods are the Contractor's sole responsibility. Accuracy of information furnished, as to existing conditions, is not guaranteed by the City. The Contractor, at its sole expense, must make all investigations necessary to determine locations of existing elements, which may include contacting Underground Service Alert and other private underground locating firm(s), utilizing specialized locating equipment, hand trenching, or both. For every Dig Alert Identification Number issued by Underground Service Alert during the course of the Project, the Contractor must submit to the City the following form. The Contractor shall be responsible for preserving the integrity of the existing underground utilities at the site.

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UNDERGROUND SERVICE ALERT IDENTIFICATION NUMBER FORM

No excavation will be permitted until this form is completed and returned to the City.

Government Code Section 4216 *et seq*. requires a Dig Alert Identification Number to be issued before a permit to excavate will be valid.

To obtain a Dig Alert Identification Number, call Underground Service Alert at **811** a minimum of three (3) Working Days before scheduled excavation. For best response, provide as much notice as possible up to ten (10) Working Days.

Dig Alert Identification Number: _____

Dated: _____ _____

("CONTRACTOR")

By: _____

Printed Name: _____

Title: _____

By: _____

Printed Name: _____

Title: _____

Note: This form is required for every Dig Alert Identification Number issued by Underground Service during the course of the Work. Additional forms may be obtained from the City upon request.

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402-1.3 Entry by Utility Owners

The right is reserved to the owners of public Utilities or franchises to enter the Project site for the purpose of making repairs or changes in their property that may be necessary as a result of the Work as well as any other reason authorized by the City. When the Contract Documents provide for the Utility owners to alter, relocate or reconstruct a Utility, or when the Contract Documents are silent in this regard and it is determined by the City Engineer that the Utility owners must alter, relocate or reconstruct a Utility, the Contractor shall schedule and allow adequate time for those alterations, relocations or reconstructions by the respective Utility owners. City employees and agents shall likewise have the right to enter upon the Project site at any time and for any reason or no reason at all.

402-2 PROTECTION

If Contractor damages or breaks the Utilities, it will be the Contractor's responsibility to repair the Utility at no cost to the Utility or the City.

402-3 REMOVAL

Facilities encountered during the prosecution of the Work that are determined to be abandoned shall be removed by the Contractor as required for the Work, unless directed otherwise by the City Engineer. The remaining portion of the existing Utility which is left in place shall be accurately recorded, in elevation and plan, on the control set of Contract Drawings.

402-4 RELOCATION

The Contractor shall cooperate fully with all Utility forces of the City or forces of other public or private agencies engaged in the relocation, altering, or otherwise rearranging of any facilities that interfere with the progress of the Work. The Contractor shall schedule the Work so as to minimize interference with the relocation, altering, or other rearranging of facilities.

402-6 COOPERATION

The Contractor's attention is directed to the fact that Work may be conducted at or adjacent to the site by other contractors during the performance of the Work under this Contract. The Contractor shall conduct its operations so as to cause a minimum of interference with the work of such other contractors, and shall cooperate fully with such contractors to provide continued safe access to their respective portions of the site, as required to perform work under their respective contracts. Compensation for compliance shall be included in the various items of the Work, and no additional compensation shall be allowed therefor.

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402-7 NOTIFICATION

The Contractor shall notify the City Engineer and the owners of all Utilities and substructures not less than forty-eight (48) hours before starting construction. The following list of names and telephone numbers is intended for the convenience of the Contractor and is not guaranteed to be complete or accurate:

Agency: City of Banning

Phone Number: 951.922.3286

Contact Person: Carl Szoyka

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Date: 6/20/2025

To: City of Banning
99 E Ramsey St, Banning, CA 92220
Repplier Park
749 N San Gorgonio Ave, Banning, CA 92220

Ruben Macias
Public Works Supervisor

cc: **Dave Brown**
Executive General Adjuster
McLarens

From: **Mark Denny Jr.**
Executive Project Director
ATI Restoration

Don Gibson
Senior Business Development Manager
ATI Restoration

Re: **Repplier Park – 4000 sq. ft. Fire Damaged Bldg. – Demolition & Abatement**

ATI viewed the fire damages located at 749 N San Gorgonio Ave, Banning, CA 92220. Dave Brown with McLarens ("Client") requested the site inspection.

The following information is a review of the necessary services required for stabilizing the structure and contents to its pre-loss condition. Please note the below referenced Scope of Work (the "Work") is based upon preliminary investigation only. As additional items become apparent the scope and critical path will change. All parties will be advised of any deviation to the Scope of Work and agreed to adjustments will be made.

General Items:

1. ATI shall possess and furnish all necessary equipment, materials, and labor to adequately perform the specified services in this scope letter.
2. ATI shall have in its possession, a documented asbestos survey BEFORE the Work commences on any project demolition, removal of previously demolished debris (created by ATI or any other entity) or bagging of any possible ACM containing material/ debris. OSHA Code of Federal Regulations **1926.1101(F) (2)** provides **Initial Exposure Assessment** knowingly or unknowingly.
3. ATI shall maintain a copy of all current MSDS documentation and safety certifications at the site at all times, as well as comply with all other site documentation requirements of applicable OSHA programs and this specification

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Scope of Work:

The following material is presented in an order that ensures all affected areas are properly addressed from a procedural point of view. The sequence of events, in which these procedures will be performed, is discussed later in this Scope of Work under Critical Path Management Program (CPM). The Scope of Work is broken into the following general areas of concern.

- ATI will provide any and all Consumables/Equipment to complete the demolition and abatement per the provided Procedure 5 work plan.
- ATI will require all employees to sign in/out logs before entering or exiting the property
- ATI will hold and log On-site Safety meetings on a daily basis
- ATI employees will be properly supervised with a management to technician of approximately: (1) Manager to (10) Technicians
- ATI proposes to run crews on an 8-hour basis, Mon-Fri except for holidays:
    - ***Each shift will consist of:***
        - (1) Project Manager
        - (10) Abatement Laborers - Day Shift
        - (4) Demolition Laborers - Day Shift

      Please note that ATI will scale up or scale down as requested by customer's priorities.
- ATI proposes to complete the restoration work in max of 25 working days. (3 weeks abatement, 2 weeks demolition)
- ATI will provide continual dumpster rotation to ensure debris is disposed of in a timely manner
- ATI will work with the client or their assigned representatives to address any special needs that need to be prioritized
- ATI will provide a certificate of insurance with the client's named as additional insured

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Overview of Damage:

Abatement and Demolition of 4000 sq. ft. Building at Repplier Park:

- Labor Considerations
    - All labor provided to be performed during normal working hours 8am-5pm, Mon-Friday
    - All labor provided per CA State - San Bernardino County prevailing wage rates for demolition/abatement laborer
- Procedure 5 Abatement Work Plan and Foundation Demolition
    - Provide temp fencing, temp power, water, and temp toilets/hand wash stations.
    - Notify AQMD and pay associated notification fee and demolition permit.
    - Using a DOSH certified contractor, mechanically knock down the standing structure to "make safe".
    - Remove the entire structure including wood beams, roofing, and other materials to be bagged and loaded out as asbestos waste.
    - Remove concrete structural slab, foundations, and chimney stack/fireplace to be demolished and loaded out / disposed of as "clean" inert debris.
    - Remove and haul away 7ea Juniper trees.

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- Locate, cut, and cap sewer lateral.
- Rough grade demolition footprint for proper drainage to prevent pooling.

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CRITICAL PATH MANAGEMENT

Understanding the sense of urgency inherent in projects of this nature, a flexible approach to the restoration project is mandatory. Following acceptance of this Scope of Work, a Critical Path Management (CPM) Program will be established that will outline the definitive sequence of events and their corresponding time frames for completion of each event. This CPM Program will be formulated based solely on the sense of urgency as reflected by the client, considering each phase of this operation. Coordination of all phases of this restoration project is critical to the successful, timely, and cost-effective completion of the Work. The sequence in which the Work will be performed will be discussed following determination of the Critical Path.

IMPORTANT POINTS

This Scope of Work is an overview of the total project. Some cleaning procedures outlined above may be changed at the discretion of ATI's management to maximize effectiveness and efficiency. This scope is not intended to be a sequential outline of work but rather an overview of the total project. Any changes or alterations to this Scope of Work at the request of the client, insurance professionals, or consultants may cause an adjustment to the total project cost. All changes must be submitted in writing and approved via a Change Order by all parties involved before they become binding.

It is assumed that ATI will have necessary access to the facility. Common utilities such as water and electrical power must be readily available in suitable quantities. All work and services provided for in this Scope of Work are based on initial inspections of the damage. Due to the unknowns in dealing with losses of this nature, some methods of the cleaning effort may require adjustment as the job progresses. All work provided for in this Scope of Work is intended to be accomplished under "best effort" circumstances.

Daily communication is critical for the success of any project. In an effort to keep all interested parties apprised of the status of this project, we request that the ATI's on-site Project Manager and a designated representative from the client meet daily. It is preferable that this representative have decision-making authority regarding any changes, either additions or deletions, to this Scope of Work.

PRICING

ATI Restoration proposes to perform the scope of services as outlined above for the estimated price below.

The estimated stipulated sum price for the above referenced abatement & demolition scope is:

Abatement & Demolition $494,500

Please note all associated back up will be produced to validate the final invoice amount.

* The above estimated amount does not include any applicable tax or required permitting fees.

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SCHEDULING

ATI will approach this project on a best-effort basis. The estimated completion time of the Abatement & Demolition is approximately: (25) working days based on an 8-hour workday.

It has been ATI's pleasure to submit this proposal to Ruben Macias with The City of Banning. Thank you for your consideration and cooperation.

Respectfully Submitted,

Mark Denny Jr.
Executive Project Director
ATI Restoration

818-314-4953 Cell
800-400-6353 (24 hour Call Center)
Mark.Denny@ATIrestoration.com

CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Arturo Vela, Acting City Manager**
PREPARED BY:	**Art Vela, Acting City Manager**
MEETING DATE:	**August 26, 2025**
SUBJECT:	**Consideration of Introduction and First Reading of Ordinance 1612 of the City of Banning, California Establishing a Procedure for Property Owner Objections to Proposed Water/Sewer Fees or Special Assessments**

RECOMMENDATION:

Introduce by title and waive further reading of Ordinance 1612.

BACKGROUND:

California recently enacted AB 2257, a bill sponsored by the ACWA and authored by Assemblymember Lori Wilson (D-Suisun City), which assists local agencies in defending against lawsuits under Proposition 218, which governs assessments, fees, and charges levied by local agencies. The bill establishes a formal objection procedure for ratepayers to raise concerns about proposed rate changes before litigation becomes an option. This process is designed to address disputes during the public participation stage, reducing the likelihood of surprise lawsuits after rates are approved. AB 2257 aligns with existing constitutional provisions and Proposition 218, which set standards for public notice, hearings, and protest procedures.

JUSTIFICATION:

To implement AB 2257, the proposed ordinance formally adopts the administrative remedy and record procedures described in Government Code Sections 53759.1 and 53759.2. Specifically, the ordinance adds Chapter 13.08, Article III to the Banning Municipal Code, which requires the City to post the proposed water/sewer fee or assessment and a written explanation of its basis on the City's website. Property owners would then have a minimum of 45 days to review the proposal and submit written objections.

Only objections submitted in writing before the close of the public hearing will be considered, and the City must respond to each timely filed objection in writing. This ensures that the City creates a full administrative record, as required by Government Code section 53759.2.

Furthermore, under the new procedure, any person or entity that fails to submit a timely written objection will be legally precluded from initiating a court challenge under Proposition 218. This "exhaustion of administrative remedies" requirement, mandated by Government Code section 53759.1, is a critical legal feature of the ordinance that aims to reduce litigation risk by encouraging early resolution of concerns.

This legislation mirrors the California Environmental Quality Act process, emphasizing transparency and early resolution of disputes. It does not bypass the public participation process mandated by Proposition 218 but enhances it by creating a parallel objection mechanism. By fostering communication between agencies and ratepayers, AB 2257 seeks to minimize litigation risks and promote collaborative problem

solving in public rate-setting processes.

FISCAL IMPACT:

This action does not necessitate additional budget adjustments or impose new costs. This action helps ensure long-term financial stability by implementing sound financial management practices and minimizing risks.

ALTERNATIVES:

Do not adopt Ordinance 1612.

BUDGETED?:

No

CONTRACT/AGREEMENT:

No

ATTACHMENTS:

1. Ordinance 1612.docx
2. affidavit of publication_Ordinance 1612.pdf

ORDINANCE 1612

AN ORDINANCE OF THE CITY OF BANNING, CALIFORNIA ESTABLISHING A PROCEDURE FOR PROPERTY OWNER OBJECTIONS TO PROPOSED WATER/SEWER FEES OR SPECIAL ASSESSMENTS

WHEREAS, the City of Banning ("City") is a general law city organized under the California Constitution and the laws of the State of California.

WHEREAS, California law requires that certain changes to water/sewer fees or special assessments must be adopted or approved in accordance with procedures outlined in Article XIII D, of the California Constitution, commonly referred to as "Proposition 218."

WHEREAS, Article XIII D, Section 4, establishes certain procedural requirements and substantive limitations a local public agency must follow to adopt a special benefit assessment.

WHEREAS, Article XIII D, Section 6, establishes certain procedural requirements and substantive limitations a local public agency must follow to adopt a property related fee for water/sewer service.

WHEREAS, the purpose of this ordinance is to provide a meaningful opportunity for a ratepayer to present an objection to a proposed new or amended water/sewer fee or special benefit assessment before resorting to litigation after the new or amended fee or special benefit assessment is approved.

WHEREAS, this ordinance is intended to provide a procedure for ratepayers to bring an objection regarding a new or amended water/sewer fee or special benefit assessment to the City's attention early in the fee consideration process, and to provide an opportunity for the City to address or resolve any objections before the City Council makes a final decision on whether to adopt a proposed water/sewer fee or special benefit assessment pursuant to Proposition 218.

WHEREAS, this procedure will generally require the City to make available the proposed water/sewer fee or special benefit assessment, post the written basis for the proposed water/sewer fee or special benefit assessment on its internet website, provide 45 days for the property owner to review the proposed fee or assessment and timely submit to the City a written objection to the fee or assessment that specifies the grounds for alleging noncompliance, and require the City to consider and respond in writing to timely submitted objections prior to the close of the protest hearing or ballot tabulation hearing required under Section 4 or Section 6 of Article XIII D of the California constitution; and

WHEREAS, for purposes of the proposed water/sewer fee or assessment adopted by the City pursuant to Section 4 or Section 6 of Article XIII D of the California Constitution, a person or entity shall be prohibited from bringing a judicial action or proceeding alleging noncompliance with Article XIII D of the California Constitution for any new, increased, or extended water/sewer fee or assessment, unless that person or entity has timely submitted to the City a written objection to that fee or assessment that specifies the grounds for alleging noncompliance; and

WHEREAS, the City Council hereby intends to adopt the exhaustion of administrative remedies, procedure as outlined in Government Code section 53759.1 and the administrative record principles contained in Government Code section 53759.2.

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

SECTION 1. All of the above recitals are true and correct and are incorporated herein by this reference.

SECTION 2. The City Council hereby adopts the exhaustion of administrative remedies procedure contained in Government Code section 53759.1 by adding Chapter 13.08, Article III – Objection Regarding Property Related Fees or Assessments Pursuant to Proposition 218 – Exhaustion of Administrative Remedies, as set forth in Exhibit A, which Exhibit is attached hereto and incorporated herein by this reference.

SECTION 3. For purposes of any proposed water/sewer fee or assessment adopted by the City pursuant to Section 4 or Section 6 of Article XIII D of the California Constitution, a person or entity shall be prohibited from bringing a judicial action or proceeding alleging noncompliance with Article XIII D of the California Constitution for any new, increased, or extended water/sewer fee or assessment, unless that person or entity has timely submitted to the City a written objection to that fee or assessment that specifies the grounds for alleging noncompliance, in compliance with Government Code section 53759.1.

SECTION 4. The City hereby adopts the administrative record principles contained in Government Code section 53759.2 by adding Chapter 13.08, Article III – Objection Regarding Property Related Fees or Assessments Pursuant to Proposition 218 – Exhaustion of Administrative Remedies, as set forth in Exhibit A.

SECTION 5. In the event of any conflict between the terms, provisions, conditions, or requirements of this ordinance and those of any other ordinance, resolution, regulation or policy of the City, the terms provisions, conditions, and requirements of this ordinance shall prevail and be deemed superior, except where preempted by state or federal law.

SECTION 6. If any section or provision of this Ordinance is for any reason held to be invalid or unconstitutional by any court of competent jurisdiction, or contravened by reason of any preemptive legislation, the remaining sections and/or provisions of this Ordinance shall remain valid. The City Council hereby declares that it would have adopted this Ordinance, and each section or provision thereof, regardless of the fact that any one or more section(s) or provision(s) may be declared invalid or unconstitutional or contravened via legislation.

SECTION 7. The Mayor shall sign and the City Clerk shall certify to the passage 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 Government Code Section 36937.

SECTION 8. The City authorizes City staff to take such other and additional actions as may be reasonably necessary to implement the purpose of this ordinance and implement

the exhaustion of administrative remedies procedure adopted herein.

INTRODUCED, TITLE READ, FURTHER READING WAIVED, and ordered posted at a regular meeting of the City Council of the City of Banning, California, held on the day of August 25, 2025, by the following roll call vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Sheri Flynn, Mayor
City of Banning

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

PASSED, APPROVED AND ADOPTED at a regular meeting of the City Council of the City of Banning, California, held on the 26th day of August 2025.

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Sheri Flynn, Mayor
City of Banning

(Seal)

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

APPROVED AS TO FORM:

_____
John Pinkney, City Attorney

CERTIFICATION:

I, Caroline Patton, Deputy City Clerk of the City of Banning, California, do hereby certify that Ordinance 1612 was duly introduced at a regular meeting of the City Council of the City of Banning, held on the 26th day of August, 2025, and was duly adopted at a regular meeting of said City Council on the 26th day of August, 2025, by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Sandra Calderon
Acting Administrative City Clerk
City of Banning, California

EXHIBIT A

Chapter 13.08, Article III
Objection Regarding Property Related Fees or Assessments Pursuant to Proposition 218 – Exhaustion of Administrative Remedies

13.08.010 – Purpose and Authority

This Chapter establishes the administrative procedures required for consideration and adoption of new or increased water/sewer fees and special benefit assessments in accordance with Article XIII D of the California Constitution and Government Code Sections 53759.1 and 53759.2. These procedures are designed to provide property owners with a meaningful opportunity to object to such fees or assessments and to ensure the City complies with applicable constitutional and statutory requirements.

13.08.020 – Applicability

This Chapter applies to all proceedings initiated by the City of Banning to adopt or increase water/sewer service-related property fees or special benefit assessments under Section 4 or Section 6 of Article XIII D of the California Constitution.

13.08.030 – Procedure for Objections

A. Prior to the adoption of any new or increased water/sewer fee or special benefit assessment, the City shall:

1. Publish and make available the proposed fee or assessment and its written basis on the City's official website;
2. Provide at least 45 days for property owners to review and submit objections;
3. Accept only written objections submitted within the 45-day notice period and prior to the conclusion of any required public hearing;
4. Respond in writing to timely filed objections before the close of the protest hearing or ballot tabulation.

B. Any objection must:

1. Be submitted by a property owner subject to the proposed fee or assessment;
2. Be in writing;
3. Clearly state the specific grounds for alleging noncompliance with Article XIII D.

13.08.040 – Exhaustion of Administrative Remedies

In accordance with Government Code Section 53759.1, no legal action or proceeding challenging the validity of any water/sewer fee or assessment shall be brought unless the affected party has first exhausted administrative remedies by complying with the objection procedure set forth in this Chapter.

13.08.050 – Administrative Record

The City shall maintain an administrative record of all proceedings related to proposed fees or assessments pursuant to Government Code Section 53759.2.

13.08.060 – Conflict with Other Laws

In the event of any conflict between this Chapter and any other ordinance, regulation, or policy of the City, the provisions of this Chapter shall control, except where superseded by state or federal law.

Record Gazette
Your Community. Your Newspaper.

AFFIDAVIT OF PUBLICATION

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

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

2025 08 26 Pre Adoption Ordinance Summary

State of California)
County of Riverside) SS.

I am a citizen of the United States and a resident of the State of California; I am over the age of eighteen years, and not a party to or interested in the above matter. I am the principal clerk of the printer and publisher of Record Gazette, a newspaper published in the English language in the City of Banning, County of Riverside, and adjudicated a newspaper of general circulation as defined by the laws of the state of California by the Superior Court of the County of Riverside, under the date October 14, 1966, Case No. 54737.
That the notice, of which the annexed is a copy, has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to-wit:

Aug 15, 2025

Executed on: 15 August 2025

At City of Banning, California

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

Piper Ringwald

Signature

CITY OF BANNING
SUMMARY OF ORDINANCE 1612

AN ORDINANCE OF THE CITY OF BANNING, CALIFORNIA, ADOPTING SUPPLEMENTAL ADMINISTRATIVE PROCEDURES REGARDING PROPERTY RELATED FEES AND ASSESSMENTS THAT ARE SUBJECT TO PROPOSITION 218 REQUIREMENTS AND PROVIDING FOR A EXHAUSTION OF ADMINISTRATIVE DEFENSE FOR ANY PERSON WHO DOES NOT COMPLY WITH THE CITY'S SUPPLEMENTAL ADMINISTRATIVE PROCEDURES BY ADDING "CHAPTER 13.08, ARTICLE III, OBJECTIONS REGARDING PROPERTY RELATED FEES OR ASSESSMENTS PURSUANT TO PROPOSITION 218 - EXHAUSTION OF ADMINISTRATIVE REMEDIES" TO THE BANNING MUNICIPAL CODE

This is a summary of the above-entitled Ordinance 1612 of the City of Banning. On August 26, 2025, the City Council of the City of Banning will introduce and conduct the first reading of Ordinance 1612.

Background

The City of Banning provides water and sewer services to its residents. Under existing law, the City must comply with Proposition 218 when establishing updated (new,

increased, or extended) property-related fees (such as water and sewer rates) and assessments. The California Supreme Court has concluded that a party challenging a property-related fee is not required to exhaust administrative remedies prior to filing a lawsuit since there was no "clearly defined machinery for the submission, evaluation, and resolution of complaints by aggrieved parties."

In response to the California Supreme Court decision, AB 2257 was enacted, which provides the City with the option to implement new rate-setting procedures that supplement Proposition 218 requirements. The new rate-setting procedures will limit litigated challenges to the City's updated property-related fees (such as water

and sewer rates) and assessments while also providing a clearly defined process for the submission, evaluation, and resolution of complaints regarding the updated property-related fees and assessments.

Summary of Ordinance 1612

Ordinance proposes to implement new rate setting procedures that supplement the Proposition 218 requirements the City must follow when establishing updated (new, increased, or extended) property-related fees (such as water and sewer) and assessments. Under the proposed ordinance's new rate setting procedures, the City would, in part, (1) post a separate notice on the City's website, (2) supplement the mailed Proposition 218 notice to identify the new process, (3) prepare written responses to any written objection, and (4) the City Council would be required to consider each timely written objection and written response, and make certain determinations prior to approving the updated rates.

Under the supplemental procedures, only a person who has submitted a timely written objection may file litigation challenging the rates or assessments and the evidence to be considered during the litigation will be limited to the proceeding for the rate-setting or assessment public hearing. If introduced and subsequently adopted, the City of Banning Municipal Code will be amended to add Chapter 13.08, Article III, "Objections Regarding Property Related Fees and Assessments Pursuant to Proposition 218 – Exhaustion of Administrative Remedies".

Effective Date: This Ordinance shall become effective on October 9, 2025, which is thirty (30) calendar days after its final passage and adoption.

This summary has been prepared and published in accordance with Government Code Section 36933. Notice is hereby given that a certified copy of the full text of Ordinance 1612 is available for public review upon request in the City Clerk's Office, located at 99 E. Ramsey Street, Banning, California 92220 during regular business hours (Monday through Friday 8 a.m. to 5 p.m.), or via email at scalderon@banningca.gov.

Submitted by:
/s/ Sandra Calderon, Acting
Administrative City Clerk
City of Banning, California

Dated: August 6, 2025
Published: August 15, 2025
Published
Record Gazette
August 15, 2025

CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Arturo Vela, Acting City Manager**
PREPARED BY:	**Marisol Lopez, Economic Development Manager** **David Newell Community Development Director**
MEETING DATE:	**August 26, 2025**
SUBJECT:	**Discussion and Review of Cannabis Retail Tax Rate Reduction Request.**

RECOMMENDATION:

This agenda item provides the City Council with an opportunity to review data related to cannabis retail businesses within Banning and to consider the request from these businesses to reduce the current annual tax rate of 10% of gross receipts. The Council will discuss potential regulatory or tax adjustments specific to cannabis retail operations and provide direction to City staff accordingly.

BACKGROUND:

The City of Banning currently imposes a local cannabis retail tax of 10% of gross receipts, pursuant to Chapter 3.15 of the Banning Municipal Code. This tax is in addition to the applicable state taxes levied on cannabis sales and products in California. The local tax revenue from cannabis retail is allocated to the City's general fund, supporting municipal services such as law enforcement, public safety, parks, and infrastructure.

At its regular meeting of June 10, 2025, the City Council discussed whether a change to the City's retail cannabis tax should occur and directed staff to return with additional information. The following topics were raised at the meeting and staff provides additional information on each as requested.

- **Process for Reporting Sales & Paying Tax**. Councilmembers requested information on the process for cannabis retailer sales reporting and tax remittance. At the time the cannabis retail program began, the City required that cannabis retailers reported their gross sales and remit tax payments annually, which lasted through June 2024. At the start of the 2024/2025 fiscal year, the City revised the reporting and payment process with the implementation of Tax Administrator Regulation 2023-1 (attached), changing the process for reporting sales and remitting tax payments to quarterly beginning July 1, 2024. The form that the City uses to receive reports is included as an attachment to this report. Cannabis retailers are required to remit tax payments 45 calendar days after each quarter end.

- **Sales Tax Calculation**. There was a question on how gross receipts were calculated. According to the Banning Municipal Code, Chapter 3.15 (Cannabis Retailer Tax), gross receipts is defined as follows:

  "Gross receipts" means the total amount of the sale price of all sales and the total amount charged or received for the performance of any act, service or employment of whatever nature it may be for which a charge is made or credit allowed, whether or not such act,

service or employment is done as a part of or in connection with the sale of materials, goods, wares, or merchandise. Included in gross receipts shall be all receipts, cash, credits and property of any kind or nature, and any amount for which credit is allowed by the seller to the purchaser without any deduction therefrom on account of the cost of the property sold, the cost of the materials used, labor or service costs, interest paid or payable, or losses or other expenses whatsoever. Excluded from gross receipts shall be cash discounts allowed and taken on sales, any tax required by law to be included in or added to the purchase price and collected from the consumer or purchaser, and such part of the sale price of the property returned by purchasers upon rescission of the contract of sale as is refunded either in cash or by credit.

- **Sales Tax Calculation (Cont'd)**. The City's 10% local cannabis retail tax is in addition to state excise and sales tax. In January 2023, the state excise tax was 15% for cannabis retailers and this rate recently increased to 19% as of July 1, 2025. Sales tax also applies to retail purchases in the amount of 7.75% on top of excise taxes. An example of a cannabis retail sale calculation is provided below with the tax hierarchy as they apply.

  Excise tax calculation example:

Selling price of cannabis product	$35.00
Service Fee (as applicable)	$3.00
Delivery (as applicable)	$5.00
Local cannabis business tax ($43.00 × 10%)	+ $4.30
Gross receipts subject to state excise tax	$47.30
State cannabis excise tax rate	x 19%
State excise tax ($47.30 × 19%)	$8.99
Subtotal ($47.30 + $8.99)	$56.29
State sales tax ($56.29 + 7.75%)	+ $4.36
Total Purchase Price	$60.65

- **Tax Payments Remitted**. The Council requested additional information on the tax remittance paid by the cannabis retailers. The table below shows annual tax payments remitted by the three cannabis retailers conducting business within Banning.

Retailer	FY 2023 (7/22-6/23)	FY 2024 (7/23-6/24)	FY 2025 (7/24-6/25)
A	(Non-operational)	$413,282.00	$378,856.88
B	$330,715.00	$255,594.00	$158,082.07
C	(Non-operational)	$208,586.94	$407,525.54

  With the transition to quarterly tax remittance in July 2024, below is a table displaying quarterly payments for each retailer.

Retailer	Jul-Sep '24	Oct-Dec '24	Jan-Mar '25	Apr-Jun '25
A	$106,290.00	$86,699.00	$92,659.00	$93,208.88
B	$43,375.00	$39,904.00	$38,317.00	$36,486.07
C	$92,500.00	$106,057.97	$103,242.96	$105,724.61

In addition to the above, staff provided the following local cannabis retail tax rates for comparison to other city rates in the region:

City	Current Local Cannabis Retail Tax Rate	Notes
Cathedral City	5%	Lowered in Mar 2023
Coachella	6%	In place since Feb 2022. Has 50% tax abatement program for new bus. for first two years
Desert Hot Springs	5%	Lowered in May 2025
Hemet	15%	In place since Jan 2022
Moreno Valley	8%	In place since Apr 2018
Palm Desert	5%	Lowered in Feb 2023
Palm Springs	5%	Lowered in Feb 2024
San Jacinto	15%	Temporarily reduced to 10% earlier in 2025

After reviewing the above information, staff seeks direction from City Council on the current tax rate of 10% and whether further actions, such as penalties, may be desired to ensure tax remittance occurs timely. The City Council may choose to direct the following:

1. Take no action and keep the local excise tax at 10% and reassess at a future time.
2. Temporarily reduce/increase the local excise tax for a determined period of time.
3. Implement a penalty for late tax remittance.

JUSTIFICATION:

Several cannabis retailers have requested this matter be considered by City Council.

FISCAL IMPACT:

Fiscal impact will depend on direction received from City Council.

ALTERNATIVES:

1. Take no action and keep the local excise tax at 10% and reassess at a future time.
2. Temporarily reduce/increase the local excise tax for a determined period of time.
3. Implement a penalty for late tax remittance.

BUDGETED?:

No

CONTRACT/AGREEMENT:

No

ATTACHMENTS:

1. BMC Ch 3.15 Cannabis Retailer Tax
2. Tax Administrator Regulation 2023-01 - Cannabis Retailer Tax - Quarterly Remittance
3. Banning Cannabis Retail Sales Quarterly Tax Form

Chapter 3.15 - CANNABIS RETAILER TAX

3.15.010 - Purpose.

This chapter shall be known as the cannabis retailer tax. It is the intent of the voters to permit the collection of such tax at the maximum rate allowed by state law from every cannabis retailer operating in the city regardless of whether the cannabis business is operating lawfully under state or local law. Nothing in this chapter shall be interpreted to authorize or permit any commercial cannabis activity that would not otherwise be legal or permissible under laws applicable to the activity at the time the activity is undertaken.

(Ord. No. 1528, § 2, 12-11-18)

3.15.020 - Definitions.

"Cannabis" means all parts of the plant Cannabis sativa Linnaeus, Cannabis indica, or Cannabis ruderalis, whether growing or not; the seeds thereof; the resin, whether crude or purified, extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture, or preparation of the plant, its seeds, or resin. "Cannabis" also means the separated resin, whether crude or purified, obtained from cannabis. "Cannabis" does not include the mature stalks of the plant, fiber produced from the stalks, oil or cake made from the seeds of the plant, any other compound, manufacture, salt, derivative, mixture, or preparation of the mature stalks (except the resin extracted therefrom), fiber, oil, or cake, or the sterilized seed of the plant which is incapable of germination. For the purpose of this chapter, "cannabis" does not mean "industrial hemp" as defined by Section 11018.5 of the Health and Safety Code.

"Cannabis microbusiness" means a commercial cannabis business comprised of at least three out of the following four uses on the same premises: (1) a cannabis retailer, (2) a manufacturing facility, (3) a cultivation facility with canopy space of less than ten thousand square feet, and (4) a cannabis distribution facility. To qualify as a cannabis microbusiness, the cannabis business must engage in a minimum of three out of the four above referenced uses. Any term used in this definition that is not defined herein shall have the same definition as set forth in Section 3.17.020.

"Cannabis products" has the same meaning as in Section 11018.1 of the Health and Safety Code.

"Cannabis retailer" means a business that engages in the retail sale and delivery of cannabis or cannabis products to customers.

"City" means the City of Banning.

"Commercial cannabis activity" includes the cultivation, possession, manufacture, distribution, processing, storing, laboratory testing, packaging, labeling, transportation, delivery or sale of cannabis and cannabis products, or engaging in any other cannabis activity that requires a state license issued by a

licensing authority.

"Delivery" means the commercial transfer of cannabis or cannabis products to a customer. "Delivery" also includes the use by a retailer of any technology platform owned and controlled by the cannabis retail business.

"Gross receipts" means the total amount of the sale price of all sales and the total amount charged or received for the performance of any act, service or employment of whatever nature it may be for which a charge is made or credit allowed, whether or not such act, service or employment is done as a part of or in connection with the sale of materials, goods, wares, or merchandise. Included in gross receipts shall be all receipts, cash, credits and property of any kind or nature, and any amount for which credit is allowed by the seller to the purchaser without any deduction therefrom on account of the cost of the property sold, the cost of the materials used, labor or service costs, interest paid or payable, or losses or other expenses whatsoever. Excluded from gross receipts shall be cash discounts allowed and taken on sales, any tax required by law to be included in or added to the purchase price and collected from the consumer or purchaser, and such part of the sale price of the property returned by purchasers upon rescission of the contract of sale as is refunded either in cash or by credit.

"Person" includes any individual, firm, partnership, joint venture, association, corporation, limited liability company, estate, trust, business trust, receiver, syndicate, or any other group or combination acting as a unit, and the plural as well as the singular.

"Tax administrator" means the finance manager of the City of Banning, his or her designee(s), or any other city officer charged with the administration of the provisions of this chapter.

(Ord. No. 1528, § 2, 12-11-18; Ord. No. 1577, § 3, 9-28-21)

3.15.030 - Tax imposed on cannabis retailers.

A. There is established and imposed upon each person who is engaged in business as a cannabis retailer an annual tax at the rates set forth in this chapter.

B. Every person operating a cannabis retailer shall pay to the city an annual tax in an amount equal to ten percent of the business' gross receipts.

C. This chapter is enacted solely to raise revenue for unrestricted general revenue and municipal purposes and is intended to be a general tax and is not a special tax. All of the proceeds from the tax imposed by this chapter shall be placed in the city's general fund to finance the general operations of the city. Such operations may include, but are not limited to: paying for basic or enhanced law enforcement or public safety services, park, recreational, and senior services, neighborhood preservation, community services, code enforcement, infrastructure improvement and maintenance, and other such general services.

D.

Every person operating a cannabis microbusiness shall pay a tax based on each component of their business (retail, manufacturing, distribution, and cultivation). For example, a cannabis microbusiness shall pay to the city the tax rates that are currently set as follows and that may be modified from time to time pursuant to Sections 3.15.050 and 3.17.050: ten percent of the gross receipts for the retail component of the business as set forth in Section 3.15.030(B); ten percent of the gross receipts for the manufacturing component of the business as set forth in Section 3.17.030(C); ten percent of the gross receipts for the distribution component of the business as set forth in Section 3.17.030(C); and for the cultivation component of the business, five dollars per square foot of canopy space for the first year that the cannabis microbusiness is in business, and ten dollars per square foot of canopy space for the second year, and every year thereafter that the cannabis microbusiness is in business, as set forth in Section 3.17.030(B) and as modified by Section 3.17.050(C). For purposes of this subsection, a cannabis microbusiness is considered in business from the date the cannabis microbusiness obtains its certificate of occupancy. In the event of a conflict between the tax imposed by this Section and a modified tax imposed by Sections 3.15.050 or 3.17.050, the tax rates set forth in Sections 3.15.050 and 3.17.050 shall prevail.

(Ord. No. 1528, § 2, 12-11-18; Ord. No. 1577, § 4, 9-28-21)

3.15.040 - Tax can be spent for unrestricted general revenue purposes.

The tax revenue generated from the taxes established by this chapter can be spent for unrestricted general revenue purposes.

(Ord. No. 1528, § 2, 12-11-18)

3.15.050 - Modifications to tax.

A. Notwithstanding Elections Code Section 9217, or the tax rate of ten percent of gross receipts of a cannabis retailer, the city council may, in its discretion without the vote of the people of Banning, do any of the following:
    1. Reduce the tax rate for a cannabis retailers;
    2. Increase any tax rates established by this chapter, not to exceed the maximum tax rate of fifteen percent of gross receipts for a cannabis retailer;
    3. Increase any rates if they had previously been reduced below such rate; and
    4. Establish a class of persons that is exempt or excepted from the tax or discontinue any such exemption or exception.
B. In no event shall the city council increase any rates in excess of those rates specified in this chapter without approval by a majority of the voters voting in an election on the increase.

(Ord. No. 1528, § 2, 12-11-18)

3.15.060 - Reporting and remittance of tax.

A. The cannabis retailer tax imposed by this chapter shall be imposed on a fiscal year basis and shall be due and payable annually.

B. Each person owing a cannabis retailer tax shall, on or before the last day of the month following the close of each fiscal quarter, prepare and submit a tax statement on the form prescribed by the tax administrator and remit to the tax administrator the tax due.

C. Tax statements and payments for all outstanding taxes owed to the city are immediately due to the tax administrator upon cessation of a cannabis retailer for any reason.

D. The tax administrator may, at his or her discretion, establish shorter reporting and payment periods for any cannabis retailer tax.

(Ord. No. 1528, § 2, 12-11-18)

3.15.070 - Payments and communications—Timely remittance.

A. Whenever any payment, statement, report, request or other communication is due, it must be received by the tax administrator on or before the final due date. A postmark will not be accepted as timely remittance. If the due date falls on Saturday, Sunday holiday, or a day city hall is closed, the due date shall be the next regular business day on which city hall is open to the public.

B. Unless otherwise specifically provided under other provisions of this chapter, the taxes required to be paid pursuant to this chapter shall be deemed delinquent if not received by the tax administrator on or before the due date.

(Ord. No. 1528, § 2, 12-11-18)

3.15.080 - Notice not required by the city.

The tax administrator is not required to send a delinquency or other notice or bill to any person subject to the provisions of this chapter. The tax administrator may, as a courtesy, send a tax notice to the cannabis retailer. Failure to send such notice or bill shall not affect the validity of any tax or penalty due under the provisions of this chapter.

(Ord. No. 1528, § 2, 12-11-18)

3.15.090 - Non-payment of tax; penalties and interest.

A. Any person who fails or refuses to pay any tax required to be paid pursuant to this chapter on or before the due date shall pay penalties and interest established by resolution of the city council. This penalty provision shall not be construed to preclude or limit the enforcement of the penal provision of this chapter.

B.

Whenever a check or electronic payment is submitted as payment for a tax and the payment is subsequently returned unpaid by the bank for any reason, the taxpayer will be liable for the tax amount due plus any fees, penalties and interest as provided for in this chapter, and any other amount allowed under state law.

(Ord. No. 1528, § 2, 12-11-18)

3.15.100 - Refund procedures.

A. No refund shall be made of any tax collected pursuant to this chapter, except as provided in this section. No refund of any tax collected pursuant to this chapter shall be made because of the discontinuation, dissolution, or other termination of a cannabis retail business.

B. Whenever the amount of any cannabis retailer tax, penalty or interest has been overpaid, paid more than once, or has been erroneously collected or received by the city under this chapter, it may be refunded to the taxpayer who paid the tax, or credited towards a future tax liability, provided that a written claim for refund is filed with the tax administrator within one year of the date the tax was originally due and payable.

C. The tax administrator shall have the right to examine and audit all the books and business records of the claimant to determine the eligibility of the claimant to the claimed refund. No claim for refund shall be allowed if the claimant refuses to allow such examination of claimant's books and business records after request by the tax administrator to do so.

D. If the cannabis retailer tax was erroneously paid and the error is attributable to the city, the city shall refund the amount of tax erroneously paid up to one year from when the error was identified.

(Ord. No. 1528, § 2, 12-11-18)

3.15.110 - Administration of tax.

A. It shall be the duty of the tax administrator to collect the taxes, penalties, fees, and perform the duties required by this chapter.

B. For purposes of administration and enforcement of this chapter generally, the tax administrator may from time to time promulgate such administrative rules and procedures consistent with the purpose, intent, and express terms of this chapter as he or she deems necessary to implement or clarify such provisions or aid in enforcement.

C. The tax administrator may take such administrative actions as needed to administer the tax, including, but not limited to:

1. Providing to all cannabis retailers forms for the reporting of the tax;

2. Receiving and recording all taxes remitted to the city as provided in this chapter;

3. Maintaining records of taxpayer reports and taxes collected pursuant to this chapter;
4. Assessing penalties and interest to taxpayers pursuant to this chapter;
5. Determining amounts owed and enforcing collection pursuant to this chapter; and
6. Establishing a reasonable process, including set times and secure conditions, whereby taxpayers can pay the taxes imposed by this chapter.

(Ord. No. 1528, § 2, 12-11-18)

3.15.120 - Enforcement—Action to collect.

Any taxes, penalties and/or fees required to be paid under the provisions of this chapter shall be deemed a debt owed to the city. Any person owing money to the city under the provisions of this chapter shall be liable in an action brought in the name of the city for the recovery of such debt. The provisions of this chapter shall not be deemed a limitation upon the right of the city to bring any other action including criminal, civil and equitable actions, based upon the failure to pay the tax, penalties and/or fees imposed by this chapter or the failure to comply with any of the provisions of this chapter.

(Ord. No. 1528, § 2, 12-11-18)

3.15.130 - Audit and examination of records.

A. The tax administrator shall have the power to audit and examine all books, records, accounts, inventory and onsite operations of cannabis retailers, including examination of both state and federal income tax returns, sales tax returns, or other evidence documenting the gross receipts of persons engaged in cannabis businesses, and, where necessary, all equipment for the purpose of ascertaining the amount of the cannabis retailer tax, if any, required to be paid by the provisions hereof, and for the purpose of verifying any statements or any item thereof when filed by any person pursuant to this chapter.
B. It shall be the duty of every person liable for the collection and payment to the city of any tax imposed by this chapter to keep and preserve, for a period of the later of four years from the due date of the return or the date the return is filed, all records as may be necessary to determine the amount of such tax as he or she may have been liable to pay to the city, which records the tax administrator or his/her duly authorized designee shall have the right to inspect at all reasonable times. All records for any period being audited by the city shall be retained until the audit is complete.

(Ord. No. 1528, § 2, 12-11-18)

3.15.140 - Other licenses, permits, fees.

A. This chapter does not authorize or permit cannabis retailers to operate in the city. Cannabis retailers shall comply with the zoning requirements set forth in chapter 17.54 of this Code and must have a valid cannabis conditional use permit issued by the city council to operate in the city. Cannabis retailers shall also comply with the regulations set forth in chapter 5.33 of this Code and must have a valid cannabis regulatory permit issued by the city manager to operate in the city. A cannabis retailer subject to the provisions of this chapter shall also be subject to the business tax requirements set forth in chapter 5.04 of this Code.

B. Nothing contained in this chapter shall be deemed to repeal, amend, be in lieu of, replace or in any way affect any requirements for any permit or license required by, under or by virtue of any other provision of this Code or any other ordinance or resolution of the city, nor be deemed to repeal, amend, be in lieu of, replace or in any way affect any tax, fee or other charge imposed, assessed or required by, under or by virtue of any other chapter of this Code or any other ordinance or resolution of the city. Any references made or contained in any other chapter of this code to any licenses, license taxes, fees, or charges, or to any schedule of license fees, shall be deemed to refer to the licenses, license taxes, fees or charges, or schedule of license fees, provided for in other chapters of this Code.

(Ord. No. 1528, § 2, 12-11-18)

3.15.150 - Payment of tax does not authorize unlawful business.

A. The payment of a cannabis retailer tax required by this chapter, and its acceptance by the city, shall not entitle any person to operate a cannabis retailer unless the person has complied with all of the requirements of this Code, including obtaining a cannabis regulatory permit and a cannabis conditional use permit, and all other applicable state laws.

B. No tax paid under the provisions of this chapter shall be construed as authorizing the conduct or continuance of any illegal or unlawful cannabis retailer, or any cannabis business in violation of any local or state law.

(Ord. No. 1528, § 2, 12-11-18)

3.15.160 - Appeals procedures.

Any taxpayer aggrieved by any decision of the tax administrator with respect to the amount of tax, interest, penalties and fees, if any, due under this chapter may appeal to the city manager by filing a notice of appeal with the city clerk within thirty days of the serving or mailing of the determination of tax due. The city clerk shall fix a time and place for hearing such appeal, and the city clerk shall give notice in writing to

the taxpayer at the last known place of address. The finding of the city manager shall be final and conclusive and shall be served upon the taxpayer in the manner prescribed by this chapter for service of notice of hearing. Any amount found to be due shall be immediately due and payable upon the service of the notice.

(Ord. No. 1528, § 2, 12-11-18)

3.15.170 - Amendments.

A. This chapter may be amended by the city council without a vote of the people. However, as required by Article XIII C of the California Constitution, voter approval is required for any amendment provision that would increase the rate of any tax levied pursuant to this chapter or extend the tax to a cannabis business that is not included in this chapter. The people of the city affirm that the following actions shall not constitute an increase of the rate of a tax:
    1. The restoration of the rate of the tax to a rate that is no higher than that set by this chapter, if the city council has acted to reduce the rate of the tax;
    2. An action that interprets or clarifies the methodology of the tax, or any definition applicable to the tax, so long as such interpretation or clarification (even if contrary to some prior interpretation or clarification) is not inconsistent with the language of this chapter;
    3. The establishment of a class of persons that is exempt or excepted from the tax or the discontinuation of any such exemption or exception (other than the discontinuation of an exemption or exception specifically set forth in this chapter);
    4. The collection of the tax imposed by this chapter, even if the city had, for some period of time, failed to collect the tax; and
    5. The deletion, restoration, relocation, renumbering, amendment or alteration of the provisions of this chapter and any provision of the Code affected by this chapter, provided that such action does not establish any new tax or increase any existing tax.
B. The city council may delete, restore, relocate, renumber, amend or alter any of the provisions of this chapter and any provision of this Code affected by the ordinance from which this chapter is derived, provided that such action does not establish any new tax or increase any existing tax.

(Ord. No. 1528, § 2, 12-11-18)

CITY OF BANNING CALIFORNIA

Tax Administrator Regulation 2023-1

CANNABIS RETAILER TAX – REQUIREMENT TO REMIT QUARTERLY PAYMENTS

BANNING MUNICIPAL CODE – CHAPTER 3.15.110 – ORDINANCE 1528
ADMINISTRATION OF TAX

A. It shall be the duty of the tax administrator to collect the taxes, penalties, fees, and perform the duties required by this chapter.

B. For purposes of administration and enforcement of this chapter generally, the tax administrator may from time to time promulgate such administrative rules and procedures consistent with the purpose, intent, and express terms of this chapter as he or she deems necessary to implement or clarify such provisions or aid in enforcement.

C. The tax administrator may take such administrative actions as needed to administer the tax, including, but not limited to:

   1. Providing to all cannabis retailers forms for the reporting of the tax;

   2. Receiving and recording all taxes remitted to the city as provided in this chapter;

   3. Maintaining records of taxpayer reports and taxes collected pursuant to this chapter;

   4. Assessing penalties and interest to taxpayers pursuant to this chapter;

   5. Determining amounts owed and enforcing collection pursuant to this chapter; and

   6. Establishing a reasonable process, including set times and secure conditions, whereby taxpayers can pay the taxes imposed by this chapter.

BANNING MUNICIPAL CODE – CHAPTER 3.15.060 – ORDINANCE 1528
REPORTING AND REMITTANCE OF TAX

A. The cannabis retailer tax imposed by this chapter shall be imposed on a fiscal year basis and shall be due and payable annually.

B. Each person owing a cannabis retailer tax shall, on or before the last day of the month following the close of each fiscal quarter, prepare and submit a tax statement on the form prescribed by the tax administrator and remit to the tax administrator the tax due.

C. Tax statements and payments for all outstanding taxes owed to the city are immediately due to the tax administrator upon cessation of a cannabis retailer for any reason.

D. The tax administrator may, at his or her discretion, establish shorter reporting and payment periods for any cannabis retailer tax.

BANNING MUNICIPAL CODE – CHAPTER 3.15.030 – ORDINANCES 1527 AND 1577
TAX IMPOSED ON CANNABIS RETAILERS

A. There is established and imposed upon each person who is engaged in business as a cannabis

retailer an annual tax at the rates set forth in this chapter.

B. Every person operating a cannabis retailer shall pay to the city an annual tax in an amount equal to ten percent of the business' gross receipts.

C. This chapter is enacted solely to raise revenue for unrestricted general revenue and municipal purposes and is intended to be a general tax and is not a special tax. All of the proceeds from the tax imposed by this chapter shall be placed in the city's general fund to finance the general operations of the city. Such operations may include but are not limited to: paying for basic or enhanced law enforcement or public safety services, park, recreational, and senior services, neighborhood preservation, community services, code enforcement, infrastructure improvement and maintenance, and other such general services.

D. Every person operating a cannabis microbusiness shall pay a tax based on each component of their business (retail, manufacturing, distribution, and cultivation). For example, a cannabis microbusiness shall pay to the city the tax rates that are currently set as follows and that may be modified from time to time pursuant to Sections 3.15.050 and 3.17.050: ten percent of the gross receipts for the retail component of the business as set forth in Section 3.15.030(B); ten percent of the gross receipts for the manufacturing component of the business as set forth in Section 3.17.030(C); ten percent of the gross receipts for the distribution component of the business as set forth in Section 3.17.030(C); and for the cultivation component of the business, five dollars per square foot of canopy space for the first year (one dollar and twenty-five cents per quarter) that the cannabis microbusiness is in business, and ten dollars per square foot of canopy space for the second year, and every year thereafter that the cannabis microbusiness is in business (two dollars and fifty cents per quarter), as set forth in Section 3.17.030(B) and as modified by Section 3.17.050(C). For purposes of this subsection, a cannabis microbusiness is considered in business from the date the cannabis microbusiness obtains its certificate of occupancy. In the event of a conflict between the tax imposed by this Section and a modified tax imposed by Sections 3.15.050 or 3.17.050, the tax rates set forth in Sections 3.15.050 and 3.17.050 shall prevail.

UPDATED REMITTANCE

Based on the authority provided in Banning Municipal Code Section 3.15.060(D), the Tax Administrator is amending subsection (A) of Section 3.15.060 as follows:

A. The cannabis retailer tax imposed by this chapter shall be imposed on a quarterly basis and shall be due and payable quarterly and shall be remitted no later than forty five (45) calendar days after each quarter end.

Moreover on the authority provided in Banning Municipal Code Section 3.15.060 (D), the Tax Administrator is amending subsections (A) and (B) of Section 3.15.030 as follows:

A. There is established and imposed upon each person who is engaged in business as a cannabis retailer a quarterly tax at the rates set forth in this chapter.

B. Every person operating a cannabis retailer shall pay to the city a quarterly tax in an amount equal to ten percent of the business’ gross receipts.

IMPLEMENTATION GUIDANCE

Tax Administrator Regulation 2023-1 will take effect as of July 1, 2024. Quarter ending September 30, 2024, remittance due by November 14, 2024. Remittance of annual tax for Fiscal Year 2023-24 due by August 14, 2024.

City of Banning

Finance Department – Cannabis Tax Return
99 E. Ramsey Street, Banning, CA 92220
Phone (951) 922-3110 Fax (951) 922-3165
Website: www.banningca.gov

CANNABIS RETAIL SALES ACTIVITY
GROSS RECEIPTS TAX REMITTANCE FORM

Business Name: _____

Address: _____

Phone Number: _____

Owner's Name: _____

E-mail: _____

Pursuant to B.M.C. 3.15.030; (A) There is established and imposed upon each person who is engaged in business as a cannabis retailer an annual tax at the rates set forth in this chapter (B) Every person operating a cannabis retailer shall pay to the city an annual tax in an amount equal to ten percent of the business' gross receipts. B.M.C. 3.15.060; (A) The cannabis retailer tax imposed by this chapter shall be imposed on a fiscal year basis and shall be due and payable annually. (B) Each person owing a cannabis retailer tax shall, on or before the last day of the month following the close of each fiscal quarter, prepare and submit a tax statement on the form prescribed by the tax administrator and remit to the tax administrator the tax due. (Ord. No. 1528, § 2, 12-11-18)

Fiscal Year: Qtr 1 (Jul-Sep) Due by Oct 31; Qtr 2 (Oct-Dec) Due by Jan 31; Qtr 3 (Jan-Mar) Due by Apr 30; Qtr 4 (Apr-Jun) Due by Jul 31

FOR QUARTER: _____ BUSINESS LICENSE # _____

1. GROSS RECEIPTS FOR THIS PERIOD $_____
2. AMOUNT OF TAX DUE (Multiply Gross Receipts by 10% or .10) $_____
3. PENALTY $_____
4. TOTAL AMOUNTS DUE AND PAYABLE $_____

I declare under penalty of perjury that to the best of my knowledge and belief, the statements herein are true and correct.

Authorized Signature _____ Date _____

Name and Title of Authorized Person _____

Remit to: City of Banning
Finance Department – Cannabis Tax
99 E. Ramsey St, Banning CA 92220

City of Banning Use Only:
MP 001-0001-302.1109
_____

The City accepts the following methods of payment: Check, Money Orders, and Cash (payments by cash limited, call for an appointment if over $2,500)

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CONTRACT (C01179)

CITY OF BANNING CONTRACT FOR ENVIRONMENTAL CLEAN-UP, ABATEMENT AND BUILDING DEMOLITION, REPPLIER PARK BY AND BETWEEN CITY OF BANNING AND ATI RESTORATION, LLC.

THIS CONTRACT ("Contract") is made and entered this day of 8/20/2025 ("Effective Date"), by and between the CITY OF BANNING, a California municipal corporation ("City") and ATI RESTORATION, LLC, a LIMITED LIABILITY COMPANY ("Contractor"). Contractor's California State Contractor's license number is 613991; Class -B, C15, C-2, C-6, C21, C47, C39. Contractor's DIR registration number is 1000750223.

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

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

2. Scope of Services. Contractor shall perform the Work in a good and workmanlike manner for the project identified as Environmental Clean-Up, Abatement,and Building Demolition ("Project"), as described in this Contract and in the Contract Documents.

3. Compensation. In consideration of the services rendered hereunder, City shall pay Contractor a not to exceed amount of Four Hundred Ninety-Four Thousand, Five Hundred Dollars ($494,500.00) in accordance with the prices as submitted in the Bid.

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

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

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

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

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

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comply with such provisions before commencing the performance of the Work of this Contract."

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

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

10. Debarment or Suspension.

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

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

12. Signatures. Electronic Signatures: Each Party may adopt as its signature an electronic identification consisting of a symbol or code that is affixed to or contained in each document transmitted by such Party ("electronic signature"). The Parties hereto herby agree that electronic signatures are acceptable, shall have the same force and effect under the law as original wet signatures, and shall be sufficient to verify that the Parties have executed this Agreement and such other documents transmitted by the Parties.

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

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

CITY OF BANNING

City Council Approval: _____

By: Arturo Vela 8/20/2025
Acting City Manager Date

ATTEST:

By: Sandra Calderon 8/20/2025
Acting Administrative City Clerk Date

APPROVED AS TO FORM:

By: John Pinkney 8/20/2025
City Attorney Date

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ATI Restoration LLC

("CONTRACTOR")

By: Kyle Bias 8/20/2025

Name: Kyle Bias Date

Title: Regional Vice President

By: _____

Name: Date

Title:

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GENERAL PROVISIONS

SECTION 0. GENERAL PROVISIONS DEFINED

0-1 STANDARD SPECIFICATIONS

The 2021 edition of "Standard Specifications for Public Works Construction" ("Standard Specifications"), as amended by the Contract Documents, is incorporated into the Contract Documents by this reference. The Work described herein shall be done in accordance with the provisions of the Standard Specifications, as amended by the Contract Documents.

0-2 NUMBERING OF SECTIONS

The number of sections and subsections in these General Provisions are compatible with the numbering in the Standard Specifications.

0-3 SUPPLEMENTATION OF STANDARD SPECIFICATIONS

The Sections that follow supplement, but do not replace, the corresponding provisions in Part 1 (General Provisions) of the Standard Specifications, except as otherwise indicated herein. In the event of any conflict between the Standard Specifications and these General Provisions, these General Provisions shall control.

SECTION 1. GENERAL, TERMS, DEFINITIONS, ABBREVIATIONS, UNITS OF MEASURE, AND SYMBOLS

1-2 TERMS AND DEFINITIONS

Whenever in the Standard Specifications or in the Contract Documents the following terms are used, they shall be understood to mean the following:

Agency – The City of Banning.

Board – The City Council of the City of Banning.

Contract Documents – As defined in Standard Specifications Section 1-2, but also including these General Provisions.

Engineer – The City Engineer, acting either directly or through properly authorized agents. Such agents shall act within the scope of the particular duties entrusted to them.

Inspector – An authorized representative of the City, assigned by the City to make inspections of Work performed by or materials supplied by the Contractor.

Laboratory – A laboratory authorized by the City to test materials and Work involved in the Contract.

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Notice of Completion – The notice authorized by Civil Code Section 9204.

Project – See Work.

Submittal – Any drawing, calculation, specification, product data, samples, manuals, requests for substitutes, spare parts, photographs, survey data, traffic control plans, record drawings, Bonds or similar items required to be submitted to the City under the terms of the Contract.

1-3.3 Institutions

The institutions listed in Section 1-3.3 of Part 1 of the Standard Specifications shall be supplemented by the list below:

Abbreviation	**Word or Words**
AAN	American Association of Nurserymen
AGCA	Associated General Contractors of America
APWA	American Public Works Association
CRSI	Concrete Reinforcing Steel Institute
CSI	Construction Specifications Institute
NEC	National Electric Code
NFPA	National Fire Protection Association
SSS	State of California Standard Specifications, Latest edition, Department of Transportation
SSP	State of California Standard Plans, Latest edition, Department of Transportation

1-7.2 CONTRACT BONDS

The Performance Bond shall remain in force until the date of recordation of the Notice of Completion and the end of all warranty periods set forth in the Contract Documents. The Payment Bond shall remain in force until expiration of the time within which the California Labor Commissioner may serve a civil wage and penalty assessment against the principal, any of its subcontractors, or both the principal and its subcontractors pursuant to Labor Code Section 1741, and until the expiration of the time within which a joint labor management committee may commence an action against the principal, any of its subcontractors, or both the principal and its subcontractors pursuant to Labor Code Section 1771.2.

All Bonds must be submitted using the required forms, which are in the Contract Documents, or on any other form approved by the City Attorney.

SECTION 2. SCOPE OF THE WORK

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2.2 PERMITS

Before starting any construction work, the Contractor will be required to obtain all necessary permits from the City, which may include obtaining a no fee encroachment permit for Work within the public right-of-way, as well as all other permits required from all other agencies. Should the Project require construction of trenches or excavations which are five (5) feet or deeper and into which a person is required to descend, the Contractor shall obtain a Cal/OSHA permit and furnish the City with a copy before Work commences on this Project. The Contractor shall bear all cost for fees for all agencies except for the City's permit fees.

2.4 COOPERATION AND COLLATERAL WORK

The Contractor shall be responsible for coordinating all Work with the City's street sweeping, trash pick-up, and street maintenance contractors, emergency services departments, utility companies' crews, and others when necessary. Payment for conforming to these requirements shall be included in other items of Work, and no additional payment shall be made thereof.

2-5.4 Haul Routes

Subsection 2-5.4 of Part 1 of the Standard Specifications shall be deleted and replaced as follows:

> The Contractor must obtain the City Engineer's approval before using any haul routes. Further detail requirements for haul traffic are delineated in the Special Provisions.

2-7 CHANGES INITIATED BY THE AGENCY

2-7.1 General.

The City reserves the right, without notice to the Surety, to increase or decrease the quantity of any item or portion of the Work described in the Contract Documents or to alter or omit portions of the Work so described, as may be deemed necessary or expedient by the City Engineer, without in any way making the Contract void. Such increases, alterations or decreases of Work shall be considered and treated as though originally contracted for, and shall be subject to all the terms, conditions and provisions of the original Contract. The Contractor shall not claim or bring suit for damages, whether for loss of profits or otherwise, on account of any decrease, alteration or omission of any kind of Work to be done.

2-8 EXTRA WORK

New and unforeseen work will be classified as Extra Work only when the Work is not covered and cannot be paid for under any of the various items or combination of items for which a Bid price appears on the Bid. The Contractor shall not do any Extra Work except upon written order from the City Engineer.

SECTION 3. CONTROL OF THE WORK

3-1 ASSIGNMENT

Any purported assignment without written consent of the City shall be null, void, and of no effect, and the Contractor shall hold harmless, defend and indemnify the City and its officers, officials, employees,

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agents and representatives with respect to any claim, demand or action arising from or relating to any unauthorized assignment.

If the City opts to consent to assignment, the City's consent shall be contingent upon: (1) a letter from the Surety agreeing to the assignment and assigning all of the Bonds to the assignee without any reduction, or the assignee supplying all new Bonds in the amounts originally required under the Contract Documents; and (2) the assignee supplying all of the required insurance in the amounts required in the Contract Documents. Until the Surety assigns all of the Bonds or the assignee supplies all of the new Bonds, and until the assignee supplies all of the required insurance, an assignment otherwise consented to in writing by the City shall not be effective. Even if the City consents to assignment, no assignment shall relieve the Contractor of liability under the Contract.

3-5 INSPECTION

The Contractor shall arrange and pay for all off-site inspection of the Work required by any ordinance or governing authorities. The Contractor shall also arrange and pay for other inspections, including tests in connection therewith, as may be assigned or required.

3.7 CONTRACT DOCUMENTS

3-7.1 General

In addition to the requirements under Section 3-7.1 in the Standard Specifications, the Contractor shall maintain a control set of Plans and Specifications on the Project site at all times. All final locations determined in the field, and any deviations from the Plans and Specifications, shall be marked in red on the control set to show the as-built conditions. This control set of Plans shall also be edited for all Addenda, Requests for Information, Change Orders, field changes not involving cost, and any other variation that occurred during construction. Upon completion of all Work, the Contractor shall return the control set to the City Engineer. Final payment will not be made until this requirement is met.

Where a work feature is shown on the drawings or identified in the Specifications but is not specifically indicated as an item in the bid sheets, and there is no ambiguity regarding the requirement to construct, install, or construct and install that work feature, the Contractor is required to complete the work feature. All costs to the Contractor for constructing, installing, or both constructing and installing such a work feature shall be included in the Bid.

3-7.2 Precedence of the Contract Documents

With regard to Section 3-7.2 in the Standard Specifications, the Special Provisions shall control over the General Provisions, such that the order of precedence shall be as follows:

1. Permits issued by regulatory agencies with jurisdiction.
2. Change Orders and Supplemental Agreements, whichever occurs last.
3. Contract/Agreement.
4. Bid.

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5. Special Provisions.
6. General Provisions.
7. Plans.
8. Standard Plans.
9. Standard Specifications.
10. Reference Specifications.

3-9 SUBSURFACE DATA

If the City or its Contractors have made investigations of subsurface conditions in areas where the Work is to be performed, such investigations shall be deemed made only for the purpose of study and design. If a geotechnical or other report has been prepared for the Project, the Contractor may inspect the records pertaining to such investigations subject to and upon the conditions hereinafter set forth. The inspection of the records shall be made in the office of the City Engineer. It is the Contractor's sole responsibility to determine whether such investigations exist, and the City makes no affirmative or negative representation concerning the existence of such investigations.

The records of any such investigations are made available solely for the convenience of the Contractor. It is expressly understood and agreed that the City, the City Engineer, their agents, Contractors or employees assume no responsibility whatsoever with respect to the sufficiency or accuracy of any investigations, the records thereof, and the interpretations set forth therein. No warranty or guarantee is expressed or implied that the conditions indicated by any such investigations or records are representative of those existing in the Project area. The Contractor agrees to make such independent investigations and examination as necessary to be satisfied of the conditions to be encountered in the performance of the Work.

The Contractor represents that it has studied the Plans, Specifications and other Contract Documents, and all surveys and investigation reports of subsurface and latent physical conditions, has made such additional surveys and investigations as necessary for the performance of the Work at the Contract Price in accordance with the requirements of the Contract Documents, and that it has correlated the results of all such data with the requirements of the Contract Documents. No claim of any kind shall be made or allowed for any error, omission or claimed error or omission, in whole or in part, of any geotechnical exploration or any other report or data furnished or not furnished by the City.

3-10 SURVEYING

3-10.1 General

The Contractor shall verify all dimensions on the drawings and shall report to the City any discrepancies before proceeding with related Work. The Contractor shall perform all survey and layout Work per the benchmark information on the Project Plans. All surveying Work must conform to the Professional Land Surveyors' Act (Business and Professions Code Section 8700 *et seq.*). All Project surveying notes and "cut-

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sheets" are to be provided to the City after the completion of each surveying activity and all final surveying notes shall be provided before final payment to the Contractor.

Construction stakes shall be set and stationed by the Contractor at its expense. Unless otherwise indicated in the Special Provisions, surveying costs shall be included in the price of items bid. No separate payment will be made. Re-staking and replacement of construction survey markers damaged as a result of the Work, vandalism, or accident shall be at the Contractor's expense.

3-11 CONTRACT INFORMATION SIGNS

The names, addresses and specialties of the Contractor, Subcontractors, architects or engineers may not be displayed on any signage within the public right-of-way. This signage prohibition includes advertising banners hung from truck beds or other equipment.

3-12 WORKSITE MAINTENANCE

3-12.1 General.

Clean-up shall be done as Work progresses at the end of each day and thoroughly before weekends. The Contractor shall not allow the Work site to become littered with trash and waste material, but shall maintain the same in a neat and orderly condition throughout the construction operation. Materials which need to be disposed shall not be stored at the Project site, but shall be removed by the end of each Working Day. If the job site is not cleaned to the satisfaction of the City Engineer, the cleaning will be done or contracted by the City and shall be back-charged to the Contractor and deducted from the Contract Price.

The Contractor shall promptly remove from the vicinity of the completed Work, all rubbish, debris, unused materials, concrete forms, construction equipment, and temporary structures and facilities used during construction. Final acceptance of the Work by the City will be withheld until the Contractor has satisfactorily complied with the foregoing requirements for final clean-up of the Project site.

3.12.4 Storage of Equipment and Materials.

3-12.4.1 General

The Contractor shall make arrangements for storing its equipment and materials. The Contractor shall make its own arrangements for any necessary off-site storage or shop areas necessary for the proper execution of the Work. Approved areas within Work site may be used for temporary storage; however, the Contractor shall be responsible for obtaining any necessary permits from the City. In any case, the Contractor's equipment and personal vehicles of the Contractor's employees shall not be parked on the traveled way or on any section where traffic is restricted at any time.

The Contractor shall deliver, handle, and store materials in accordance with the manufacturer's written recommendations and by methods and means that will prevent damage, deterioration, and loss including theft. Delivery schedules shall be controlled to minimize long-term storage of products at the Project site and overcrowding of construction spaces. In particular, the Contractor shall provide delivery and

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installation coordination to ensure minimum holding or storage times for materials recognized to be flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other sources of loss.

Storage shall be arranged to provide access for inspection. The Contractor shall periodically inspect to assure materials are undamaged and are maintained under required conditions.

All costs associated with the clean-up and storage required to complete the Project shall be the sole responsibility of the Contractor.

3-12.4.2 Storage in Public Streets

The first sentence of Section 3-12.4.2 shall not be incorporated and shall instead be replaced with the following:

Construction materials and equipment shall not be stored in streets, roads, or highways unless otherwise specified in the Special Provisions or approved by the City Engineer.

3-13 COMPLETION, ACCEPTANCE, AND WARRANTY

3-13.1 Completion.

The Contractor shall complete all Work under the Contract within Twenty-Five (25) Working Days from the Notice to Proceed.

3-13.2 Acceptance

The Project will not be considered complete and ready for City Council direction to staff regarding recordation of the Notice of Completion until all required Work is completed, the Work site is cleaned up in accordance with Section 3-12 of Part 1 of the Standard Specifications and the Special Provisions, and all of the following items have been received by the City Engineer:

1. A form of Notice of Completion, with all information required by the California Civil Code;

2. All written guarantees and warranties;

3. Evidence that the Performance Bond has been extended and will remain in effect for the period specified in Section 1-7.2 of the Standard Specifications, as modified by these General Provisions;

4. All “as-builts”;

5. Duplicate copies of all operating instructions and manufacturer’s operating catalogs and data, together with such field instructions as necessary to fully instruct City personnel in correct operation and maintenance procedures for all equipment installed listed under the electrical, air conditioning, heating, ventilating and other trades. This data and instructions shall be furnished for all equipment requiring periodic adjustments, maintenance or other operation procedures.

The Contractor shall allow at least seven (7) Working Days’ notice for final inspection. Such notice shall be submitted to the City Engineer in writing.

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3-13.3 Warranty

For the purposes of the calculation of the start of the warranty period, the Work shall be deemed to be completed upon the date of recordation of the Notice of Completion. If that direction is contingent on the completion of any items remaining on a punchlist, the Work shall be deemed to be completed upon the date of the City Engineer's acceptance of the final item(s) on that punchlist.

The Contractor shall repair or replace defective materials and workmanship as required in this Section 3-13.3 at its own expense. Additionally, the Contractor agrees to defend, indemnify, and hold the City harmless from claims of any kind arising from damage, injury or death due to such defects.

The parties agree that no certificate given shall be conclusive evidence of the faithful performance of the Contract, either in whole or in part, and that no payment shall be construed to be in acceptance of any defective Work or improper materials. Further, the certificate or final payment shall not terminate the Contractor's obligations under the warranty herein. The Contractor agrees that payment of the amount due under the Contract and the adjustments and payments due for any Work done in accordance with any alterations of the same, shall release the City, the City Council and its officers and employees from any and all claims or liability on account of Work performed under the Contract or any alteration thereof.

SECTION 4. CONTROL OF MATERIALS

4-1 GENERAL

The Contractor and all Subcontractors, suppliers, and vendors shall guarantee that the Work will meet all requirements of this Contract as to the quality of materials, equipment, and workmanship.

4-4 TESTING

Except as elsewhere specified, the City shall bear the cost of testing materials and workmanship that meet or exceed the requirements indicated in the Standard Specifications and the Special Provisions. The cost of all other tests, including the retesting of material or workmanship that fails to pass the first test, shall be borne by the Contractor.

4-6 TRADE NAMES

If the Contractor requests to substitute an equivalent item for a brand or trade name item, the burden of proof as to the comparative quality and suitability of alternative equipment or articles or materials shall be upon the Contractor, and the Contractor shall furnish, at its own expense, all information necessary or related thereto as required by the City Engineer. All requests for substitution shall be submitted, together with all documentation necessary for the City Engineer to determine equivalence, no later than five (5) Days after the award of Contract, unless a different deadline is listed in the Special Provisions.

SECTION 5. LEGAL RELATIONS AND RESPONSIBILITIES

5-3 LABOR

5-3.1 Public Work

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The Contractor acknowledges that the Project is a "public work" as defined in Labor Code Section 1720 *et seq.* ("Chapter 1"), and that the Project is subject to (a) Chapter 1, including without limitation Labor Code Section 1771 and (b) the rules and regulations established by the Director of Industrial Relations ("DIR") implementing such statutes. The Contractor shall perform all Work on the Project as a public work. The Contractor shall comply with and be bound by all the terms, rules and regulations described in (a) and (b) as though set forth in full herein.

5-3.2 Copies of Wage Rates

Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Project are on file at City Hall and will be made available to any interested party on request. By initiating any Work, the Contractor acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and the Contractor shall post such rates at each job site covered by these Contract Documents.

The Contractor shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The Contractor shall, as a penalty paid to the City, forfeit two hundred dollars ($200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any public work done pursuant to these Contract Documents by the Contractor or by any Subcontractor.

5-3.3 Payroll Records

The Contractor shall comply with and be bound by the provisions of Labor Code Section 1776, which requires the Contractor and each Subcontractor to (1) keep accurate payroll records and verify such records in writing under penalty of perjury, as specified in Section 1776, (2) certify and make such payroll records available for inspection as provided by Section 1776, and (3) inform the City of the location of the records. The Contractor has ten (10) days in which to comply subsequent to receipt of a written notice requesting these records, or as a penalty to the City, the Contractor shall forfeit one hundred dollars ($100) for each Day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due.

The Contractor and each Subcontractor shall comply with and be bound by the provisions of Labor Code Section 1771.4(a)(3), which requires that each Contractor and each Subcontractor shall furnish the records specified in Section 1776 directly to the Labor Commissioner at least monthly, in a format prescribed by the Labor Commissioner.

5-3.4 Hours of Labor

The Contractor acknowledges that eight (8) hours labor constitutes a legal day's work. The Contractor shall comply with and be bound by Labor Code Section 1810. The Contractor shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. The Contractor shall, as a penalty paid to the City, forfeit twenty-five dollars ($25) for each worker employed in the performance of the Project by the Contractor or by any Subcontractor for each calendar

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day during which such worker is required or permitted to work more than eight (8) hours in any one (1) calendar day and forty (40) hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code Section 1815, work performed by employees of the Contractor in excess of eight (8) hours per day, and forty (40) hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of eight (8) hours per day at not less than one and one-half (1-1/2) times the basic rate of pay.

5-3.5 Apprentices

The Contractor shall comply with and be bound by the provisions of Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Code of Regulations Title 8, Section 200 *et seq.* concerning the employment of apprentices on public works projects. The Contractor shall be responsible for compliance with these Sections for all apprenticeable occupations. Before commencing Work on the Project, the Contractor shall provide the City with a copy of the information submitted to any applicable apprenticeship program. Within sixty (60) Days after concluding Work, Contractor and each of its Subcontractors shall submit to the City a verified statement of the journeyman and apprentice hours performed under this Contract.

5-3.6 Debarment or Suspension

The Contractor shall not perform Work with any Subcontractor that has been debarred or suspended pursuant to California Labor Code Section 1777.1 or any other federal or State law providing for the debarment of contractors from public works. The Contractor and Subcontractors shall not be debarred or suspended throughout the duration of this Contract pursuant to Labor Code Section 1777.1 or any other federal or State law providing for the debarment of contractors from public works. If the Contractor or any Subcontractor becomes debarred or suspended during the duration of the Project, the Contractor shall immediately notify the City.

5-3.7 Registration with the DIR

In accordance with Labor Code Sections 1725.5 and 1771.1, no contractor or subcontractor shall be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, unless currently registered and qualified to perform public work pursuant to Section 1725.5.

5-3.8 Compliance Monitoring and Posting Job Sites

The Project is subject to compliance monitoring and enforcement by the DIR. The Contractor shall post job site notices, as prescribed by regulation.

5-3.9 Subcontractors

For every Subcontractor who will perform Work on the Project, the Contractor shall be responsible for such Subcontractor's compliance with Chapter 1 and Labor Code Sections 1860 and 3700, and the Contractor shall include in the written Contract between it and each Subcontractor a copy of the provisions in this Section 5-3 of the General Provisions and a requirement that each Subcontractor shall comply with those provisions. The Contractor shall be required to take all actions necessary to enforce

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such contractual provisions and ensure Subcontractor's compliance, including without limitation, conducting a periodic review of the certified payroll records of the Subcontractor and upon becoming aware of the failure of the Subcontractor to pay its workers the specified prevailing rate of wages. The Contractor shall diligently take corrective action to halt or rectify any failure.

5-3.10 Prevailing Wage Indemnity

To the maximum extent permitted by law, the Contractor shall indemnify, hold harmless and defend (at the Contractor's expense with counsel reasonably acceptable to the City) the City, its officials, officers, employees, agents and independent contractors serving in the role of City officials, and volunteers from and against any demand or claim for damages, compensation, fines, penalties or other amounts arising out of or incidental to any acts or omissions listed in Section 5-3 of the General Provisions by any Person (including the Contractor, its Subcontractors, and each of their officials, officers, employees and agents) in connection with any Work undertaken or in connection with the Contract Documents, including without limitation the payment of all consequential damages, attorneys' fees, and other related costs and expenses. All duties of the Contractor under this Section 5-3.10 shall survive expiration or termination of the Contract.

5-4 INSURANCE

5-4.1 General

The first paragraph of Section 5-4.1 of Part 1 of the Standard Specifications shall not be incorporated and shall instead be replaced with the following:

> The Contractor shall provide and maintain insurance naming the City, its elected and appointed officials, officers, employees, attorneys, agents, volunteers, and independent contractors in the role of City officials as insureds or additional insureds regardless of any inconsistent statement in the policy or any subsequent endorsement whether liability is attributable to the Contractor or the City. The insurance provisions shall not be construed to limit the Contractor's indemnity obligations contained in the Contract. The City shall not be liable for any accident, loss or damage to the Work prior to completion, except as otherwise specified in Section 6-5.

5-4.2 General Liability Insurance

The Contractor shall at all times during the term of the Contract carry, maintain, and keep in full force and effect the insurance referenced in Section 5-4 of Part 1 of the Standard Specifications, as modified below

5-4.2.1 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.

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5-4.2.2 Additional Insureds

The City, its elected and appointed officials, officers, employees, attorneys, agents, volunteers, and independent contractors in the role of City officials, shall be the insured or named as additional insureds covering the Work, regardless of any inconsistent statement in the policy or any subsequent endorsement, whether liability is attributable to the Contractor or the City.

5-4.2.3 No Limitation on Indemnity

The insurance provisions shall not be construed to limit the Contractor's indemnity obligations contained in these Contract Documents.

5-4.2.4 Replacement Insurance

The Contractor agrees that it will not cancel, reduce or otherwise modify the insurance coverage required by this Section 5-4 during the term of the Contract. The Contractor agrees that if it does not keep the required insurance in full force and effect, and such insurance is available at a reasonable cost, the City may take out the necessary insurance and pay the premium thereon, and the repayment thereof shall be deemed an obligation of the Contractor and the cost of such insurance may be deducted, at the option of the City, from payments due the Contractor. This shall be in addition to all other legal options available to the City to enforce the insurance requirements.

5-4.2.5 Certificates of Insurance with Original Endorsements

The Contractor shall submit to the City certificates of insurance with the original endorsements, both of which reference the same policy number, for each of the insurance policies that meet the insurance requirements, not less than one (1) day before beginning of performance under the Contract. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. Endorsements must be executed on forms titled approved by the City. The endorsements must specifically name the City of Banning and its elected and appointed officials, officers, employees, attorneys, agents, volunteers, and independent contractors in the role of City officials as insureds or additional insureds. Current insurance certificates and endorsements shall be kept on file with the City at all times during the term of this Contract. The City reserves the right to require complete, certified copies of all required insurance policies at any time.

5-4.2.6 Subcontractors

The Contractor shall require each of its Subcontractors that perform services under the Contract to maintain insurance coverage that meets all of the requirements of this Section 5-4.

5-4.2.7 Auto Liability

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

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performance of Services under this Agreement, Consultant shall obtain a non-owned auto endorsement to the Commercial General Liability policy.

5-4.2.8 Insurance Requirements not Limiting

If the Contractor maintains broader coverage and/or higher limits than the minimums required in this Section 5-4, the City requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City. No representation is made that the minimum insurance requirements of this Contract are sufficient to cover the obligations of the Contractor under this Contract.

5.7 SAFETY

5-7.8 Steel Plate Covers

5-7.8.1 General

The Contractor shall cover all openings, trenches and excavations at the end of each Work Day with steel plate covers.

Section 5-8 is hereby added to Section 5 of Part 1 of the Standard Specifications, as follows:

5-8 INDEMNIFICATION

The following indemnity provisions shall supersede the indemnity in Section 5-4.1 of the Standard Specifications.

5-8.1 Contractor's Duty

To the fullest extent permitted by law, the Contractor shall, at its sole cost and expense, defend, hold harmless and indemnify the City and its elected officials, officers, attorneys, agents, employees, 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, stop payment notices, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith and the payment of all consequential damages (collectively "Liabilities"), in law or 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 the Contractor, its officers, agents, servants, employees, Subcontractors, materialmen, contractors or their officers, agents, servants or employees (or any entity or individual for whom the Contractor bears legal liability) in the performance of the Contract, 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. The Contractor 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

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defense. The Contractor shall reimburse the Indemnitees for any and all legal expenses and costs incurred by Indemnitees in connection therewith. The City shall not be liable for any accident, loss, or damage to the Work prior to completion, except as otherwise specified in Section 6-5.

5-8.1.1 Taxes and Workers' Compensation

The Contractor shall pay all required taxes on amounts paid to the Contractor under the Contract, and indemnify and hold the City harmless from any and all taxes, assessments, penalties, and interest asserted against the City by reason of the independent contractor relationship created by the Contract. The Contractor shall fully comply with the Workers' Compensation law regarding the Contractor and the Contractor's employees. The Contractor shall indemnify and hold the City harmless from any failure of the Contractor to comply with applicable Workers' Compensation laws. The City may offset against the amount of any fees due to the Contractor under the Contract any amount due to the City from the Contractor as a result of the Contractor's failure to promptly pay to the City any reimbursement or indemnification arising under this Subsection 5-8.1.1.

5-8.1.2 Subcontractor Indemnity Agreements

The Contractor shall obtain executed indemnity agreements with provisions identical to those in this Section 5-8 from each and every Subcontractor or any other person or entity involved by, for, with or on behalf of the Contractor in the performance of the Contract. If the Contractor fails to obtain such indemnity obligations, the Contractor 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 the Contractor's Subcontractor, its officers, agents, servants, employees, subcontractors, materialmen, contractors, or their officers, agents, servants, or employees (or any entity or individual for whom the Contractor's Subcontractor bears legal liability) in the performance of the Contract, including the Indemnitees' active or passive negligence, except for Liabilities arising from the sole negligence or willful misconduct of the Indemnitees, as determined by final court decision or by the agreement of the parties.

5-8.2 Workers' Compensation Acts not Limiting

The Contractor's indemnifications and obligations under this Section 5-8, or any other provision of the Contract, shall not be limited by the provisions of any Workers' Compensation act or similar act. The Contractor expressly waives its statutory immunity under such statutes or laws as to the City, its officers, agents, employees, and volunteers.

5-8.3 Insurance Requirements not Limiting

The City does not, and shall not, waive any rights that it may possess against the Contractor because of the acceptance by the City, or the deposit with the City, of any insurance policy or certificate required pursuant to the Contract. The indemnities in this Section 5-8 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 the City.

5-8.4 Civil Code Exception

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Nothing in this Section 5-8 shall be construed to encompass Indemnitees' sole negligence or willful misconduct to the limited extent that the underlying Contract is subject to Civil Code Section 2782(a) or the City's active negligence to the limited extent that the underlying Contract Documents are subject to Civil Code Section 2782(b), provided such sole negligence, willful misconduct or active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction.

5-8.5 Nonwaiver of Rights

Indemnitees do not and shall not waive any rights that they may possess against the Contractor because the acceptance by the City, or the deposit with the City, of any insurance policy or certificate required pursuant to these Contract Documents. This indemnity provision is effective regardless of any prior, concurrent, or subsequent active or passive negligence by Indemnitees and shall operate to fully indemnify Indemnitees against any such negligence.

5-8.6 Waiver of Right of Subrogation

The Contractor, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees, while acting within the scope of their duties, from all Claims arising out of or incident to the activities or operations performed by or on behalf of the Contractor regardless of any prior, concurrent or subsequent active or passive negligence by Indemnitees.

5-8.7 Survival of Terms

The Contractor's indemnifications and obligations under this Section 5-8 shall survive the expiration or termination of the Contract, are intended to be as broad and inclusive as is permitted by the law of the State, and are in addition to any other rights or remedies that Indemnitees may have under the law. Payment is not required as a condition precedent to an Indemnitee's right to recover under this indemnity provision, and an entry of judgment against the Contractor shall be conclusive in favor of the Indemnitee's right to recover under this indemnity provision.

SECTION 6. PROSECUTION AND PROGRESS OF THE WORK

6-1 CONSTRUCTION SCHEDULE AND COMMENCEMENT OF THE WORK

6-1.1 Construction Schedule

One (1) week before the scheduled pre-construction meeting, the Contractor must submit to the City Engineer for review and approval the construction schedule required by the first paragraph of Section 6-1.1. The Contractor shall make revisions as required by the City Engineer. The schedule must account for all subcontract work, as well as the work of the Contractor, submittals, coordination with the other contractors performing concurrent work and the Traffic Control Plan. The Contractor shall update this Construction Schedule when directed by the City Engineer, or when:

a. A Change Order significantly affects the Contract completion date or the sequence of construction approach or activities; or

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b. The actual sequence of the Work, or the planned sequence of the Work, is changed and does not conform to the Contractor's current accepted Project construction schedule.

The Contractor shall submit an updated construction schedule with its monthly invoice every month. Progress payments shall be contingent upon the receipt of monthly updated construction schedules.

6-1.1.1 Pre-Construction Conference

Approximately One (1) week before the commencement of Work at the site, a pre-construction conference will be held at the City and shall be attended by the Contractor's Project manager, its on-site field superintendent, and any Subcontractors that the Contractor deems appropriate. Attendance by the Contractor and any Subcontractors designated is mandatory.

Contractor shall submit its twenty-four (24) hour emergency telephone numbers to the City Engineer for approval a minimum of One (1) week before the pre-construction conference. Unless previously submitted to the City Engineer, the Contractor shall bring to the pre-construction conference copies of each of the following:

1) Construction Schedule.

2) Procurement schedule of major equipment and materials and items requiring long lead time.

3) Shop drawing/sample submittal schedule.

4) Preliminary schedule of values (lump sum price breakdown) for progress payment purposes.

5) Written designation of the on-site field superintendent and the Project manager. Both daytime and emergency telephone numbers shall be included in the written designation.

The purpose of the conference is to designate responsible personnel and establish a working relationship. The parties will discuss matters requiring coordination and establish procedures for handling such matters. The complete agenda will be furnished to the Contractor before the meeting date. The Contractor shall be prepared to discuss all of the items listed below.

1) The Contractor's construction schedule.

2) Notification of local residents before starting any Work and keeping them informed throughout the Project.

3) Procedures for transmittal, review, and distribution of the Contractor's submittals.

4) Processing applications for payment.

5) Maintaining record documents.

6) Critical Work sequencing.

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7) Maintaining sewage service during construction, including proposed by-passes.

8) NPDES requirements, if any.

9) Field decisions and Change Orders.

10) Use of Project site, office and storage areas, security, housekeeping, and the City's needs.

11) Major equipment deliveries and priorities.

12) Traffic control.

13) Any other item that the City representative states is relevant to the meeting.

6-1.1.2 Weekly Progress Meetings

Progress meetings will be held each week during the course of the Project. The meeting location, day of the week and time of day will be mutually agreed to by the City and the Contractor. The Contractor shall provide a two (2) week "look ahead" schedule for each meeting. The construction manager will preside at these meetings and will prepare the meeting agenda, meeting minutes and will distribute minutes to all persons in attendance. As the Work progresses, if it is determined by agreement of the attendees, that weekly meetings are not necessary, the weekly progress meetings may be changed to bi-weekly progress meetings.

6-1.2 Commencement of the Work

The Contractor shall not begin any construction activity at the site before the issuance of the Notice to Proceed. Any Work that is done by the Contractor in advance of the Notice to Proceed shall be considered as being done at the Contractor's own risk and responsibility, and as a consequence will be subject to rejection.

Section 6-1.3 is hereby added to Section 6 of Part 1 of the Standard Specifications, as follows:

6-1.3 Working Days And Hours

The Contractor shall do all Work between the hours of 7:00 a.m. to 5:00 p.m., Monday through Friday. No Work will be allowed on Saturday or Sunday or City holidays, which are as follows: New Year's Day, Martin Luther King Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Day After Thanksgiving, Christmas Eve Day, Christmas Day, and New Year's Eve. In addition, no Work will be allowed on any special election Day that may be declared. Should a special election be declared, a time extension of one (1) Working Day will be granted for each such Day.

A permit may have other hours or Days for the Contractor to do the Work, and those hours and Days shall supersede any hours and Days written in this Section.

Whenever the Contractor is permitted or directed to perform night Work or to vary the period during which Work is performed during the Working Day, the Contractor shall give twenty-four (24) hours' notice to the City Engineer so that inspection may be provided. A charge may be made to the Contractor for approved overtime or weekend inspections requested by the Contractor.

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6-4 DELAYS AND EXTENSIONS OF TIME

6-4.1 General.

Unless otherwise agreed in writing, an adjustment to the Contract time by reason of a Change Order shall be agreed to at the time the Change Order is issued and accepted by Contractor. If the Change Order does not reserve the right of the parties, or either of them, to seek an adjustment to the Contract time, then the parties forever relinquish and waive such right and there shall be no further adjustments to the Contract time.

No extension of time will be granted for any event, including pandemics, leading to the issuance of a "stay at home" or similar kind of order by any local, State, or federal governmental authority, if the Work has been deemed, either by emergency order or proclamation, or operation of law, to be an essential service that is exempt from such stay at home or similar order.

6-4.2 Extensions of Time

In the event it is deemed appropriate by the City to extend the time for completion of the Work, any such extension shall not release any guarantee for the Work required by the Contract Documents, nor shall any such extension of time relieve or release the Sureties on the Bonds executed. In executing such Bonds, the Sureties shall be deemed to have expressly agreed to any such extensions of time. The amount of time allowed by an extension of time shall be limited to the period of the delay giving rise to the same as determined by the City. Notwithstanding any dispute which may arise in connection with a claim for adjustment of the Contract time, the Contractor shall promptly proceed with the Work.

6-4.3 Payment for Delays

Notwithstanding any other terms and conditions of the Contract Documents, the City shall have no obligation whatsoever to increase the Contract Price or extend the time for delays.

Unless compensation and/or markup is agreed upon by the City, the Contractor agrees that no payment of compensation of any kind shall be made to the Contractor for damages or increased overhead costs caused by any delays in the progress of the Contract, whether such delays are avoidable or unavoidable or caused by any act or omission of the City or its agents. Any accepted delay claim shall be fully compensated for by an extension of time to complete the performance of the Work.

This Section shall not apply to compensable delays caused solely by the City. If a compensable delay is caused solely by the City, the Contractor shall be entitled to a Change Order that: (1) extends the time for completion of the Contract by the amount of delay caused by the City; and (2) provides equitable adjustment, as determined by the City, to the Contractor.

6-8 TERMINATION OF THE CONTRACT FOR CONVENIENCE

The following sentence is added to Section 6-8:

In no event (including termination for impossibility or impracticability, due to conditions or events beyond the control of the City, for any other reason or for no reason) shall the total amount of money to

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Contractor exceed the amount which would have been paid to Contractor for the full performance of the services described in the Contract.

6-9 LIQUIDATED DAMAGES

Section 6-9 of Part 1 of the Standard Specifications shall not be incorporated and shall instead be replaced with the following:

Failure of the Contractor to complete the Work within the time allowed will result in damages being sustained by the City. Such damages are, and will continue to be, impractical and extremely difficult to determine. For each consecutive calendar day in excess of the time specified for completion of the Work, as adjusted in accordance with 6-4, the Contractor shall pay to the City, or have withheld from moneys due the Contractor, the sum of $750.00.

Execution of the Contract shall constitute agreement by the City and the Contractor that $750.00 per Day is the minimum value of the costs and actual damage caused by the failure of the Contractor to complete the Work within the allotted time. Such sum is liquidated damages and shall not be construed as a penalty, and may be deducted from payments due the Contractor if such delay occurs.

For the purposes of the calculation of the start of the liquidated damages, the Work shall be deemed to be completed when the same has been completed in accordance with the Plans and Specifications therefor and to the satisfaction of the City Engineer, and the City Engineer has certified such completion in accordance with Section 3-13.1 of Part 1 of the Standard Specifications.

SECTION 7. MEASUREMENT AND PAYMENT

7.3 PAYMENT

7.3.1 General

The unit and lump sum prices to be paid shall constitute full compensation for all labor, equipment, materials, tools and incidentals required to complete the Project as outlined in these Contract Documents and as directed by the City Engineer. In accordance with Public Contract Code Section 7107, if no claims have been filed and are still pending, the amount deducted from the final estimate and retained by the City will be paid to the Contractor except such amounts as are required by law to be withheld by properly executed and filed notices to stop payment, or as may be withheld for any other lawful purposes.

7-3.2 Partial and Final Payment

7-3.2.1 Monthly Closure Date and Invoice Date

For purposes of Section 7-3.2, the monthly closure date shall be the last Day of each month. A measurement of Work performed and a progress estimate of the value thereof based on the Contract and of the monthly payment shall be prepared by the Contractor and submitted to the City Engineer before the tenth (10th) Day of the following month for verification and payment consideration.

7-3.2.2 Payments

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The City shall make payments within thirty (30) Days after receipt of the Contractor's undisputed and properly submitted payment request, including an updated construction schedule pursuant to Section 6-1.1 of the General Provisions. The City shall return to the Contractor any payment request determined not to be a proper payment request as soon as practicable, but not later than seven (7) Days after receipt, and shall explain in writing the reasons why the payment request is not proper.

7-3.2.3 Retention

The City shall withhold not less than five percent (5%) from each progress payment. However, at any time after fifty percent (50%) of the Work has been completed, if the City Council finds that satisfactory progress is being made, it may, at its discretion, make any of the remaining progress payments in full for actual Work completed. The City shall withhold not less than five percent (5%) of the Contract Price from the Final Payment Amount (defined in Section 7-3.2.4) until at least thirty-five (35) days after recordation of the Notice of Completion, or recordation of a notice of acceptance or cessation, but not later than the period permitted by Public Contract Code Section 7107.

7-3.2.4 Final Invoice and Payment

Whenever the Contractor shall have completely performed the Contract in the opinion of the City Engineer, the City Engineer shall notify the City Clerk that the Contract has been completed in its entirety. The Contractor shall then submit to the City Engineer a written statement of the final quantities of Contract items for inclusion in the final invoice. Upon receipt of such statement, the City Engineer shall check the quantities included therein and shall authorize a payment amount, which in the City Engineer's opinion shall be just and fair, covering the value of the total amount of Work done by the Contractor, less all previous payments and all amounts to be retained under the provisions of the Contract Documents ("Final Payment Amount"). The City Engineer shall then request that the City accept the Work and that the City Clerk be authorized to file, on behalf of the City in the office of the County Recorder, a Notice of Completion of the Work herein agreed to be done by the Contractor. In addition, the final payment will not be released until the Contractor returns the control set of Plans and Specifications showing the redlined as-built conditions.

7-3.2.5 Substitute Security

In accordance with Public Contract Code Section 22300, the Contractor may request that it be permitted to substitute securities in lieu of having retention withheld by the City from progress payments when such payments become due or, in the alternative, the Contractor may request that the City make payments of earned retentions directly to an agreed upon designated escrow agent at the Contractor's expense. If the Contractor selects either one of these alternatives, the following shall control.

7.3.2.5.1 Substitution of Securities for Performance Retention

At some reasonable time before any progress payment would otherwise be due and payable to the Contractor in the performance of Work under these Contract Documents, the Contractor may submit a request to the City in writing to permit the substitution of retentions with securities equivalent to the amount estimated by the City ("estimated amount of retention") to be withheld. The Contractor shall deposit such securities with the City or may, in the alternative, deposit such securities in escrow with a

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State or federally chartered bank in California, as the escrow agent, at the Contractor's expense. Such securities will be the equivalent or greater in value of the estimated amount of retention. If the Contract is modified by written Modifications or Change Orders or the Contractor otherwise becomes entitled to receive an amount more than the Contract Price at the time the securities are deposited, the Contractor shall, at the request of the City, deposit with the City or escrow agent, whichever is applicable, additional securities within a reasonable time so that the amount of securities on deposit with the City or escrow agent is equivalent or greater in value than the amount of retention the City would otherwise be entitled to withhold from progress payments due or to become due to the Contractor as the Work progresses. The City shall withhold any retention amount that exceeds the security amount until the additional securities are deposited and, if the deposit is with an escrow agent, the City has confirmation from that escrow agent of the new total value of securities. Upon satisfactory completion of the Contract, which shall mean, among other things, that the City is not otherwise entitled to retain proceeds from progress payments as elsewhere provided in the Contract or under applicable law, the securities shall be returned to the Contractor. The City shall, within its sole discretion, determine whether the amount of the securities on deposit with the City or escrow agent is equal to or greater than the amount of estimated retention of progress payments that could otherwise be held by the City if the Contractor had not elected to substitute same with securities.

7-3.2.5.2 Deposit of Retention Proceeds with an Escrow Agent

As an alternative to the substitution of securities, as provided above, or the City otherwise retaining and holding retention proceeds from progress payments, the Contractor may request the City to make payments of retentions earned directly to an escrow agent with the same qualifications as required in Section 7-3.2.5.1 above and at the expense of the Contractor. At its sole expense, the Contractor may direct the investment of such retention payments into only such securities as mentioned in Section 7-3.2.5.4 below and shall be entitled to interest earned on such investments on the same terms provided for securities deposited by the Contractor. Upon satisfactory completion of the Contract, which shall mean when the City would not otherwise be entitled to withhold retention proceeds from progress payments had the Contractor not elected to have such proceeds deposited into escrow, the Contractor shall be allowed to receive from the escrow agent all securities, interest and payments deposited into escrow pursuant to the terms of this Section. The Contractor shall pay to each Subcontractor, not later than ten (10) Days of receipt of payment, the respective amount of interest earned, net of costs attributed to retention withheld from each Subcontractor, on the amount withheld to ensure performance of the Contractor.

7-3.2.5.3 Subcontractor Entitlement to Interest

If the Contractor elects to receive interest on any moneys withheld in retention by the City, then the Subcontractor shall receive the identical rate of interest received by the Contractor on any retention moneys withheld from the Subcontractor by the Contractor, less any actual pro rata costs associated with administering and calculating that interest. In the event that the interest rate is a fluctuating rate, the rate for the Subcontractor shall be determined by calculating the interest rate paid during the time that retentions were withheld from the Subcontractor. If the Contractor elects to substitute securities in lieu of retention, then, by mutual consent of the Contractor and the Subcontractor, the Subcontractor may substitute securities in exchange for the release of moneys held in retention by the Contractor. The

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Contractor shall pay each Subcontractor, not later than ten (10) Days after receipt of escrow moneys, the amount owed to each Subcontractor from the moneys plus the respective amount of interest earned, net of costs attributed to the retention held from each Subcontractor, on the amount of retention withheld to ensure performance of the Subcontractor.

7-3.2.5.4 Securities Eligible for Investment

Securities eligible for investment shall include those listed in Government Code Section 16430, bank or savings and loan certificates of deposit, interest-bearing demand deposit accounts, standby letters of credit, or any other security mutually agreed upon between the Contractor and the City. The Contractor shall be the beneficial owner of any securities substituted for any monies withheld and shall receive any interest thereon.

7-3.2.5.5 Escrow Agreement for Security Deposits in Lieu of Retention

The escrow agreement that shall be used for the deposit of securities in lieu of retention shall substantially conform to the form prescribed in Public Contract Code Section 22300(f).

7-3.2.5.6 Inconsistencies with Prevailing Statutory Requirements

If there is any inconsistency between or differences in Public Contract Code Section 22300 and the terms of this provision, or any future amendments thereto, Section 22300 shall control.

Section 7-3.9 is hereby added to Section 7-3 of Part 1 of the Standard Specifications, as follows:

7-3.9 Audit

The City or its representative shall have the option of inspecting and/or auditing all records and other written materials used by the Contractor in preparing its billings to the City as a condition precedent to any payment to the Contractor or in response to a construction claim or a Public Records Act (Government Code Section 6250 *et seq.*) request. The Contractor will promptly furnish documents requested by the City at no cost. Additionally, the Contractor shall be subject to State Auditor examination and audit at the request of the City or as part of any audit of the City, for a period of three (3) years after final payment under the Contract. The Contractor shall include a copy of this Section 7-3.9 in all contracts with its Subcontractors, and the Contractor shall be responsible for immediately obtaining those records or other written material from its Subcontractors upon a request by the State Auditor or the City. If the Project includes other auditing requirements, those additional requirements will be listed in the Special Provisions.

SECTION 8 FACILITIES FOR AGENCY PERSONNEL

8-1 GENERAL

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No field offices for City personnel shall be required; however, City personnel shall have the right to enter upon the Project at all times and shall be admitted to the offices of the Contractor to use the telephone, desk and sanitary facilities provided by the Contractor for its own personnel.

Section 9 is hereby added to Part 1 of the Standard Specifications, as follows:

SECTION 9. ADDITIONAL TERMS

9-1 NONDISCRIMINATORY EMPLOYMENT

The Contractor shall not unlawfully discriminate against any individual based on race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation or military and veteran status. The Contractor understands and agrees that it is bound by and will comply with the nondiscrimination mandates of all statutes and local ordinances and regulations.

9-3 CONTRACTOR'S RESPONSIBILITY FOR WORK

Until the final acceptance of the Work by the City Council in accordance with Section 3-13.2 of the General Provisions, the Contractor shall have the charge and care thereof and shall bear the risk of injury or damage to any part of the Work by the action of the elements, criminal acts, or any other cause. The Contractor shall rebuild, repair, restore and make good all injuries or damages to any portion of the Work occasioned by any cause before its completion and acceptance and shall bear the expense thereof, except for such injuries or damages arising from the sole negligence or willful misconduct of the City, its officers, agents or employees. In the case of suspension of Work from any cause whatever, the Contractor shall be responsible for all materials and the protection of Work already completed, shall properly store and protect them if necessary, and shall provide suitable drainage and erect temporary structures where necessary.

9-4 PROCEDURE IN CASE OF DAMAGE TO PUBLIC PROPERTY

Any portions of curb, gutter, sidewalk or any other City improvement damaged by the Contractor during the course of construction shall be replaced by the Contractor at its own cost. The cost of additional replacement of curb, gutter or sidewalk in excess of the estimated quantities shown in the Bid form and Specifications, and found necessary during the process of construction (but not due to damage resulting from carelessness on the part of the Contractor during its operation), shall be paid to the Contractor at the unit prices submitted in the Contractor's Bid.

9-5 REMOVAL OF INTERFERING OBSTRUCTIONS

The Contractor shall remove and dispose of all debris, abandoned structures, tree roots and obstructions of any character encountered during the process of excavation. It is understood that the cost of any such removals are made a part of the unit price bid by the Contractor under the item for excavation or removal of existing Work.

9-6 SOILS ENGINEERING AND TESTING

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A certified materials testing firm may be retained by the City to perform materials tests during the Contractor's entire operation to ascertain compliance with the Contract requirements. The City shall be responsible for the first series of tests. If the initial tests do not meet the Contract requirements, the Contractor shall bear the cost of all subsequent tests.

If the City requires other tests or more specific requirements for testing regarding this Project, those details will be included in the Special Provisions.

9-7 ACCESS TO PRIVATE PROPERTY

Unless otherwise stated in the Special Provisions, the Contractor shall be responsible for all fees and costs associated with securing permission to access private property for any portion of the Project.

9-9 CLAIM DISPUTE RESOLUTION

In the event of any dispute or controversy with the City over any matter whatsoever, the Contractor shall not cause any delay or cessation in or of Work, but shall proceed with the performance of the Work in dispute. The Contractor shall retain any and all rights provided that pertain to the resolution of disputes and protests between the parties. The Disputed Work will be categorized as an "unresolved dispute" and payment, if any, shall be as later determined by mutual agreement or a court of law. The Contractor shall keep accurate, detailed records of all Disputed Work, claims and other disputed matters.

All claims arising out of or related to the Contract Documents or this Project, and the consideration and payment of such claims, are subject to Public Contract Code Section 9204 and Public Contract Code Section 20104 *et seq.* (Article 1.5), where applicable. This Contract hereby incorporates those provisions as though fully set forth herein. For purposes of this Section, "claim" means a separate demand by the Contractor sent by registered mail or certified mail with return receipt requested, for (i) a time extension, including, without limitation, for relief from damages or penalties for delay assessed by the City, (ii) payment by the City of money or damages arising from work done by, or on behalf of, the Contractor pursuant to the Contract Documents, payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled, or (iii) payment of an amount that is disputed by the City. The Contractor or any subcontractor must file a claim in accordance with Section 9204 and Article 1.5 (if applicable), and must then adhere to Section 9204 and Article 1.5 (as applicable).

In addition to compliance with Public Contract Code Section 9204 and Article 1.5, filing a claim in accordance with the Government Claims Act (Government Code Section 810 *et seq.*) is a prerequisite to filing any lawsuit against the City relating to this Contract.

9-10 THIRD PARTY CLAIMS

The City shall have full authority to compromise or otherwise settle any claim relating to the Project at any time. The City shall timely notify the Contractor of the receipt of any third-party claim relating to the Project. The City shall be entitled to recover its reasonable costs incurred in providing this notice.

9-11 COMPLIANCE WITH LAWS

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The Contractor shall comply with all applicable federal, State and local laws, ordinances, codes and regulations in force at the time the Contractor performs pursuant to the Contract Documents.

9-12 REQUIREMENT TO MITIGATE THE SPREAD OF COVID-19

The Contractor and all Subcontractors for the Work shall comply with all applicable Federal, State, Los Angeles County, and City statutes, regulations, orders, and ordinances regarding COVID-19 Infection Prevention. This requirement specifically includes, without limitation, compliance with the "Safety and Health Guidance COVID-19 Infection Prevention in Construction" issued by the California Department of Industrial Relations, Division of Occupational Safety and Health and Safety on October 27, 2020, and as may be amended from time to time by the Department.

Prior to the pre-construction meeting, the Contractor shall submit to the City a "COVID-19 Mitigation Program" implementing these requirements and shall post the COVID-19 Mitigation Program on the Project site in a manner designated by the City's Project Manager. The failure of employees or workers of the Contractor and all Subcontractors on the Work to comply with these requirements shall be a default per Section 6-7.1, and may also result in a suspension of the Work pursuant to Section 6-6. Contractor acknowledges that, in the event that the Engineer suspends the Work as a result of such failure by the Contractor or one of its Subcontractors to comply with these requirements, the City is not responsible for the delay, and that pursuant to Section 6-6.1 the Contractor is not entitled to compensation. The Contractor shall also pay to the City the costs and expenses incurred by the City resulting from the failure of employees of the Contractor and all Subcontractors on the Work to comply with these requirements including, but not limited to, the salaries and benefits for City employees who are unable to work due to exposure to COVID-19 as a result of such failure, and workers' compensation benefits and expenses. Delays in the Work resulting from the Contractor's or its Subcontractor's failure to comply with these regulations shall not be considered an unforeseen event entitling the Contractor to an extension of time or payment for delay pursuant to Section 6-4 of the Standard Specifications.

9-13 CONTRACTOR'S REPRESENTATIONS

By signing the Contract, the Contractor represents, covenants, agrees, and declares under penalty of perjury under the laws of the State of California that: (a) the Contractor is licensed, qualified, and capable of furnishing the labor, materials, and expertise necessary to perform the services in accordance with the terms and conditions set forth in the Contract Documents; (b) there are no obligations, commitments, or impediments of any kind that will limit or prevent its full performance under the Contract Documents; (c) there is no litigation pending against the Contractor that could adversely affect its performance of the Contract, and the Contractor is not the subject of any criminal investigation or proceeding; and (d) to the Contractor's actual knowledge, neither the Contractor nor its personnel have been convicted of a felony.

9-14 CONFLICTS OF INTEREST

The Contractor agrees not to accept any employment or representation during the term of the Contract or within twelve (12) months after acceptance as defined in Section 3-13.2 of the General Provisions that is or may likely make the Contractor "financially interested," as provided in Government Code Sections 1090 and 87100, in any decisions made by the City on any matter in connection with which the Contractor has been retained pursuant to the Contract Documents.

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9-15 APPLICABLE LAW

The validity, interpretation, and performance of these Contract Documents shall be controlled by and construed under the laws of the State of California, excluding California's choice of law rules. Venue for any such action relating to the Contract shall be in Superior Court with geographic jurisdiction over the City.

9-16 TIME

Time is of the essence in these Contract Documents.

9-17 INDEPENDENT CONTRACTOR

The Contractor and Subcontractors shall at all times remain, as to the City, wholly independent contractors. Neither the City nor any of its officials, officers, employees or agents shall have control over the conduct of the Contractor, Subcontractors, or any of their officers, employees, or agents, except as herein set forth, and the Contractor and Subcontractors are free to dispose of all portions of their time and activities that they are not obligated to devote to the City in such a manner and to such Persons that the Contractor or Subcontractors wish except as expressly provided in these Contract Documents. The Contractor and Subcontractors shall have no power to incur any debt, obligation, or liability on behalf of the City, bind the City in any manner, or otherwise act on behalf of the City as agents. The Contractor and Subcontractors shall not, at any time or in any manner, represent that they or any of their agents, servants or employees, are in any manner agents, servants or employees of the City. The Contractor and Subcontractors agree to pay all required taxes on amounts paid to them under the Contract, and to indemnify and hold the City harmless from any and all taxes, assessments, penalties, and interest asserted against the City by reason of the independent contractor relationship created by the Contract Documents. The Contractor shall include this provision in all contracts with all Subcontractors.

9-18 CONSTRUCTION

In the event of any asserted ambiguity in, or dispute regarding the interpretation of any matter herein, the interpretation of these Contract Documents shall not be resolved by any rules of interpretation providing for interpretation against the party who causes the uncertainty to exist or against the party who drafted the Contract Documents or who drafted that portion of the Contract Documents.

9-19 NON-WAIVER OF TERMS, RIGHTS AND REMEDIES

Waiver by either party of any one (1) or more of the conditions of performance under these Contract Documents shall not be a waiver of any other condition of performance under these Contract Documents. In no event shall the making by the City of any payment to the Contractor constitute or be construed as a waiver by the City of any breach of covenant, or any default that may then exist on the part of the Contractor, and the making of any such payment by the City shall in no way impair or prejudice any right or remedy available to the City with regard to such breach or default.

9-20 TERM

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The Contract is effective as of the Effective Date listed, and shall remain in full force and effect until the Contractor has fully rendered the services required by the Contract Documents or the Contract has been otherwise terminated by the City. However, some provisions may survive the term listed within this Section, as stated in those provisions.

9-21 NOTICE

Except as otherwise required by law, any notice or other communication authorized or required by these Contract Documents shall be in writing and shall be deemed received on (a) the day of delivery if delivered by hand or overnight courier service during the City's regular business hours or (b) on the third (3rd) business day following deposit in the United States mail, postage prepaid, to the addresses listed on the Contractor's Bid and City Hall, or at such other address as one party may notify the other.

9-22 SEVERABILITY

If any term or portion of these Contract Documents is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of these Contract Documents shall continue in full force and effect.

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SPECIAL PROVISIONS

The Sections that follow supplement, but do not replace, the corresponding provisions in Part 3 (Construction Methods) and 4 (Existing Improvements) of the Standard Specifications, except as otherwise indicated herein. In the event of any conflict between the Standard Specifications and these Special Provisions, these Special Provisions shall control.

SECTION 306 - OPEN TRENCH CONDUIT CONSTRUCTION

306-3.1 GENERAL

Pursuant to Public Contract Code Section 7104, if the project involves trenching more than four (4) feet deep, the Contractor shall promptly and before the following conditions are disturbed notify the City in writing of any:

a. Material that the Contractor believes may be material that is hazardous waste, as defined in California Health and Safety Code Section 25117, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law; and/or

b. Subsurface or latent physical conditions at the site differing from those indicated; and/or

c. Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract.

The City shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the Work shall issue a change order under the procedures described in the Contract. In the event that a dispute arises between the City and the Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the Work, the Contractor shall not be excused from any scheduled completion date provided for by the Contract, but shall proceed with all work to be performed under the Contract. The Contractor shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the parties.

As required by Labor Code Section 6705 and in addition thereto, whenever work under the Contract that involves an estimated expenditure in excess of twenty-five thousand dollars ($25,000) for the excavation of any trench or trenches five (5) feet or more in depth, the Contractor shall submit for acceptance by the City in advance of excavation, a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If such plan varies from the shoring system standards established by the Construction Safety Orders of the Division of Industrial Safety, the plan shall be prepared by a registered civil or structural engineer employed by the Contractor, and all costs therefor shall be included in the price of the Contract. Nothing in this provision shall be deemed to allow the use of a shoring, sloping, or other protective system less effective than that required by the Construction Safety Orders. Nothing in this

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provision shall be construed to impose tort liability on the City or on any City officer, agent, Contractor, representative, or employee. All plans, processing and shoring costs are the Contractor's responsibility and must be included in the Contractor's bid.

SECTION 400 - PROTECTION AND RESTORATION

400-1 GENERAL

All costs to the Contractor for protecting, removing, restoring, relocating, repairing, replacing, or reestablishing existing improvements shall be included in the Bid.

SECTION 402 - UTILITIES

402-1 LOCATION

Except as shown in the Plans or specified in the Special Provisions, the location and existence of underground utilities or substructures has not been obtained. Subject to Government Code Section 4215, the methods used and costs involved to locate existing elements, points of connection and all construction methods are the Contractor's sole responsibility. Accuracy of information furnished, as to existing conditions, is not guaranteed by the City. The Contractor, at its sole expense, must make all investigations necessary to determine locations of existing elements, which may include contacting Underground Service Alert and other private underground locating firm(s), utilizing specialized locating equipment, hand trenching, or both. For every Dig Alert Identification Number issued by Underground Service Alert during the course of the Project, the Contractor must submit to the City the following form. The Contractor shall be responsible for preserving the integrity of the existing underground utilities at the site.

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UNDERGROUND SERVICE ALERT IDENTIFICATION NUMBER FORM

No excavation will be permitted until this form is completed and returned to the City.

Government Code Section 4216 *et seq*. requires a Dig Alert Identification Number to be issued before a permit to excavate will be valid.

To obtain a Dig Alert Identification Number, call Underground Service Alert at **811** a minimum of three (3) Working Days before scheduled excavation. For best response, provide as much notice as possible up to ten (10) Working Days.

Dig Alert Identification Number: _____

Dated: _____ _____

("CONTRACTOR")

By: _____

Printed Name: _____

Title: _____

By: _____

Printed Name: _____

Title: _____

Note: This form is required for every Dig Alert Identification Number issued by Underground Service during the course of the Work. Additional forms may be obtained from the City upon request.

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402-1.3 Entry by Utility Owners

The right is reserved to the owners of public Utilities or franchises to enter the Project site for the purpose of making repairs or changes in their property that may be necessary as a result of the Work as well as any other reason authorized by the City. When the Contract Documents provide for the Utility owners to alter, relocate or reconstruct a Utility, or when the Contract Documents are silent in this regard and it is determined by the City Engineer that the Utility owners must alter, relocate or reconstruct a Utility, the Contractor shall schedule and allow adequate time for those alterations, relocations or reconstructions by the respective Utility owners. City employees and agents shall likewise have the right to enter upon the Project site at any time and for any reason or no reason at all.

402-2 PROTECTION

If Contractor damages or breaks the Utilities, it will be the Contractor's responsibility to repair the Utility at no cost to the Utility or the City.

402-3 REMOVAL

Facilities encountered during the prosecution of the Work that are determined to be abandoned shall be removed by the Contractor as required for the Work, unless directed otherwise by the City Engineer. The remaining portion of the existing Utility which is left in place shall be accurately recorded, in elevation and plan, on the control set of Contract Drawings.

402-4 RELOCATION

The Contractor shall cooperate fully with all Utility forces of the City or forces of other public or private agencies engaged in the relocation, altering, or otherwise rearranging of any facilities that interfere with the progress of the Work. The Contractor shall schedule the Work so as to minimize interference with the relocation, altering, or other rearranging of facilities.

402-6 COOPERATION

The Contractor's attention is directed to the fact that Work may be conducted at or adjacent to the site by other contractors during the performance of the Work under this Contract. The Contractor shall conduct its operations so as to cause a minimum of interference with the work of such other contractors, and shall cooperate fully with such contractors to provide continued safe access to their respective portions of the site, as required to perform work under their respective contracts. Compensation for compliance shall be included in the various items of the Work, and no additional compensation shall be allowed therefor.

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402-7 NOTIFICATION

The Contractor shall notify the City Engineer and the owners of all Utilities and substructures not less than forty-eight (48) hours before starting construction. The following list of names and telephone numbers is intended for the convenience of the Contractor and is not guaranteed to be complete or accurate:

Agency: City of Banning

Phone Number: 951.922.3286

Contact Person: Carl Szoyka

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Date: 6/20/2025

To: City of Banning
99 E Ramsey St, Banning, CA 92220
Repplier Park
749 N San Gorgonio Ave, Banning, CA 92220

Ruben Macias
Public Works Supervisor

cc: **Dave Brown**
Executive General Adjuster
McLarens

From: **Mark Denny Jr.**
Executive Project Director
ATI Restoration

Don Gibson
Senior Business Development Manager
ATI Restoration

Re: **Repplier Park – 4000 sq. ft. Fire Damaged Bldg. – Demolition & Abatement**

ATI viewed the fire damages located at 749 N San Gorgonio Ave, Banning, CA 92220. Dave Brown with McLarens ("Client") requested the site inspection.

The following information is a review of the necessary services required for stabilizing the structure and contents to its pre-loss condition. Please note the below referenced Scope of Work (the "Work") is based upon preliminary investigation only. As additional items become apparent the scope and critical path will change. All parties will be advised of any deviation to the Scope of Work and agreed to adjustments will be made.

General Items:

1. ATI shall possess and furnish all necessary equipment, materials, and labor to adequately perform the specified services in this scope letter.
2. ATI shall have in its possession, a documented asbestos survey BEFORE the Work commences on any project demolition, removal of previously demolished debris (created by ATI or any other entity) or bagging of any possible ACM containing material/ debris. OSHA Code of Federal Regulations **1926.1101(F) (2)** provides **Initial Exposure Assessment** knowingly or unknowingly.
3. ATI shall maintain a copy of all current MSDS documentation and safety certifications at the site at all times, as well as comply with all other site documentation requirements of applicable OSHA programs and this specification

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Scope of Work:

The following material is presented in an order that ensures all affected areas are properly addressed from a procedural point of view. The sequence of events, in which these procedures will be performed, is discussed later in this Scope of Work under Critical Path Management Program (CPM). The Scope of Work is broken into the following general areas of concern.

- ATI will provide any and all Consumables/Equipment to complete the demolition and abatement per the provided Procedure 5 work plan.
- ATI will require all employees to sign in/out logs before entering or exiting the property
- ATI will hold and log On-site Safety meetings on a daily basis
- ATI employees will be properly supervised with a management to technician of approximately: (1) Manager to (10) Technicians
- ATI proposes to run crews on an 8-hour basis, Mon-Fri except for holidays:
    - ***Each shift will consist of:***
        - (1) Project Manager
        - (10) Abatement Laborers - Day Shift
        - (4) Demolition Laborers - Day Shift

      Please note that ATI will scale up or scale down as requested by customer's priorities.
- ATI proposes to complete the restoration work in max of 25 working days. (3 weeks abatement, 2 weeks demolition)
- ATI will provide continual dumpster rotation to ensure debris is disposed of in a timely manner
- ATI will work with the client or their assigned representatives to address any special needs that need to be prioritized
- ATI will provide a certificate of insurance with the client's named as additional insured

==========

Overview of Damage:

Abatement and Demolition of 4000 sq. ft. Building at Repplier Park:

- Labor Considerations
    - All labor provided to be performed during normal working hours 8am-5pm, Mon-Friday
    - All labor provided per CA State - San Bernardino County prevailing wage rates for demolition/abatement laborer
- Procedure 5 Abatement Work Plan and Foundation Demolition
    - Provide temp fencing, temp power, water, and temp toilets/hand wash stations.
    - Notify AQMD and pay associated notification fee and demolition permit.
    - Using a DOSH certified contractor, mechanically knock down the standing structure to "make safe".
    - Remove the entire structure including wood beams, roofing, and other materials to be bagged and loaded out as asbestos waste.
    - Remove concrete structural slab, foundations, and chimney stack/fireplace to be demolished and loaded out / disposed of as "clean" inert debris.
    - Remove and haul away 7ea Juniper trees.

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- Locate, cut, and cap sewer lateral.
- Rough grade demolition footprint for proper drainage to prevent pooling.

==========

CRITICAL PATH MANAGEMENT

Understanding the sense of urgency inherent in projects of this nature, a flexible approach to the restoration project is mandatory. Following acceptance of this Scope of Work, a Critical Path Management (CPM) Program will be established that will outline the definitive sequence of events and their corresponding time frames for completion of each event. This CPM Program will be formulated based solely on the sense of urgency as reflected by the client, considering each phase of this operation. Coordination of all phases of this restoration project is critical to the successful, timely, and cost-effective completion of the Work. The sequence in which the Work will be performed will be discussed following determination of the Critical Path.

IMPORTANT POINTS

This Scope of Work is an overview of the total project. Some cleaning procedures outlined above may be changed at the discretion of ATI's management to maximize effectiveness and efficiency. This scope is not intended to be a sequential outline of work but rather an overview of the total project. Any changes or alterations to this Scope of Work at the request of the client, insurance professionals, or consultants may cause an adjustment to the total project cost. All changes must be submitted in writing and approved via a Change Order by all parties involved before they become binding.

It is assumed that ATI will have necessary access to the facility. Common utilities such as water and electrical power must be readily available in suitable quantities. All work and services provided for in this Scope of Work are based on initial inspections of the damage. Due to the unknowns in dealing with losses of this nature, some methods of the cleaning effort may require adjustment as the job progresses. All work provided for in this Scope of Work is intended to be accomplished under "best effort" circumstances.

Daily communication is critical for the success of any project. In an effort to keep all interested parties apprised of the status of this project, we request that the ATI's on-site Project Manager and a designated representative from the client meet daily. It is preferable that this representative have decision-making authority regarding any changes, either additions or deletions, to this Scope of Work.

PRICING

ATI Restoration proposes to perform the scope of services as outlined above for the estimated price below.

The estimated stipulated sum price for the above referenced abatement & demolition scope is:

Abatement & Demolition $494,500

Please note all associated back up will be produced to validate the final invoice amount.

* The above estimated amount does not include any applicable tax or required permitting fees.

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SCHEDULING

ATI will approach this project on a best-effort basis. The estimated completion time of the Abatement & Demolition is approximately: (25) working days based on an 8-hour workday.

It has been ATI's pleasure to submit this proposal to Ruben Macias with The City of Banning. Thank you for your consideration and cooperation.

Respectfully Submitted,

Mark Denny Jr.
Executive Project Director
ATI Restoration

818-314-4953 Cell
800-400-6353 (24 hour Call Center)
Mark.Denny@ATIrestoration.com

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AMENDMENT NO. 4 TO PROFESSIONAL SERVICES AGREEMENT (C00660) FOR THE DESIGN OF SUN LAKES BOULEVARD EXTENSION BY AND BETWEEN CITY OF BANNING AND ALBERT A. WEBB ASSOCIATES

THIS AMENDMENT NO. 4 TO THE PROFESSIONAL SERVICES AGREEMENT FOR SERVICES ("Amendment No. 4") by and between the **CITY OF BANNING** ("City") and **ALBERT A. WEBB ASSOCIATES**, a California Corporation ("Consultant") is effective as of this day: May 27, 2025.

RECITALS

A. City and Consultant entered into that certain Agreement for Professional Design Services dated June 23, 2020 ("Agreement") whereby Consultant agreed to provide Design Services for the Design of Sun Lakes Boulevard Extension following a Request for Proposals for an amount not to exceed Five-Hundred Forty-Eight Thousand Four Hundred Sixteen Dollars and Five Cents ($548,416.05). The agreement included a 10% Contingency of Fifty-Four Thousand Eight Hundred Forty One Dollars and Sixty-One Cents ($54,841.61) for a total contract amount of Six Hundred Three Thousand Seven Hundred Twenty-Five Dollars and Sixty-Six Cents ($603,725.66). The Term of the Agreement was to commence on June 23, 2020, and continue in full force and effect until October 3, 2022.

B. On February 11, 2022, Public Works Department approved a change order to the Professional Services Agreement with Albert A. Webb Associates, Inc. for out-of-scope work including coordination with Western Riverside County Regional Conservation Authority (RCA) in the amount of $24,983.25, leaving a contingency balance of $29,858.36.

C. On March 21, 2022, Public Works Department approved a change order to the Professional Services Agreement with Albert A. Webb Associates, Inc. for the preparation of a sediment transport analysis (out of scope) in the amount of $5,974.88, leaving a contingency balance of $23,883.48.

D. On August 23,2022 City Council adopted City Council Resolution 2022-106 which authorized the increase in compensation for services provided under the Agreement by One Hundred Twenty-Nine Thousand Four Hundred Dollars ($129,400.00).

E. On October 11, 2022, City Council Adopted City Council Resolution 2022-139 to rescind Resolution 2022-106 and amend the Agreement to include additional compensation in the amount of One Hundred Forty-Eight Thousand Two Hundred Twenty-Two Dollars ($148,222.00) for a new contract total of Seven Hundred Fifty-One Thousand Nine Hundred Forty-Seven Dollars and Sixty-Six Cents ($751,947.66) and to extend the term of the Agreement through June 30, 2024.

F. On October 23, 2023, City and Consultant amended the Agreement to modify the Scope of Services, extend the Term of the Agreement to June 30, 2025, and increase the Contract Sum by Four Hundred Ninety-Six Thousand Seventy-Nine Dollars

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($496,079.00) for a total not to exceed amount of One Million Two Hundred Forty-Eight Thousand Twenty-Six Dollars and Sixty-Six Cents ($1,248,026.66).

G. On January 6, 2025, City and Consultant amended the Agreement to extend the Term of the Agreement to June 30, 2026.

H. City and Consultant now desire to amend the Agreement to modify the Scope of Services,and increase the Contract Sum to One Million Three Hundred Five Thousand One Hundred Six Dollars and Sixty-six Cents. ($1,305,106.66).

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. 4 shall not exceed Fifty-Seven Thousand Eighty Dollars ($57,080.00) thereby increasing the Contract Sum, as set forth in Section 2.1 of the Agreement, to One Million Three Hundred Five Thousand One Hundred Six Dollars and Sixty-six Cents. ($1,305,106.66).

Miscellaneous Provisions

2.1 Continued Effect of Agreement. Except as amended by this Amendment No. 43, all provisions of the Agreement, as amended by Amendment Nos. 1, 2, 3, and 4, shall remain unchanged and in full force and effect. From and after the date of this Amendment No. 4, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement, as amended by Amendment Nos. 1 through 4. In the event of a conflict between the provisions of this Amendment No. 4 and the provisions of the Agreement or Amendments No. 1 through 4, the provisions of this Amendment No. 4 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. 4.

2.3 Authority. The persons executing this Amendment No. 4 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. 4 on behalf of said party, (iii) by so executing this Amendment No. 4, such party is formally bound to the provisions of this Amendment No. 4, and (iv) entering into this Amendment No.

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4 does not violate any provision of any other agreement to which said party is bound.

1.3 Counterparts. This Amendment No. 4 may be signed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument.

1.4 Electronic Signatures. Each Party may adopt as its signature an electronic identification consisting of a symbol or code that is affixed to or contained in each document transmitted by such Party ("electronic signature"). The Parties hereto herby agree that electronic signatures are acceptable, shall have the same force and effect under the law as original wet signatures, and shall be sufficient to verify that the Parties have executed this Agreement and such other documents transmitted by the Parties.

[*SIGNATURE PAGE FOLLOWS*]

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The Parties are signing this Amendment No. 4 the date stated in the introductory clause.

CITY OF BANNING

Robert Fisher

Robert Fisher,
Acting City Manager

City Council Approval: RESO 2025-068

ATTEST:

Caroline Patton
Administrative City Clerk

APPROVED AS TO FORM
Solvak, Baron, Empey, Murphy & Pinkney LLP

John Pinkney

John O. Pinkley
City Attorney

ALBERT A. WEBB ASSOCIATES, INC.

Stephanie Standerfer

NAME: Stephanie Standerfer
TITLE: Vice President

NAME:
TITLE:

NOTE: PROOF OF AUTHORITY TO BIND CONTRACTING PARTY REQUIRED. APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONSULTANT'S BUSINESS ENTITY.

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ATTACHMENT "1"

Docusign Envelope ID: 01A08EE0-B9E7-4A85-B399-92075202D3D3

ALBERT A. WEBB ASSOCIATES

2020-0126

February 28, 2025
Revised April 23, 2025

Patrick Safari, CIP Manager
City of Banning
99 E. Ramsey Street
Banning, CA 92220

Sent via email: psafari@banningca.gov

RE: Proposal for Contract Amendment No. 4 - Additional Environmental Services for Sun Lakes Boulevard Extension Project (PSA C00660)

Dear Patrick,

Pursuant to your request on February 6, 2025, and subsequent discussion on April 2, 2025, Albert A. WEBB Associates (WEBB) is pleased to provide you with this proposal for additional services for the Sun Lakes Boulevard Extension Project. WEBB is currently under contract with the City to obtain regulatory permits for the project from the California Department of Fish and Wildlife (CDFW) and the Regional Water Quality Control Board (RWQCB).

Said permits have requirements that the City will need to fulfill prior to construction of the project which are outlined below in Task 1. Biological reporting and monitoring that is required during construction are not included herein, but as we have discussed with you, we understand the City will include the permitting-related tasks during construction to be included in the City's forthcoming construction management contract.

Also included in this request is the City's obligation for compensatory mitigation related to impacts to jurisdictional waters which are required to be fulfilled within 18 months of impacts. Task 2 includes WEBB's assistance with the compensatory mitigation obligations.

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Scope of Work

Task 1: Biological Services During Construction

The Tasks below are related to the surveying and reporting requirements of the CDFW permit, RWQCB permit, as well as CEQA mitigation measures MM BIO-1 through MM BIO-4.[1] WEBB will subcontract with Osprey Environmental Associates (Osprey) to fulfill these requirements.

Preconstruction Nesting Bird Survey and Report (corresponds to CDFW Measures 2.11.1 and 4.4; CEQA MM BIO-1)

Osprey will conduct preconstruction nesting bird surveys if vegetation clearance occurs outside the recommended window (September 1 – February 1). Surveys will be performed within three (3) days prior to construction initiation to identify active nests within 100 feet of the project site. A survey report by a qualified biologist verifying nest status will be submitted to the City of Banning prior to construction. If active nests are identified, species-specific measures will be implemented to prevent nest abandonment.

Burrowing Owl Pre-Construction Inspection Survey and Report (corresponds to CDFW Measure 2.12.4 and CEQA MM BIO-2)

A single preconstruction burrowing owl survey will be conducted within 3 days of vegetation removal or ground disturbance. The survey will comply with the Western Riverside County Multiple Species Habitat Conservation Plan (MSHCP) and 2006 "Burrowing Owl Survey Instructions" and will cover entire the project site and within 150-meters. If burrowing owls are detected during the breeding season (February 1–August 31), a 300-foot buffer will be enforced around active burrows until nesting is complete. Following the survey, a burrowing owl pre-construction survey report will be prepared and submitted to WEBB in PDF format. The survey report will document the methods, results, and conclusion of the survey.

Crotch's Bumble Bee (corresponds to CEQA MM BIO-3)

- **Crotch's Bumble Bee Habitat Mapping and Report (corresponds to CDFW Measure 2.14)**

Osprey will conduct habitat mapping for the Crotch's bumblebee within the project footprint. Mapping will identify habitat alliances following Sawyer et al. (2009). Following field mapping and no less than 120 days prior to the initiation of activities Osprey will complete and submit to CDFW a baseline habitat mapping report. The report will identify species composition for each mapped alliance and will be submitted to CDFW.

- **Crotch's Bumble Bee Draft Survey Plan (corresponds to CDFW Measure 2.15.2)**

A qualified Osprey biologist will prepare and submit to CDFW for review and comment a draft survey plan for Crotch's bumble bee. The survey plan will identify the timing, number, and duration of survey efforts, and procedures to follow should Crotch's bumble bee be detected within the project area.

[1] There are a total of five mitigation measures for biological resources. MM BIO-5 is "Mitigation for Riparian/Riverine and Jurisdictional Impacts." WEBB's assistance with this is in Task 2, herein.

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The survey plan will be submitted no less than 90 days prior to initiation of project activities in suitable habitat.

- **Crotch's Bumble Bee Survey(s) and Report (corresponds to CDFW Measure 2.15.3)**

If habitat mapping identifies the presence of plants (e.g., genera *Antirrhinum, Phacelia, Clarkia, Cordylanthus, Dendromecon, Eschscholzia, Eriogonum, Hypericum, Lantana, Lupinus, Salvia, Asclepias, Cirsium, Monardella, Keckiella, Acmispon, Euthamia, Ehrendorferia, Vicia, and/or Trichostema*) or other suitable habitat (i.e. nesting, foraging, and overwintering habitat), Osprey will conduct focused surveys for the Crotch's bumblebee (CBB) following the approval and submittal of survey plan. Osprey will first conduct a literature review and records search for CBB occurrences within a 10-mile radius, utilizing the CDFW California Natural Diversity Database and iNaturalist. Following the literature review, Osprey will conduct on-site CBB surveys following the Survey Considerations for California Endangered Species Act Candidate Bumble Bee Species (CDFW 2023). These surveys will take place during the Colony Active Period (April-August) and when floral resources are available, ideally at peak bloom. A minimum of three surveys will be conducted, spaced 2-4 weeks apart between April and August. Surveys will be performed during daylight, beginning at least one hour after sunrise and ending at least two hours before sunset, ideally between 9:00 AM and 1:00 PM, with temperatures between 65°F and 90°F and wind speeds under 8 miles per hour. Each survey will cover at least one person-hour of search effort per three acres of suitable habitat.

Following the completion of the surveys, a report will be prepared summarizing the survey methods, findings, and conclusions. The report will also include a list of bee species observed and any accompanying photographs. Survey results will be submitted to CDFW before ground-disturbing activities begin. If an active CBB nest is detected, a no-disturbance buffer zone will be established, and CDFW will be notified.

Biological Worker's Environmental Awareness Program (WEAP) and Invasive Species Education Program (corresponds to CDFW Measures 2.8 and 2.8.1; CEQA MM BIO-4)

Osprey will develop and conduct a mandatory Biological Worker's Environmental Awareness Program (WEAP) training for all construction personnel. This training will cover key topics, including CBB, burrowing owls, rare plant species, and riparian/riverine features. WEAP training will be coordinated with the paleontological WEAP. A recorded training will be prepared and available.

Further, included in the WEAP will be an additional discussion of the invasive species currently present within the project site as well as those that may pose a threat to or have the potential to invade the Project site. The discussion will include a physical description of each species and information regarding their habitat preferences, local and statewide distribution, modes of dispersal, and impacts. The invasive species education program will also include a discussion of Best Management Practices (BMPs) to be implemented at the Project site to avoid the introduction and spread of invasive species into and out of the Project site.

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WEBB Management of Biological Services

WEBB has budgeted 40 hours to manage and coordinate with Osprey related to Task 1 including reviewing documents, and meeting with the City.

UAV (Drone) Survey(s) (Optional)

Osprey can provide a drone survey of the project area to generate a high-resolution orthomosaic basemap, offering a temporally and spatially accurate depiction of the project site as is currently prior to construction and post-construction. This updated imagery can serve as a key reference for stakeholders, ensuring precise visualization of project lands, roads, and planned or constructed infrastructure. The orthomosaic will enhance project planning, coordination, and decision-making by delivering highly accurate spatial and visual data. The flight will be conducted by an Osprey FAA-licensed Remote Pilot in Command (RPIC) and a visual observer, ensuring full compliance with FAA regulations. The drone data collection and subsequent GIS analysis will be used to support all of Osprey's reporting deliverables included herein. Deliverables will include a high-resolution orthomosaic base map, digital terrain model depicting project ground elevations, and a digital surface model depicting project surface elevations.

Although a temporally and spatially accurate orthomosaic basemap is informative and helpful, this optional service is not required in order to complete any of the aforementioned tasks.

Task 1 Assumptions

- None of the species identified above will be found on site.
- This scope includes one (1) in-person WEAP training. Any additional training sessions will require a separate scope and fee.
- Materials required for delineating Environmentally Sensitive Areas (ESAs) or establishing nesting buffers are not included in this proposal. The cost of these materials will be billed directly to the client if not provided by the City.
- The preparation of a Burrowing Owl Mitigation Plan is not included. If required, Osprey will provide a separate scope and fee for this task.
- This proposal does not cover small mammal trapping or the preparation of a small mammal trapping survey report. If required, Osprey will provide an additional scope and fee for these efforts.
- Assistance with securing an Incidental Take Permit (ITP) from CDFW is not included. If required, Osprey can provide a separate scope and fee for this task.

Task 2: WEBB Assistance with Offsite Compensatory Mitigation Fulfillment (corresponds to CDFW Measure 3.3; CEQA MM BIO-5)

WEBB has included 50 hours to help the City to set up its compensatory mitigation obligation utilizing an offsite mitigation site owned by the City located southeast of the City's wastewater treatment plant. We anticipate actions under this task will be to advise and support the City related to: finding a third party to hold a conservation easement/deed restriction(s) on the City's property (City to retain

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fee title), negotiate and find the City a third party land manager and assist City with said agreement, and finding an entity to provide a non-wasting endowment. We understand the City will take lead on each of these tasks; therefore this budget is for things like attending meetings to provide project background and making connections to facilitate the process.

Budget

Our proposed budget for the services listed herein will be billed on a Time and Materials basis according to our existing contract for a total not to exceed of **$57,080.**

Environmental Services

Task 1 - Biological Services	
Preconstruction Nesting Bird Survey and Report	$ 4,660
Burrowing Owl Pre-Construction Inspection Survey and Report	$ 6,230
Crotch's Bumble Bee Habitat Mapping and Report	$ 6,840
Crotch's Bumble Bee Draft Survey Plan	$ 4,350
Crotch's Bumble Bee Survey(s) and Report	$ 14,380
WEBB Management of Task 1 (40 hours)	$ 7,150
Optional UAV (Drone) Survey	$ 4,370
Task 2 - Management and Coordination for Offsite Mitigation	$ 9,100
TOTAL	**$ 57,080**

The following is a summary of original, current, and proposed authorizations according to our records.

WEBB Original Authorization:	$548,416.05 plus $54,841.61 contingency for total of $603,725.66
Change Order No. 1	$24,983.25 (subtracted from contingency)
Change Order No. 2	$5,974.88 (subtracted from contingency)
City Council Resolution 2022-106	$129,400 (rescinded)
City Council Resolution 2022-139	$148,222
Change Order No. 3	$496,079
Current Authorization	$1,248,026.66
Proposed Change Order	**$57,080**
Total WEBB Authorization with Proposed Change Order	$1,305,106.66

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If you find this request acceptable, please issue a contract amendment to our office. We appreciate this opportunity to be of service to the City and look forward to hearing from you. If you have any questions regarding this proposal, please call me at (951) 830-4305.

Sincerely,

ALBERT A. WEBB ASSOCIATES



Dilesh Sheth, PE, TE
Senior Vice President
Dilesh.Sheth@webbassociates.com

Copy: Stephanie Standerfer
Autumn DeWoody

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AMENDMENT NO. 3 TO PROFESSIONAL SERVICES AGREEMENT (C00660) FOR THE DESIGN OF SUN LAKES BOULEVARD EXTENSION BY AND BETWEEN CITY OF BANNING AND ALBERT A. WEBB ASSOCIATES

THIS AMENDMENT NO. 3 TO THE PROFESSIONAL SERVICES AGREEMENT FOR SERVICES ("Amendment No. 3") by and between the **CITY OF BANNING** ("City") and **ALBERT A. WEBB ASSOCIATES**, a California Corporation ("Consultant") is effective as of this day: 1/6/2025.

RECITALS

A. City and Consultant entered into that certain Agreement for Professional Design Services dated June 23, 2020 ("Agreement") whereby Consultant agreed to provide Design Services for the Design of Sun Lakes Boulevard Extension following a Request for Proposals for an amount not to exceed Five-Hundred Forty-Eight Thousand Four Hundred Sixteen Dollars and Five Cents ($548,416.05). The agreement included a 10% Contingency of Fifty-Four Thousand Eight Hundred Forty One Dollars and Sixty-One Cents ($54,841.61) for a total contract amount of Six Hundred Three Thousand Seven Hundred Twenty Five Dollars and Sixty Six Cents ($603,725.66) The Term of the Agreement was to commence on June 23, 2020, and continue in full force and effect until October 3, 2022.

B. On February 11, 2022, Public Works Department approved a change order to the Professional Services Agreement with Albert A. Webb Associates, Inc. for out-of-scope work including coordination with Western Riverside County Regional Conservation Authority (RCA) in the amount of $24,983.25, leaving a contingency balance of $29,858.36.

C. On March 21, 2022, Public Works Department approved a change order to the Professional Services Agreement with Albert A. Webb Associates, Inc. for the preparation of a sediment transport analysis (out of scope) in the amount of $5,974.88, leaving a contingency balance of $23,883.48.

D. On August 23,2022 City Council adopted City Council Resolution 2022-106 which authorized the increase in compensation for services provided under the Agreement by One Hundred Twenty-Nine Thousand Four Hundred Dollars ($129,400.00).

E. On October 11, 2022, City Council Adopted City Council Resolution 2022-139 to rescind Resolution 2022-106 and amend the Agreement to include additional compensation in the amount of One Hundred Forty-Eight Thousand Two Hundred Twenty-Two Dollars ($148,222.00) for a new contract total of Seven Hundred Fifty-One Thousand Nine Hundred Forty-Seven Dollars and Sixty-Six Cents ($751,947.66) and to extend the term of the Agreement through June 30, 2024.

F. On October 23, 2023, City and Consultant amended the Agreement to modify the Scope of Services, extend the Term of the Agreement to June 30, 2025, and increase the Contract Sum by Four Hundred Ninety-Six Thousand Seventy-Nine Dollars

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($496,079.00) for a total not to exceed amount of One Million Two Hundred Forty-Eight Thousand Twenty-Six Dollars and Sixty-Six Cents ($1,248,026.66).

G. City and Consultant now desire to amend the Agreement to extend the Term of the Agreement to June 30, 2026.

The Parties therefore agree follows:

1. Amended Terms. The Agreement is hereby amended as follows:

1.1 The Term of the Agreement, as set forth in Section 3.4 of the Agreement, is hereby extended through June 30, 2026, unless sooner terminated or extended as provided in the Agreement.

2. Miscellaneous Provisions

2.1 Continued Effect of Agreement. Except as amended by this Amendment No. 3, all provisions of the Agreement, as amended by Amendment Nos. 1, 2, and 3, shall remain unchanged and in full force and effect. From and after the date of this Amendment No. 3, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement, as amended by Amendment Nos. 1 through 3. In the event of a conflict between the provisions of this Amendment No. 3 and the provisions of the Agreement or Amendments No. 1 through 3, the provisions of this Amendment No. 3 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. 3.

2.3 Authority. The persons executing this Amendment No. 3 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. 3 on behalf of said party, (iii) by so executing this Amendment No. 3, such party is formally bound to the provisions of this Amendment No. 3, and (iv) entering into this Amendment No. 3 does not violate any provision of any other agreement to which said party is bound.

2.4 Counterparts. This Amendment No. 3 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

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to verify that the Parties have executed this Agreement and such other documents transmitted by the Parties.

[*SIGNATURE PAGE FOLLOWS*]

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The Parties are signing this Amendment No. 3 the date stated in the introductory clause.

CITY OF BANNING	CONSULTANT
Douglas Schulze, City Manager	NAME: Stephanie Standerfer TITLE: Vice President
City Council Approval: __n/a_____	NAME: TITLE:

ATTEST:

Caroline Patton
Administrative City Clerk

NOTE: PROOF OF AUTHORITY TO BIND CONTRACTING PARTY REQUIRED. APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONSULTANT'S BUSINESS ENTITY.