AGENDA

CITY COUNCIL - REGULAR MEETING
CITY OF BANNING, CALIFORNIA

September 23, 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 Rev. Stacy Dupree, Episcopal Church of the Good Shepherd.

1.2 **PLEDGE OF ALLEGIANCE**

1.3 **ROLL CALL**

2. AGENDA APPROVAL

2.1 **AGENDA APPROVAL**

3. PRESENTATIONS

3.1 Proclamation - Dr. Clara Wooten-Thomas
Recommendation: Proclaim - A Day to Honor Dr. Clara Wooten-Thomas

4. REPORT ON CLOSED SESSION

John Pinkney, Interim City Attorney

5. PUBLIC COMMENTS, CORRESPONDENCE, APPOINTMENTS, AND REPORTS

5.1 PUBLIC COMMENTS

5.2 CORRESPONDENCE

5.3 APPOINTMENTS

5.3.1 Appoint a new member to the Budget and Finance Committee
Recommendation: Appoint a new member to the Budget and Finance Committee

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

6. CONSENT ITEMS

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

6.1 Approval of the meeting minutes for the September 9, 2025 City Council meetings.
Recommendation: Approve the meeting minutes for the September 9, 2025 City Council meetings.

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

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

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

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

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

6.7 Consideration of Accepting an Easement from Tri-Pointe Homes for Storm Drain Purposes Within Tract 37388-3 of the Atwell Project
Recommendation: Accept an Easement from Tri-Pointe Homes for Storm Drain Purposes Within Tract 37388-3 of the Atwell Project.

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

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

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

6.11 Consideration of Second 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: Approve second reading of Ordinance 1612.

6.12 Consideration of Resolution 2025-125, Amending the Classification & Compensation Plan for the City of Banning related to the positions of Executive Secretary (Unfund), Administrative Analyst (Fund), Code Compliance Supervisor (Unfund), Code Compliance Officer (Fund) and Electric Service Planner (Reclass)
Recommendation:

Adopt Resolution 2025-125.

6.13 Consideration of Resolution 2025-132, Amending the Banning Electric Utility's Rules and Regulations #1 to #19, #21 and the General Provisions, Removal of Rule #20 and Adding Rules #22, #23 and Notes, Which Set Forth Electric Service Requirements

Recommendation:

Adopt Resolution 2025-132.

6.14 Consideration of Resolution 2025-133, Award of a Professional Services Contract to Peckham & McKenney to conduct the Executive recruitment for the City of Banning next Permanent City Manager in the amount of $32,050.00.
Recommendation: Adopt Resolution 2025-133.

7. PUBLIC HEARINGS

7.1 Re-introduction 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, for the Banning Commerce Center Project by Sansone Group Previously Approved Under Council Resolutions 2025-106 and 2025-107 and Involve 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.
Recommendation: Re-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.

7.2 Consideration of Resolution 2025-135 Approving a Cannabis Conditional Use Permit (CUP) Application Case No. PLN 24-0107, by Flower Dept, LLC to Allow for

the Commercial Cultivation of Cannabis (Project) within an Existing 8,041-square foot Industrial Building at 200 John Street, in the Industrial (I) Zoning District (APN 541-220-006)

Recommendation: Adopt Resolution 2025-135.

8. REPORTS OF OFFICERS

9. DISCUSSION/ACTION ITEMS

9.1 Consideration of Resolution 2025-136 Recognizing the Fourth Friday of September as California Native American Day
Recommendation: Adopt Resolution 2025-136

9.2 Consideration of Resolution 2025-131, Approving the Installation of a Stop Sign and Establishing a Multi-Way Stop Controlled Intersection at First Street/Hays Street and Highland Springs Avenue/Potrero Boulevard
Recommendation: Adopt Resolution 2025-131.

10. ITEMS FOR FUTURE AGENDAS

11.1 **NEW ITEMS**
1. Community Garden, Sun Lakes (Flynn)

11.2 **EXISTING ITEMS**
1. Animal Control Facility Assessment (Flynn)
2. Contractor(s) to do Citywide Cleanup (Flynn)
3. Emergency Preparedness (Barrington)
4. Review and Update Council travel Policy (Flynn)
5. Streamline Procurement Policy (Flynn)
6. Comp. & Class Salaries (Royce)
7. LMD Alternative Sources (Royce)

11. ADJOURNMENT

Next Regular Meeting – October 14, 2025

Zoom Community Standards for Public Meetings

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

- Your microphone must remain on mute, and you may only unmute your microphone when/if you are recognized by the Mayor.
- Your camera must be turned off unless/until you are recognized by the Mayor.
- To indicate a desire to make Public Comment, you must use the Raise Hand function. The Mayor will not recognize those who have not used the Raise Hand function.
- Public Comment from Zoom attendees will immediately follow in-person comment from members of the public in Council Chambers.
- If you fail to adhere to these community guidelines, **you may be removed** for disrupting the meeting occurring in Council Chambers. You may rejoin the meeting but may be removed for each violation of these community standards.
- The chat function will be disabled for all City Council meetings on Zoom.

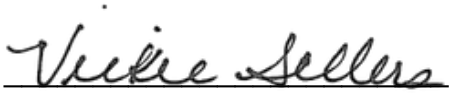
Estándares comunitarios de Zoom para Reuniones Públicas

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

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

AFFIDAVIT • DECLARACIÓN JURADA

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



Vickie Sellers, Elected City Clerk
Secretaria Municipal Electa

PUBLIC NOTICE • NOTICIA PÚBLICA

Meeting Agendas and Notices

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

Public Comment

Agenda Items

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

Non-Agenda Items

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

Special Assistance/Accessibility Requests

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

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

CONTACT • CONTACTO

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

CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Arturo Vela, Interim City Manager**
PREPARED BY:	**Sandra Calderon, Acting Administrative City Clerk**
MEETING DATE:	**September 23, 2025**
SUBJECT:	**Proclamation - Dr. Clara Wooten-Thomas**

RECOMMENDATION:
Proclaim - A Day to Honor Dr. Clara Wooten-Thomas

BACKGROUND:
Proclaim A Day to Honor Dr. Clara Wooten-Thomas.

JUSTIFICATION:
N/A

FISCAL IMPACT:
None

ALTERNATIVES:
N/A

BUDGETED?:
No

CONTRACT/AGREEMENT:
No

ATTACHMENTS:
1. Proclamation_- Dr. Clara Wotten-Thomas.pdf

CITY OF BANNING
OFFICE OF THE MAYOR
Proclamation

WHEREAS, *the City of Banning recognizes Dr. Clara Wooten-Thomas on the Occasion of Her 90th Birthday and In Recognition of Her Leadership and Service; and*

WHEREAS, *Dr. Clara Wooten-Thomas has devoted her life to leadership, education, and community service, enriching the lives of countless individuals through her dedication, compassion, and unwavering commitment to others; and*

WHEREAS, *Dr. Clara Wooten-Thomas has served as a role model and mentor, inspiring future leaders with her vision, wisdom, and passion for making a difference; and*

WHEREAS, *throughout her life, Dr. Clara Wooten-Thomas has embodied the values of civic duty, resilience, and perseverance, leaving an enduring legacy in the City of Banning and beyond; and*

WHEREAS, *on September 23, 2025, Dr. Clara Wooten-Thomas will celebrate her 90th birthday. A milestone that reflects a lifetime of extraordinary accomplishments and service to her family, community, and city; and*

WHEREAS, *it is fitting that the City of Banning publicly acknowledge and commend Dr. Clara Wooten-Thomas for her remarkable achievements and celebrate this joyful occasion:*

NOW THEREFORE *I, Sheri Flynn, Mayor of the City of Banning, on behalf of the City Council, do hereby proclaim Tuesday, September 23, 2025, as*

A Day to Honor Dr. Clara Wooten-Thomas

BE IT PROCLAIMED *this 23rd day of September, 2025.*

Sheri Flynn

Sheri Flynn, Mayor

CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Arturo Vela, Interim City Manager**
PREPARED BY:	**Art Vela, Interim City Manager**
MEETING DATE:	**September 23, 2025**
SUBJECT:	**5.3.1 Appoint a new member to the Budget and Finance Committee**

RECOMMENDATION:

Appoint a new member to the Budget and Finance Committee

BACKGROUND:

On September 16, 2025, the Mayor, Sheri Flynn, resigned from her position as a member of the Budget and Finance Committee, thereby creating a vacancy. The City Council is encouraged to take action to appoint a qualified individual to fill this vacancy in order to ensure the Committee can continue to function effectively.

JUSTIFICATION:

Filling this vacancy is important to maintain a full and balanced membership on the Budget and Finance Committee.

FISCAL IMPACT:

None.

ALTERNATIVES:

Do not appoint, which would leave a vacancy on the three member Budget and Finance Committee.

BUDGETED?:

No

CONTRACT/AGREEMENT:

No

CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Arturo Vela, Interim City Manager**
PREPARED BY:	**Sandra Calderon, Acting Administrative City Clerk**
MEETING DATE:	**September 23, 2025**
SUBJECT:	**Approval of the meeting minutes for the September 9, 2025 City Council meetings.**

RECOMMENDATION:

Approve the meeting minutes for the September 9, 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 09 09_City Council_Closed Session_DRAFT.pdf
2. 2025 09 09_City Council_Workshop_DRAFT.pdf
3. 2025 09 09_City Council_Regular_DRAFT.pdf

MINUTES

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

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

September 9, 2025
2:30 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:	John O. Pinkney, City Attorney Phaedra Norton, Assistant City Attorney Arturo Vela, Acting City Manager Vickie Sellers, City Clerk Sandra Calderon, Acting Administrative City Clerk

1. CALL TO ORDER - 2:30 p.m.

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

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

Frank Connelly addressed the City Council regarding Closed Session Item 3.3 regarding Lease Agreement with the Banning Chamber of Commerce, noting that the building was originally funded through CDBG development grant funds and emphasizing the Chamber's vital role in the community. He encouraged the Council to work with the Chamber to provide a fair lease and the importance of retaining the gas company in the City and urged the Council to ensure that Art is retained, stating that he is a asset to the City.

3. CLOSED SESSION

John Pinkney, City Attorney read closed session items.

3.1 CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

Potential Initiation of Litigation Pursuant to Government Code Section 54956.9 (d) (4). Three Potential Cases.

3.2 CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
Significant Exposure to Litigation Pursuant to Government Code 54956.9 paragraph 2 of subdivision (d) – One (1) case

3.3 CONFERENCE WITH REAL PROPERTY NEGOTIATORS PURSUANT TO GOVERNMENT CODE 54956.8
Property: 60 E. Ramsey Street; APN 541-181-021 & 023
Agency Negotiator: Interim City Manager Art Vela
Negotiating Party: Banning Chamber of Commerce
Under Negotiation: Price & Terms of Lease

3.4 CONFERENCE WITH LABOR NEGOTIATORS
Pursuant to Government Code Section 54957.6 (d) (1) Agency Designated Representatives: Art Vela, Acting City Manager; David Newell, Community Development Director; Michelle Green, Interim Finance Director; Nicole Jews, Human Resources Manager; Oliver Yee, Liebert Cassidy and Whitmore (City Counsel) Employee Organization: Banning Police Manager's Association (BPMA); Banning Police Officer's Association (BPOA)

3.5 CONFERENCE WITH LABOR NEGOTIATORS
Pursuant to Government Code Section 54957.6
Agency designated representatives: Interim City Manager, Art Vela or designee
Unrepresented Employee: Finance Director and Human Resources Director

The City Council went into Closed Session at 2:32 p.m.
The City Council recessed at 4:12 p.m.

The City Council went into Closed Session again at 4:43 p.m.
The City Council reconvened in Open Session at 5:24 p.m.

The City Attorney reported that there was no reportable action taken on Close Session items 3.1 through 3.5.

4. ADJOURNMENT

A motion to adjourn the meeting was made by Councilmember Miller, seconded by Councilmember Wallace.

Motion carried unanimously 5-0, and the meeting was adjourned at 5:27 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:

1 of 2 https://banningca.granicus.com/player/clip/230?view_id=1&redirect=true

2 of 2 https://banningca.granicus.com/player/clip/233?view_id=1&redirect=true

DRAFT

MINUTES

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

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

September 9, 2025
4:00 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: John O. Pinkney, City Attorney
Arturo Vela, Acting City Manager
Vickie Sellers, City Clerk
Sandra Calderon, Acting Administrative City Clerk

1. CALL TO ORDER – 4:13 p.m.

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

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

Frank Connelly expressed support for the recommended option, noting it benefits the City, residents, and the utility.

3. WORKSHOP

3.1 Presentation on the Banning Electric Utility Cost of Service Analysis and Rate Design Study prepared by NewGen Strategies and Solutions, LLC
Recommendation: Discuss the Banning Electric Utility - Cost of Service Analysis and Rate Design Study and provide feedback to staff's recommended electric rate increases and next steps.

DRAFT

Art Vela, Acting City Manager provided background on the Electric Utility's financial challenges, including declining cash balances and capital expenses, noting a negative $9 million balance as of June 30, 2023. Council previously approved two 13.9% rate increases (effective November 2024 and November 2025). He summarized meetings with the Budget and Finance Committee on May 20 and July 15, 2025, regarding rate scenarios. The Committee recommended proceeding with a rate design process to achieve a positive cash balance by fiscal year 2028.
Consultant with NewGen Strategies was invited to present further details.

NewGen provided the presentation.

4. ADJOURNMENT

A motion to adjourn the meeting was made by Councilmember Wallace, seconded by Councilmember Miller.

Motion carried unanimously 5-0, and the meeting was adjourned at 4:42 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/231?view_id=1&redirect=true

Attachment:

Exhibit A – Agenda Item 3.1: Presentation

DRAFT

Exhibit A

September 9, 2025

BANNING ELECTRIC UTILITY
COST OF SERVICE/RATE STUDY WORKSHOP

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AGENDA

1. Rate Study Process
2. Rate Study Assumptions
3. Recommended Rate Changes
4. Bill Comparisons and Bill Impacts
5. Conclusions and Next Steps

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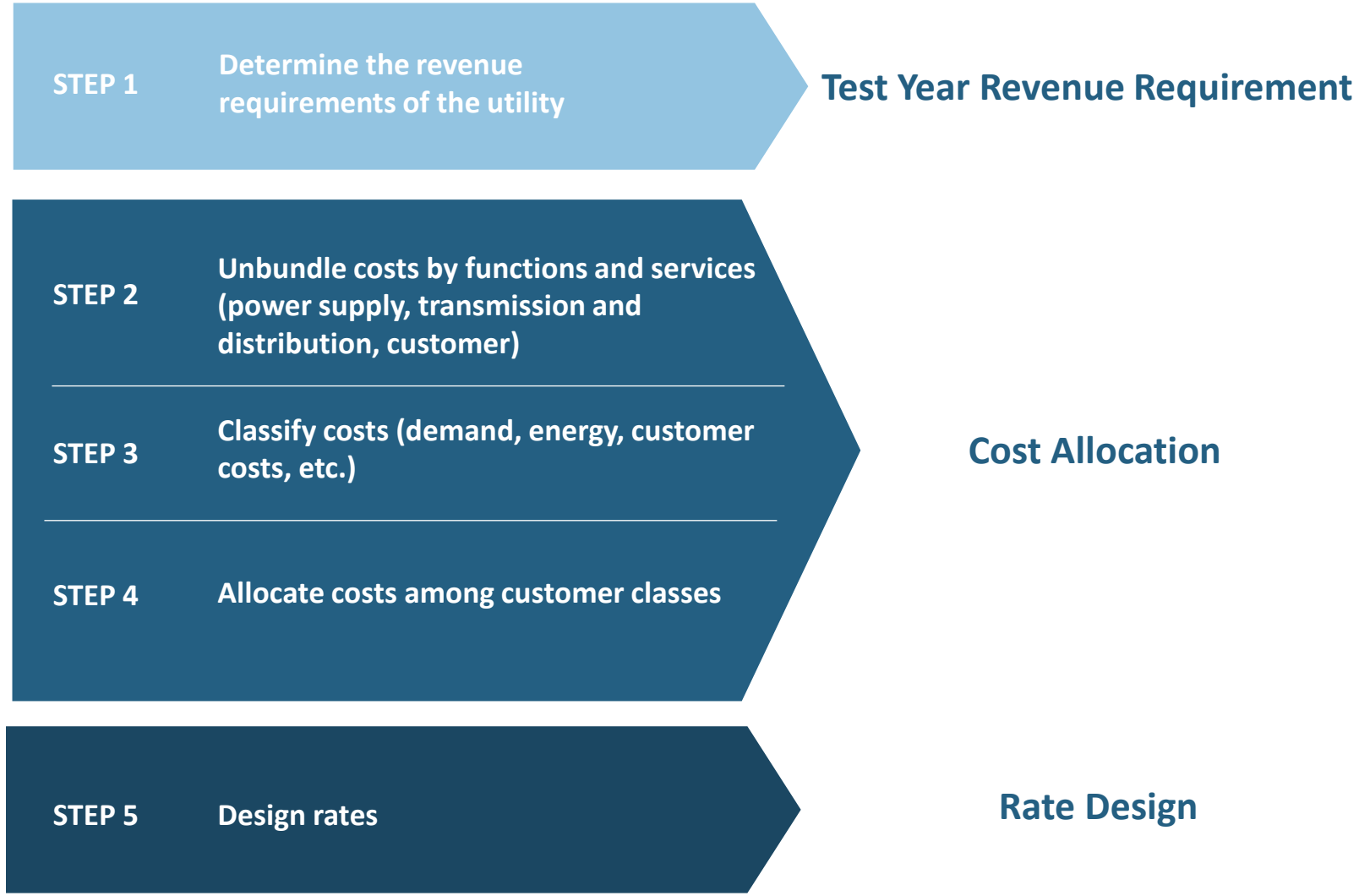
RATE STUDY PROCESS

RATE STUDY PROCESS OVERVIEW



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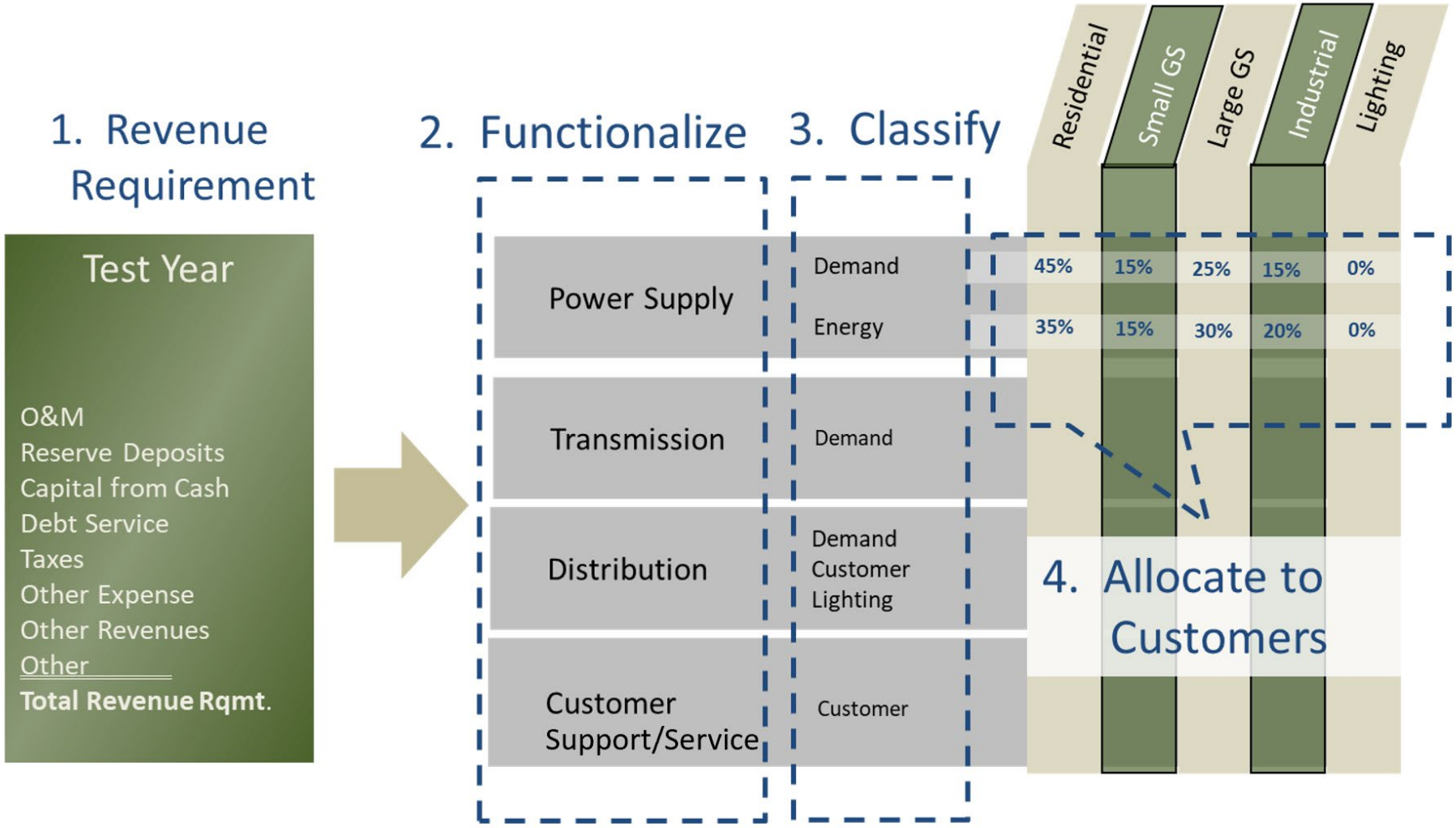
COST OF SERVICE MODEL DESIGN



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RATE STUDY PROCESS:
COST OF SERVICE TO RATE DESIGN

Cost of Service

- Revenue Requirement:
  - Functionalize
  - Classify
  - Allocate

Guide for cost-based rates, subject to Proposition 26 by class.

Ratemaking

- Policy decisions
- Incentivize behavior
- Rates do not always match COS, subject to Proposition 26
- Industry practice is to move toward or align with COS

Rates

- Collect sufficient revenue
- Support community goals
- Price signal to customers:
  - Convey information
  - Change behavior

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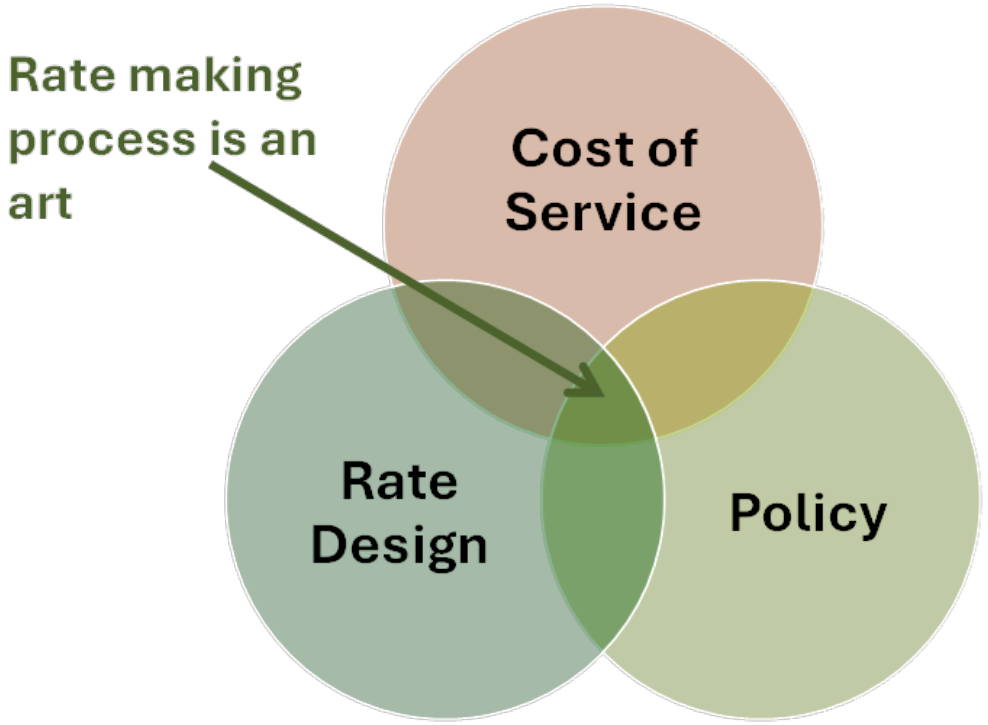
RATE PLAN RECOMMENDATIONS

- Difference between “rate revenue” changes and “rate element” changes:
  - Rate revenue is set by COS for class.
  - Rate elements are set by policy considerations.
- Move toward COS over time:
  - Gradualism is an effective strategy.
- Proposed changes to base rates:
  - Power charge adjustment factor (PCAF) changes quarterly based on the market price for power and transmission.



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RATE STUDY ASSUMPTIONS

TEST YEAR REVENUE REQUIREMENT AND ASSUMPTIONS

- Test Year Period:
  - 2026–2030 (5 years).
- Study Assumptions:
  - Annual load growth (kilowatt-hour [kWh]) of 2.4% applied to all classes.
  - Average capital plan is $5.7 million per year.
  - Propose creating Working Capital Reserve.
  - Anticipated change to Wholesale Distribution Access Tariff (WDAT) agreement not included:
    - Could increase utility costs (TBD).
  - Rate revenues will be reviewed annually and adjusted as necessary.

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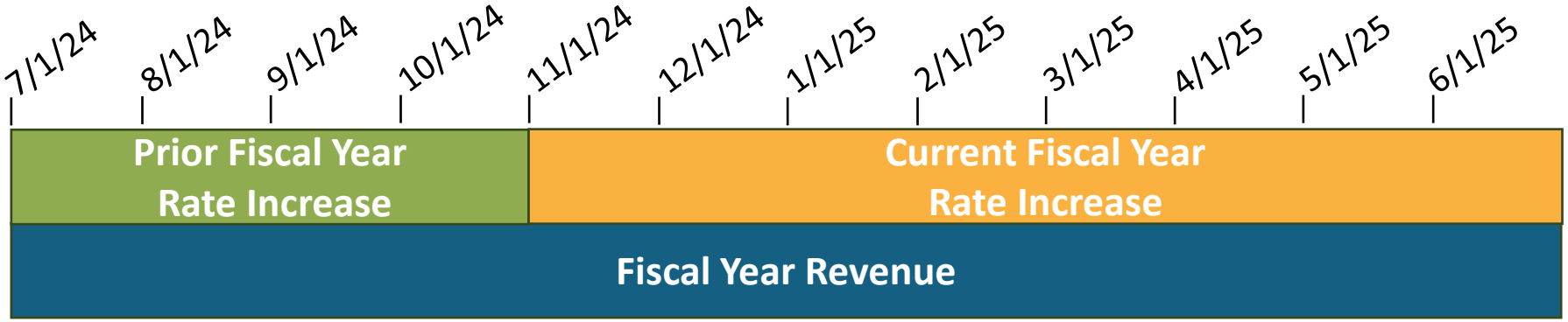
NOVEMBER 1 RATE INCREASES:
IMPACT TO FISCAL YEAR REVENUES



- All rate increases were implemented on November 1.
- Revenue increase targets on a fiscal year (FY) basis.
- Each FY will have two sets of rates:
  - July 1 through October 31 (prior FY year rates).
  - November 1 through June 30 (current FY year rates).

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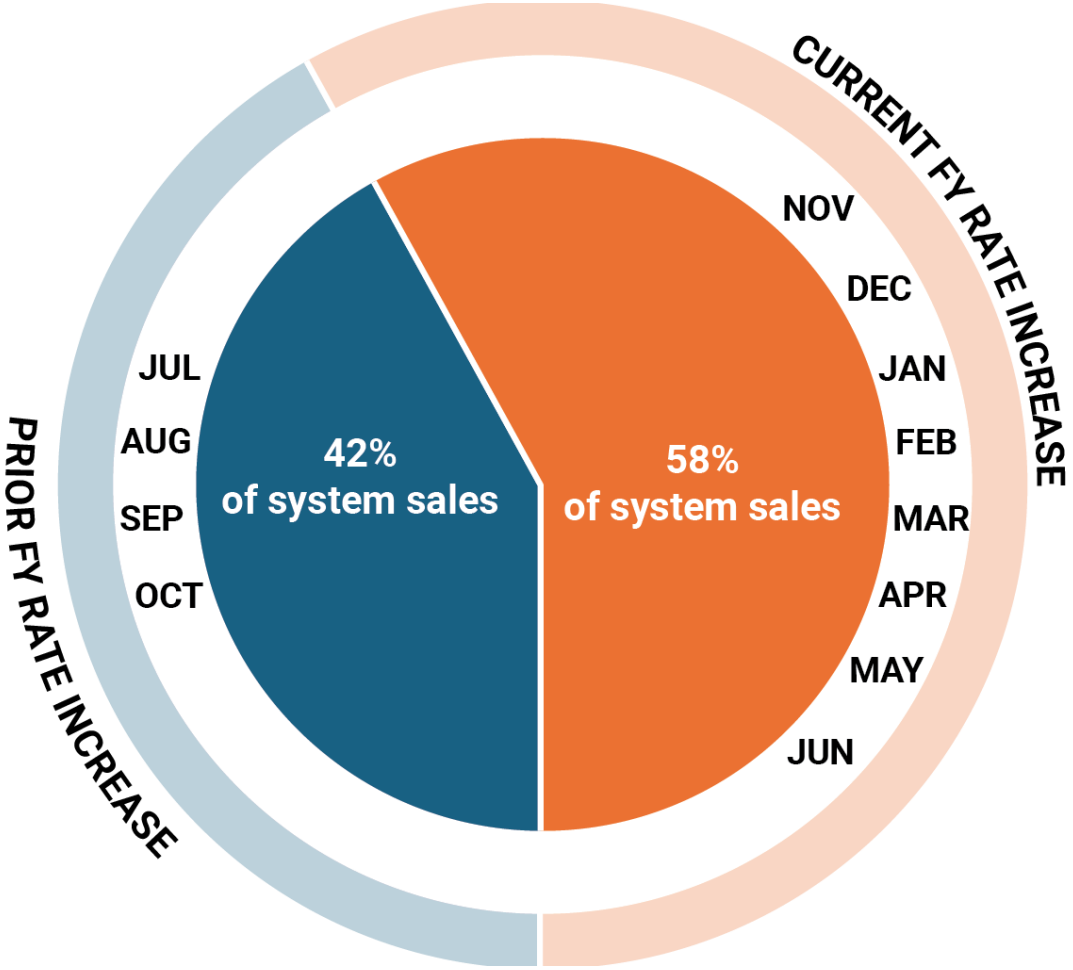
MONTHLY ELECTRIC USAGE NOT CONSTANT THROUGHOUT FISCAL YEAR



- First 4 months of FY have 42% of system sales.
  - Billed on prior year's rate increases.
- Next 8 months of FY have 58% of system sales.
  - Billed on current year's increased rates.

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REVENUE REQUIREMENT BY COMPONENT

Revenue Requirement Drivers:

- **Cash needed to meet positive funds in 2028**
- **$9 million for test year (average)**
- Other cash needs/annual adjustments:
  - Power Supply Expense: 5.2%
  - Supplies and Services: 2.2%
  - Labor Expenses: 2.2%
  - Interfund Services/Other: 2.2%
  - Debt Service:
    - No new debt, no debt refinancing
  - Other Income: 2.2%:
    - Non-rate revenue (CAISO market revenues): held flat

Items	FY 2026 ($000)	Test Year ($000) Average 2026–2030
Operating Expenses		
Purchased Power	$23,214	$25,773
Supplies and Services	$1,399	$1,464
Labor Expenses	$7,346	$7,689
Interfund Services	$5,480	$5,736
Other Expenses (Revenues)	$194	$203
Debt Service	$2,390	$2,375
Other		
Other Income	($5,784)	($5,804)
Contributions to Funds	$1,677	$9,047
Capital from Cash	$0	$0
Total Revenue Requirement*	**$35,916**	**$46,483**

*Total may not be equal to sum of the parts due to rounding.

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TARGET KEY PERFORMANCE INDICATORS

Target FY System Revenue Increases:	20.0%	20.0%	3.0%	3.0%	3.0%

Key Performance Indicators	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030
Meet Debt Service Coverage Target? (1.20x)	YES	YES	YES	YES	YES
Meet Days Cash on Hand Target? (90 Days)	NO	NO	YES	YES	YES
Electric Utility Fund (Collective) Year End Balance	($8,995,426)	($1,194,150)	$8,892,005	$21,434,769	$33,754,983
Total Fund Contributions from Rate Revenues	**$1,677,000**	**$7,702,000**	**$10,952,000**	**$12,452,000**	**$12,452,000**

Summary:

- Utility needs large cash infusion from rates in FY 2026/2027.
- Projected to meet financial metrics in FY 2028.
- Utility to review annually and adjust rates accordingly.

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RECOMMENDED RATE CHANGES

RESIDENTIAL CLASS:
EXISTING AND PROPOSED RATES

All proposed rates implemented on November 1 of the FY.

			Rate Effective Date				
Rate Component	**Billing Unit**	**Existing**	**11/1/2025**	**11/1/2026**	**11/1/2027**	**11/1/2028**	**11/1/2029**
Basic Service Charge	**$/month**	$34.00	$43.00	$43.00	$43.00	$43.00	$43.00
Energy Charge	**$/kWh**	$0.16190	$0.18780	$0.23660	$0.24130	$0.24610	$0.24610
PCAF	**$/kWh**	To Be Calculated Quarterly					

Rate Design Summary:

- Increase fixed cost recovery from Basic Service Charge in FY 2026.
- Increase Energy Charge in FYs 2026, 2027, and 2028.
- No increase to rates in FY 2029; anticipated growth in FY 2030.
- Competitive with neighboring utilities throughout rate plan.

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SMALL COMMERCIAL CLASS:

EXISTING AND PROPOSED RATES

			Rate Effective Date				
Rate Component	**Billing Unit**	**Existing**	**11/1/2025**	**11/1/2026**	**11/1/2027**	**11/1/2028**	**11/1/2029**
Basic Service Charge	**$/month**	$67.00	$80.00	$80.00	$80.00	$80.00	$80.00
Energy Charge	**$/kWh**	$0.13690	$0.16360	$0.20780	$0.24730	$0.25720	$0.25720
Multi-Phase Service Charge	**$/month**	$4.52	$4.52	$4.52	$4.52	$4.52	$4.52
PCAF	**$/kWh**	To Be Calculated Quarterly					

Rate Design Summary:

- Class for multi-phase customers up to 50 kilowatts (kW) of monthly demand.
- Increase fixed cost recovery from Basic Service Charge in FY 2026.
- Increase Energy Charge in FYs 2026, 2027, and 2028.
- No change to Multi-Phase Service Charge.
- No increase to rates in FY 2029; anticipated growth in FY 2030.

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GENERAL SERVICE CLASS:
EXISTING AND PROPOSED RATES

			Rate Effective Date				
Rate Component	**Billing Unit**	**Existing**	**11/1/2025**	**11/1/2026**	**11/1/2027**	**11/1/2028**	**11/1/2029**
Basic Service Charge	**$/month**	$67.00	$80.00	$80.00	$80.00	$80.00	$80.00
Energy Charge	**$/kWh**	$0.13690	$0.16360	$0.20780	$0.24730	$0.25720	$0.25720
PCAF	**$/kWh**	To Be Calculated Quarterly					

Rate Design Summary:

- Class for single-phase customers with less than 12,500 kWh per month.
- Increase fixed cost recovery from Basic Service Charge in FY 2026 in line with Small Commercial Basic Service Charge.
- Increase Energy Charge in FYs 2026, 2027, and 2028.
- No increase to rates in FY 2029; anticipated growth in FY 2030.

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MEDIUM COMMERCIAL CLASS:

EXISTING PROPOSED RATES

			Rate Effective Date				
Rate Component	**Billing Unit**	**Existing**	**11/1/2025**	**11/1/2026**	**11/1/2027**	**11/1/2028**	**11/1/2029**
Basic Service Charge	**$/month**	$228.00	$290.00	$290.00	$290.00	$290.00	$290.00
Energy Charge	**$/kWh**	$0.12590	$0.15740	0.19680	$0.19880	$0.20480	$0.20480
Demand Charge	**$/kW**	$19.42	$20.00	$21.00	$22.00	$23.00	$23.00
PCAF	**$/kWh**	To Be Calculated Quarterly					

Rate Design Summary:

- Class for multi-phase customers with monthly demand between 50-500 kW.
- Increase fixed cost recovery from Basic Service Charge in FY 2026.
- Increase Energy and Demand Charges in FYs 2026, 2027, and 2028.
- No increase to rates in FY 2029; anticipated growth in FY 2030.

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INDUSTRIAL SERVICE CLASS:
EXISTING AND PROPOSED RATES

			Rate Effective Date				
Rate Component	**Billing Unit**	**Existing**	**11/1/2025**	**11/1/2026**	**11/1/2027**	**11/1/2028**	**11/1/2029**
Basic Service Charge	**$/month**	$456.00	$525.00	$525.00	$525.00	$525.00	$525.00
Energy Charge	**$/kWh**	$0.11500	$0.13800	$0.16150	$0.18090	$0.18450	$0.18450
Demand Charge	**$/kW**	$16.52	$20.00	$23.50	$26.00	$26.50	$26.50
PCAF	**$/kWh**	To Be Calculated Quarterly					

Rate Design Summary:

- Class for multi-phase customers with monthly demand greater than 500 kW.
- Increase fixed cost recovery from Basic Service Charge in FY 2026.
- Increase Energy and Demand Charges in FYs 2026, 2027, and 2028.
- No increase to rates in FY 2029; anticipated growth in FY 2030.

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WELL SERVICE CLASS:
EXISTING AND PROPOSED RATES

			Rate Effective Date				
Rate Component	**Billing Unit**	**Existing**	**11/1/2025**	**11/1/2026**	**11/1/2027**	**11/1/2028**	**11/1/2029**
Basic Service Charge	**$/month**	$342.00	$400.00	$400.00	$400.00	$400.00	$400.00
Energy Charge	**$/kWh**	$0.11980	$0.14380	$0.16970	$0.19520	$0.21470	$0.23620
Demand Charge	**$/kW**	$15.38	$18.50	$21.50	$24.50	$27.00	$29.50
PCAF	**$/kWh**	To Be Calculated Quarterly					

Rate Design Summary:

- Increase fixed cost recovery from Basic Service Charge in FY 2026.
- Increase Energy and Demand Charges in all years.

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STREET LIGHTING CLASS:

EXISTING AND PROPOSED RATES

Street Lighting Class

			Rate Effective Date				
Rate Component	**Billing Unit**	**Existing**	**11/1/2025**	**11/1/2026**	**11/1/2027**	**11/1/2028**	**11/1/2029**
All Lamps	**$/Lamp/Month**	$9.62	$12.51	$13.82	$16.86	$18.38	$21.13

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SECURITY LIGHTING CLASS:

EXISTING AND PROPOSED RATES

Security Lighting Class

			Rate Effective Date				
Rate Component	**Billing Unit**	**Existing**	**11/1/2025**	**11/1/2026**	**11/1/2027**	**11/1/2028**	**11/1/2029**
100 Watt Equivalent LED	**$/Lamp/Month**	$11.07	$14.39	$15.90	$19.40	$21.15	$24.32
250 Watt Equivalent LED	**$/Lamp/Month**	$27.68	$35.98	$39.76	$48.51	$52.88	$60.81
100 Watt Sodium Vapor	**$/Lamp/Month**	$22.13	$28.77	$31.79	$38.78	$42.27	$48.62
150 Watt Sodium Vapor	**$/Lamp/Month**	$33.20	$43.16	$47.69	$58.18	$63.42	$72.93
175 Watt Sodium Vapor	**$/Lamp/Month**	$38.73	$50.35	$55.64	$67.88	$73.98	$85.08
200 Watt Sodium Vapor	**$/Lamp/Month**	$44.27	$57.55	$63.59	$77.58	$84.57	$97.25
250 Watt Sodium Vapor	**$/Lamp/Month**	$55.33	$71.93	$79.48	$96.97	$105.69	$121.55
400 Watt Mercury Vapor	**$/Lamp/Month**	$88.53	$115.09	$127.17	$155.15	$169.12	$194.48
20’ or 35’ Wood Pole	**$/Pole/Month**	$4.57	$5.94	$6.56	$8.01	$8.73	$10.04

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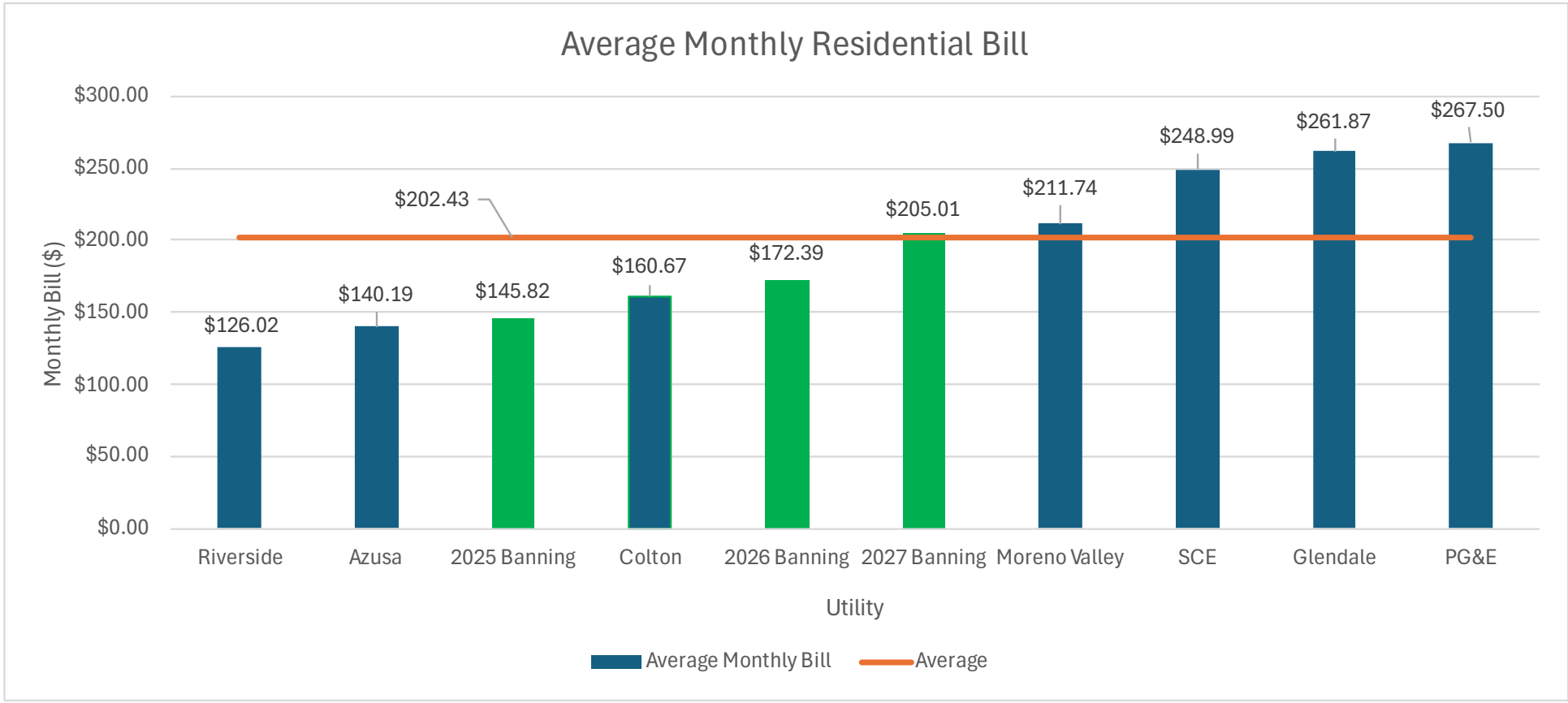
BILL COMPARISONS AND BILL IMPACTS

RESIDENTIAL MONTHLY BILL COMPARISONS:

EXISTING AND FUTURE (FY 2025, FY 2026, FY 2027)



Note: All other utility rates are current rates and do not include any future rate increase.
Based on 650 kWh/month of usage in summer months.

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RESIDENTIAL USERS BILL IMPACTS

Average Bill Impacts for Residential Customers

Fiscal Year	Average Monthly Bill ($)	Average Monthly Bill Increase ($)	Average Monthly Bill Increase (%)
2025 (Current)	$139.32	N/A	N/A
2026	$162.67	$23.35	17%
2027	$192.06	$29.39	18%
2028	$210.59	$18.53	10%
2029	$213.92	$3.33	2%
2030	$215.57	$1.66	1%

Note: PCAF held constant in bill impact analysis. Public Benefits Charge not included.

- Average monthly kWh usage of customers: 700 kWh
- Number of customers: 12,000

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SMALL COMMERCIAL SERVICE USERS BILL IMPACTS

Average Bill Impacts for Small Commercial Customers

Fiscal Year	Average Monthly Bill ($)	Average Monthly Bill Increase ($)	Average Monthly Bill Increase (%)
2025 (Current)	$1,543	N/A	N/A
2026	$1,812	$269.23	17%
2027	$2,239	$426.64	24%
2028	$2,707	$467.85	21%
2029	$2,951	$243.80	9%
2030	$2,995	$44.08	1%

Note: PCAF held constant in bill impact analysis. Public Benefits Charge not included.

- Average monthly kWh usage of customers: 11,000 kWh
- Number of customers: 45
- Rate Designation: multi-phase service for small service applications

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MEDIUM COMMERCIAL SERVICE USERS BILL IMPACTS

Average Bill Impacts for Medium Commercial Customers

Fiscal Year	Average Monthly Bill ($)	Average Monthly Bill Increase ($)	Average Monthly Bill Increase (%)
2025 (Current)	$5,196	N/A	N/A
2026	$6,058	$862	17%
2027	$7,171	$1,113	18%
2028	$7,759	$588	8%
2029	$7,968	$209	3%
2030	$8,075	$107	1%

Note: PCAF held constant in bill impact analysis. Public Benefits Charge not included.

- Average monthly kWh usage of customers: 28,500 kWh
- Number of customers: 70
- Rate Designation: multi-phase service for a variety of service applications with monthly demands between 50 and 500 kW

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INDUSTRIAL SERVICE USERS BILL IMPACTS

Average Bill Impacts for Industrial Service Commercial Customers

Fiscal Year	Average Monthly Bill ($)	Average Monthly Bill Increase ($)	Average Monthly Bill Increase (%)
2025 (Current)	$22,329	N/A	N/A
2026	$26,402	$4,073	18%
2027	$31,143	$4,742	18%
2028	$35,208	$4,065	13%
2029	$36,982	$1,774	5%
2030	$37,234	$251	1%

Note: PCAF held constant in bill impact analysis. Public Benefits Charge not included.

- Average monthly kWh usage of customers in table: 120,000 kWh
- Number of customers: 5
- Rate Designation: multi-phase service for large commercial, manufacturing, cultivation, and industrial applications

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GENERAL SERVICE USERS BILL IMPACTS

Average Bill Impacts for General Service Commercial Customers

Fiscal Year	Average Monthly Bill ($)	Average Monthly Bill Increase ($)	Average Monthly Bill Increase (%)
2025 (Current)	$400	N/A	N/A
2026	$469	$69	17%
2027	$568	$99	21%
2028	$676	$108	19%
2029	$735	$60	9%
2030	$747	$11	2%

Note: PCAF held constant in bill impact analysis. Public Benefits Charge not included.

- Average monthly kWh usage of customers in table: 2,500 kWh
- Number of customers: 300
- Rate Designation: single-phase service for small business, cottage industries, and low-use utility services

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CONCLUSIONS & NEXT STEPS

NEXT STEPS FOR THE PROJECT

- Council vote on proposed rates – September 2025.
- Community outreach materials sent out – September 2025.
- Review rate revenues annually and adjust rates accordingly.

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QUESTIONS?

NEWGEN STRATEGIES AND SOLUTIONS, LLC
225 UNION BLVD., SUITE 450
LAKEWOOD, CO 80228

JACK BUCKLEY, SENIOR CONSULTANT
JBUCKLEY@NEWGENSTRATEGIES.NET | (303) 557-7700

APPENDIX SLIDES

CLASS REVENUE CHANGES FOR COST-BASED RATES

	Residential	Small Commercial	Medium Commercial	General Service	Industrial Service	Well Service	Combined Lighting	Master Metering	Total
Test Year Revenue at Current Rates ($000)	$19,767	$1,247	$4,371	$1,751	$6,707	$800	$258	$425	$35,326
Cost of Service ($000)	$24,387	$2,253	$4,840	$2,736	$9,076	$1,484	$644	$1,062	$46,483
Revenue Increase Needed to Meet Cost of Service	**23%**	**81%**	**11%**	**56%**	**35%**	**86%**	**149%**	**150%**	**32%**

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MINUTES

CITY COUNCIL - REGULAR MEETING
CITY OF BANNING, CALIFORNIA

The following information comprises the minutes 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.

September 9, 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: John O. Pinkney, City Attorney
Arturo Vela, Acting City Manager
Vickie Sellers, City Clerk
Sandra Calderon, Acting Administrative City Clerk

1. CALL TO ORDER – 5:28 p.m.

1.1 **INVOCATION**

Performed by Reverend Preston Norman of Praise Tabernacle 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**

A motion to approve the agenda was made by Councilmember Wallace, seconded by Mayor Flynn. Motion carried unanimously 5-0.

3. PRESENTATIONS

4. REPORT ON CLOSED SESSION

John Pinkney, City Attorney

Report was provided after close session meeting.

5. PUBLIC COMMENTS, CORRESPONDENCE, APPOINTMENTS, AND REPORTS

5.1 PUBLIC COMMENTS

Mayor Flynn opened public comments.

Bill Hobbs Opposed the Sunset Crossroads warehouse project. Concern about traffic and impacts on seniors in Sun Lakes and Serrano del Vista communities. Noted promotional texts and Tv ads pushing support for the project. He supports the road connection for emergency access but not warehouses.

Howard Katz Concerned the City Treasurer lacks full access to city bank accounts and records. Noted treasurer has access to only 2 of 5 accounts and cannot sign checks. Cited City Code 2.12.070, stating this violates the treasurer's duties under municipal law.

Stuart Mckenzie Noted that September 9th marks California's admission to the Union in 1850. Wished California a happy birthday and expressed pride in the state.

Dorrie Gartzke Electric bills remain outdated and difficult to verify. She urged the City to prioritize fixing billing issues before starting new projects and stated dissatisfaction with the City of Banning's handling of the matter.

Inge Schuler Opposed the Sunset Crossroads warehouse project, citing issues with the EIR's incomplete sections. Compared promises made during the Sketchers warehouse project (jobs and revenue) to actual outcomes, questioning benefits to the city. Noted empty warehouses between Redlands and Banning, suggesting the project is unnecessary and urged rejection of the project.

Gerry Phelps Urged residents to attend the Planning Commission meeting the next night regarding general plan and rezoning proposals. Noted similarities to the past Banning Point project and emphasized importance of community involvement early in the process. Encouraged attendance regardless of position on the Sunset Crossroads project.

Oleg Ivaschuk Stressed importance of city appearance: suggested stricter upkeep of vacant storefronts along Ramsey Street to improve first impressions. Noted concerns that permit/business setup seem harder in Banning compared to nearby cities; urged review of processes. Stated general support for warehouses as revenue sources, though agreed they should not be placed near health care facilities.

Mayor Flynn closed public comments.

5.2 CORRESPONDENCE

Letters in support of and opposition of the Sunset Crossroads project have been received and will be shared with the Planning Commission for the upcoming meeting.

5.3 APPOINTMENTS

None

DRAFT

5.4 **CITY COUNCIL COMMITTEE REPORTS**

Councilmember Wallace SCAG Transportation Committee: Discussed safety and first phase of the Los Angeles Las Vegas San Francisco high speed rail (2025). RCA Workshop in Temecula: Addressed zoning and land acquisition for wildlife habitat, emphasizing balancing city development and habitat preservation. Division Meeting in Murrieta/Hot Springs: Received updates from the Battalion Fire Chief on AB 337, AB 346, and AB 79 related to transit and safety regulations.

Councilmember Barrington reported volunteering at the Stagecoach Rodeo over the past weekend. Noted good attendance at the event and thanked the community for participating.

Councilmember Miller RTA Meeting: Discussed free bus rides or ages 18 and under and routes connecting Banning to Moreno Valley, Riverside and MSJ College. TNOW meeting: Working on early morning transit route from Banning to the desert area to support workers. County Collaboration: Exploring funding for the Banning-Cabazon bus route through the county.

Mayor Flynn WRCOG: Provided update on TUMF program: $1.3B collected since 2003; $1.2B reimbursed to transportation infrastructure projects. FY 24-25: $76M collected (86% residential, 7% industrial, 7% commercial); $33M reimbursed. Project completed include Sunset overpass (2019) and contributions to Sun Lakes Extension Project (~$30M). Upcoming Events: Sate of the City (Beaumont), RTC meeting, Mobility Summit in Anaheim (regional transportation study). Joint meeting on Sept. 17 with City of Beaumont and Riverside County Animal Shelter regarding shelter renovations; Morongo offered up to $1M, estimated costs $300K-500K.

5.5 **ANNOUNCEMENTS OF CITY COUNCIL MEMBERS**

Councilmember Wallace Town Hall Meeting: September 27 at 4 p.m. at Roosevelt Williams Park; guest speaker Police Chief Avila.

Councilmember Barrington Will attend State of the City in Beaumont tomorrow.

Councilmember Miller Town Hall meeting September 20 at Banning Senior Center; guest speaker Acting City Manager, Art Vela.

5.6 **CITY TREASURER'S REPORT**

Sue Savage Access and Transparency: Treasurer has online access to only 2 of 5 city bank accounts; limited or no access to others, including LAIF, HCN Bank, and Bank of America (airport account). Raised concern about ability to safeguard city funds.
Spending and Overspending: Reported overspending of $50M over four years; $25M in a single year; July-August recent overspending of $28M. Warned of continuing trend where expenses exceed income.
Bond and Commitments: Nearly $96M in bonds issued for city projects (Water, Wastewater, Electric, Fair Oaks Ranch, successor Agency). Some bond payments appear off-schedule, raising concerns.
Balances and Future Outlook: Total city funds decreased from $30.8M to $13.2M over six months; cautioned that funds may not cover next six months' expenses.
She emphasized importance of trust and transparency in managing city finances and called for corrective action to prevent shortfalls and noted that a timeline regarding treasurer access contradicts check-signing authority for certain accounts.

5.7 **CITY MANAGER'S REPORT**

Art Vela Utility Billing: Addressed ongoing billing delays; additional staff trained and working with Central Square for programming solutions. Consumption data exists, but manual processes delay billing. April billing is expected to be completed by end of the week.
Public works Success: City removed from Canyon Lake/Lake Elsinore TMDL regulatory program as a minor contributor, reducing costs and workload.

DRAFT

Animal Shelter: RFP for assessment is out; bids are due in the first week of October to evaluate building improvements. Financial Reports & Transparency: Clarified Wells Fargo and other accounts details; big statements provided even if online access is limited. Fiscal year budgeting explained to contextualize reported overspending.
Bonds & Balances: Bonds are highly regulated, and payments are made as required. Account balances fluctuate seasonally; six-month snapshot does not represent full fiscal year.
Staffing & Fiscal Challenges: Noted vacancies in fiancé positions (Deputy Director, Finance Director, Finance Manger) and ongoing efforts to resolve Banning Electric Utility financial issues.
Cash Flow & Fund Balances: Reiterated city has sufficient funds to cover bills for the next six months; negative fund balances are being addressed.

5.8 **CITY ATTORNEY'S REPORT**
John Pinkney Clarified that the Treasurer's statements represent personal opinions and were not vetted or approved by city staff or Council. City Council has retained a consulting team to assess the city's financial position and develop a stainable plan. Corrected the Treasurer's interpretation of Government Code Section 53607: Councils are not required to delegate sole investment authority to the treasurer. Banning's policy includes checks, balances, and adherence to lawful investments; prohibits high-risk investments (e.g., cryptocurrency). Staff support and licensed investment advisors are utilized; approach aligns with standard practices in California general law cities.

6. INTERVIEWS AND SELECTION OF EXECUTIVE RECRUITER FOR CITY MANAGER RECRUITMENT WITH FINALIST FIRMS, RALPH ANDERSEN & ASSOC. AND PECKHAM & MCKENNEY

6.1 Interviews and Selection of Executive Recruiter for City Manager with Finalist Firms Ralph Anderson & Associates and Peckham & McKenney

Bob Deis Council will interview and select a preferred executive recruitment firm for the City Manager search; two finalist firms.

Peckham & McKinney and Ralph Anderson & Associates presented their qualifications for executive recruitment. Each firm highlighted experience placing city managers and their recruitment process.

Council Discussion:
Importance of avoiding repeated turnover though proper vetting. Preference expressed for Peckham and McKinney due to broader candidate network and LA area connections.
Internal candidate encouraged to apply and evaluated alongside external applicants.
Recruitment timeline estimated at 12-16 weeks, with potential acceleration for strong candidates.

Mayor Flynn opened public comments

Frank Connelly recommended that firms not have previous connections to the former City Manager or his prior city. Stressed that candidates should have strong personal financial backgrounds (no foreclosures or bankruptcies). Suggested consideration of internal candidate for the City Manager position.

Rita Chapparosa Advocated for hiring internal candidate to save costs. Emphasized importance of ta thorough candidate background check, citing past recruitment issues, and suggested possibly involving members of the public in an interview board for high-level positions.

Mayor Flynn closed public comments

Discussion: Clarified that current City Manager is not retiring. Supported using an outside recruiter for a thorough search, while allowing internal candidate, Art to apply. Expressed concern about localized recruiting networks and potential nepotism with Ralph Anderson & Associates. Preferred

DRAFT

Peckham & McKinney for broader regional contacts and presentation quality.

A motion to select Peckham & McKinney as the executive recruitment firm for City Manager search was made by Mayor Flynn, seconded by Mayor Pro Tem Royce. Motion carried unanimously 5-0.

7. 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.

7.1 Approval of the meeting minutes for the August 26, 2025 City Council meetings.
7.2 Receive and File Cash and Investments Report for the Month of June 2025.
7.3 Receive and File Cash and Investments Report for the Month of July 2025.
7.4 Receive and File the FY 2024/2025 Health and Safety Code (HSC) 13146.4 Annual Inspection Report of Certain Occupancies Pursuant to Sections HSC 13146.2 and 13146.3.
7.5 Accept as Complete Various Improvements Related to the Atwell Specific Plan Development and Authorize 90% Reduction of the Improvement Bonds.
7.6 Remove from the Table and Approve the Receipt and File of (1) the Receipts, Disbursements, and Fund Balances Reporting for Fiscal Year 2024/2025, Periods 5-6, November and December 2024, (2) Accounts Payable and Payroll Warrants Issued in the Month of February 2025, and (3) Cash and Investments Report for the Month of February 2025.
7.7 Consideration of Resolution 2025- 121, Amending the Classification & Compensation Plan for the City of Banning Related to the Finance Director and Human Resources Director Positions.
7.8 Consideration of Resolution 2025-124, Approving Amendment No. 4 to the Professional Services Agreement with Engineering Resources of Southern California for an additional $500,000 for Plan Check, Inspections and Related Administrative Services.
7.9 Consideration of Resolution 2025- 126, Awarding a Construction Contract for Project No. 2023-06W Lions Park Non-Potable Water Conversion Project, to Superb Engineering, Inc. in the amount of $920,672.10 and approving a 10% contingency for a total budget of “Not-to-Exceed” $1,012,739.31.
7.10 Consideration of Resolution 2025-127, Approving and Setting Forth Cannabis Retail Tax Delinquency Penalties and Interest Pursuant to Banning Municipal Code Chapter 3.15.
7.11 Consideration of Resolution 2025- 128, A Resolution of the City Council of the City of Banning, California, reprogramming approved Community Development Block Grant Funds in the amount of $237,405.93 from FY 2019-20 - Repplier Park Rehabilitation and improvement project ($82,236.13) and FY 2020-21 - Roosevelt Williams Park Project ($20,400) and FY 2020-21Sylvan Park Improvement Project ($134,769.80) To Lion's Park Project #2 ($237,405.93).
7.12 Consideration of Resolution 2025- 129, Approving an Agreement in the Amount of $30,000 Per Year with Duke's Root Control, Inc. of Elgin, IL for the application of Root Control Agents within the Sewer Collections System.
7.13 Consideration of Resolution 2025-130, authorizing the City Manager to execute Amendment No. 2 to the Transportation Uniform Mitigation Fee Program Reimbursement Agreement with Western Riverside Council of Governments for up to $20,000,000 for the Sun Lakes Boulevard Extension Project.

Mayor Flynn pulled items: 7.6, 7.7 and 7.10.

Mayor Flynn opened public comments on items not pulled:
7.1,7.2,7.3,7.4,7.5,7.8,7.9,7.11,7.12,7.13.

No public comments.

Mayor Flynn closed public comments.

DRAFT

Motion by Councilmember Wallace to approve the items not pulled.
Seconded by Councilmember Barrington.
Motion carried unanimously 5-0.

Item 7.6 was discussed by staff and Council.

Mayor Flynn questioned specific expenditures: Opportunity Village sound wall (no longer active), replacement refrigerator for Electric Dept. ($1,382), and Wayfair furniture (~$7,100) for 467 E. Hoffer. House is not currently a transition home, raising questions. Council agreed to refer to city attorney for review due to potential legal issues with the arrangement.

Motion by Mayor Pro Tem to receive and file item 7.6.
Seconded by Mayor Flynn
Motion carried unanimously 5-0.

Item 7.7 was discussed by staff and Council.
Council reviewed pay ranges using median salaries.
Finance Director: $180,348-$243,989; HR Director: $163,387-$221,043.
Small adjustments made due to fixed pay grades.

Mayor Flynn opened public comments.
None

Mayor Flynn closed public comments.

Motion by Mayor Pro Tem Royce to Approve Resolution 2025-121, Amending the Classification & Compensation Plan for the City of Banning Related to the Finance Director and Human Resources Director Positions
Seconded by Councilmember Wallace
Motion carried unanimously 5-0.

Item 7.10 was discussed by staff and Council.
Council reviewed a proposed resolution to establish penalties and interest for late cannabis tax payments.
Late payment structure:
1. Initial late payment: 25% penalty +1% interest if unpaid after 45 days (quarterly payment deadline).
2. Additional late payment: After 30 more days, an extra 50% penalty+1% interest (total 2%).
3. Continued delinquency: 1% interest per month accrues until paid.

Example: for $100 gross receipts, payment after 45 days=$12.60; after 75 days = $17.78.
Resolution aligns with practices in other cities.
Mayor Flynn opened public comments.
Frank Connelly Noted that as a retailer, under the State Board of Equalization, quarterly returns incurred penalties if not filed or paid on time. He emphasizes that penalties for late payment are standard practice.

Sue Savage expressed appreciation for the cannabis tax penalty topic, noting it is an income-generation matter for the city.

Mayor Flynn closed public comments.

Motion by Mayor Pro Tem Royce to Approve Resolution 2025-127, Approving and Setting Forth Cannabis Retail Tax Delinquency Penalties and Interest Pursuant to Banning Municipal Code Chapter 3.15

DRAFT

Seconded by Councilmember Barrington
Motion carried unanimously 5-0**.**

8. PUBLIC HEARINGS

None

9. REPORTS OF OFFICERS

9.1 Update on the Planned Community Garden in the City Owned Lot in the Vicinity of 22nd Street and Adams Avenue.

Ralph Wright, Parks & Rec. Director Original project near 22nd St. & Adams Ave. was halted by the Chamber of Commerce after a board reorganization; lease allows termination with 90 days' notice. Banning Blue Zones: Declined to take on large-scale garden; instead promoting micro-community gardens in partnership with churches and nonprofits. First projects expected within a month. Parks Department: Exploring a small community garden near the Senior Center.
Updates:

- Farmer's market planned at the community Center on Thursday evenings (site and schedule pending finalization).
- Monthly fee produce distribution being coordinated with Supervisor Gutierrez's office and non-profit N-Star.

Parks and Rec. will continue exploring partnerships and opportunities to increase access to healthy food and gardens in Banning.

Mayor Flynn opened public comments.
Frank Connelly requested an update on the 22nd Street property to clarify its status and limitations, since the original community garden project is no longer moving forward. He suggested exploring alternative uses for the property, including coordinating a farmer's market or food vendor events similar to previous fairs, which were successful and accessible to the public

Sue Savage suggested including Sun Lakes and their Garden Club in the City's community garden efforts. Noted that Pat Pennington had previously discussed a collaborative garden project between Sun Lakes and the city. Requested the Council and staff consider Sun Lakes as part of future community garden initiatives.

Mayor Flynn closed public comments.

Council Discussion:
Councilmember Barrington: Noted a fenced area at Dysart Park labeled "Sun Lakes Community Garden: that has become overgown.
Councilmember Miller: supported the food truck and farmer's market idea but cautioned that Blue Zones has guidelines for healthy living, which may limit certain food vendors.

Lease Termination: Chamber has verbally indicated intent to terminate the lease but has not yet provided the required 90-day written notice. Staff will facilitate this.

Action: Item was informational only; no vote or formal action required.

9.2 Appointment of Arturo Vela as the Interim City Manager and Approval of Employment Agreement with Mr. Vela to serve as the City's Interim City Manager with an annual salary of $297,100 and other compensation items that are consistent with those currently provided to Directors including, but not limited to vacation leave, sick leave, holidays, management paid leave, CalPERS retirement, health and welfare benefits, and automobile allowance**.**

Art Vela, Acting City Manager, recused himself on this item.

DRAFT

City Attorney, John Pinkney provided the staff report:

- Annual salary: $297,100 (5% increase from Public Works Director position).
- Benefits consistent with other Directors: Vacation, Sick Leave, Holidays, management Paid Leave, CalPERS Retirement, Health and Welfare Benefits, and Automobile Allowance.
- At-will agreement: Ends upon appointment of permanent City Manager or per termination provisions.
- Right to return to previous position if Interim Agreement ends or another permanent City Manager is appointed.
- Salary increase offset by savings from the vacant Public Works Director position.

Mayor Flynn opened public comments.
Laura Leindecker spoke in support of approving Mr. Vela as Interim City Manager. She also expressed that she would like to see him continue as a permanent City Manager, though she acknowledged that is separate issue.

Mayor Flynn closed public comments.

Motion by Councilmember Wallace to Appoint Arturo Vela as the Interim City Manager and Approval of Employment Agreement with Mr. Vela to serve as the City's Interim City Manager with an annual salary of $297,100 and other compensation items that are consistent with those currently provided to Directors including, but not limited to vacation leave, sick leave, holidays, management paid leave, CalPERS retirement, health and welfare benefits, and automobile allowance.
Seconded by Mayor Pro Tem Royce.
Motion carried unanimously 5-0**.**

10. DISCUSSION ITEMS

None

11. ITEMS FOR FUTURE AGENDAS

11.1 **NEW ITEMS**

1. Streamline Procurement Policy (Flynn)
2. Comp. & Class Salaries (Royce)
3. LMD Alternative Sources (Royce)

11.2 **EXISTING ITEMS**

1. Update on Community Garden (Flynn)
2. Animal Control Facility Assessment (Flynn)
3. Emergency Preparedness (Barrington)
4. Contractor(s) to do Citywide Cleanup (Flynn)
5. Emergency Preparedness (Barrington)
6. Recruitment for City Manager (Wallace)
7. Review and Update Council Travel Policy (Flynn)

Future Agenda Items:
1. Explore establishing a community garden within the Sun Lakes community.

Items 1,3, and 6 should be removed from the existing list (1 addressed, 3 duplicate, 6 addressed).

Request from Councilmember Miller for policy update on how agenda items are placed.
Request from Councilmember Barrington for comprehensive review of procurement policies including vendor contracts, insurance, and requirements for new businesses.

12. ADJOURNMENT

DRAFT

A motion to adjourn the meeting was made by Councilmember Miller, seconded by Mayor Pro Tem Royce.

Motion carried unanimously 5-0, and the meeting was adjourned at 8:08 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/234?view_id=1&redirect=true

DRAFT

CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Arturo Vela, Interim City Manager**
PREPARED BY:	**Sandra Calderon, Acting Administrative City Clerk** **Todd Hopkins, CalFire Division Chief**
MEETING DATE:	**September 23, 2025**
SUBJECT:	**Receive and File Fire Protection Services Statistics for the Month of August 2025.**

RECOMMENDATION:

Receive and file.

BACKGROUND:

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

JUSTIFICATION:

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

FISCAL IMPACT:

None.

ALTERNATIVES:

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

BUDGETED?:

No

CONTRACT/AGREEMENT:

No

ATTACHMENTS:

1. jurisreport_banning.pdf

Riverside County Fire Department/ CAL FIRE

Jurisdiction Summary for City of Banning

Bill Weiser

Fire Chief

8/1/2025 to 8/31/2025

Incident Response Activity

***At least 1 Resource Dispatched**

Incident Type	#
	4
False Alarm	25
Haz Mat	1
Medical	401
Other Fire	6
Public Service Assist	30
Res Fire	2
Rescue	1
Standby	1
Traffic Collision	21
Vehicle Fire	4
Wildland Fire	1
Incident Total	**497**

Average Enroute to On-Scene Time

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

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	369
Total:	**369**

Mutual Aid Given

Engine	202
Total:	**202**

Mutual Aid Received

	29
Breathing Support	2
Brush	32
Chief	18
EMD	2
Engine	177
Environmental Health	1
HazMat	2
Patrol	11
PIO	4
Squad	27
Truck/Quint	8
Water Tender	1
Total:	**314**

Truck Report

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

T2 recorded 1 responses in City of Banning from 8/1/2025 1:40:10 PM to 8/31/2025 1:40:10 PM

Significant Incidents

25CARRU121778

8/3/2025 12:55:00PM

CAL FIRE / Riverside County Fire Department responded to multiple reports of a residential structure fire at the above address. The first arriving Company Officer reported one residential structure well involved with multiple adjacent structures beginning to burn and a second alarm was requested. The fire which was being driven by wind, was threatening numerous adjacent structures and a total of four alarms worth of Fire Department resources responded. Firefighters were able to contain the fire within approximately three hours of arrival. A total of seven structures were damaged due to the fire and multiple residents were displaced.

Riverside County EMD as well as the American Red Cross responded to the incident to assist the displaced homeowners. One civilian sustained major injuries and one Firefighter sustained minor injuries. Both were transported to local hospitals for further treatment. Firefighters will remain on scene for several hours working towards full extinguishment. The City of Banning Building and Safety Department has been notified of the need to red tag several properties which have had gas and electric service shut off.

Update
After the completion of damage inspection, three residential structures were destroyed, one outbuilding was destroyed, and three residential structures were damaged.

25CARRU123275

8/6/2025 9:31:00AM

CAL FIRE/Riverside County Fire Department responded to a hazardous materials incident at the location above. The first arriving chief officer confirmed a semi-trailer was leaking liquid from the back of the trailer. The contents of the trailer was a product known as Styrene Solvent Naphtha. Riverside County Fire Department Haz Mat Team, after inspection determined the liquid was water from melted Ice. The product containers were still intact. Riverside County Enviromental Health took control of the incident. No injuries occurred during the incident.

25CARRU136315

8/29/2025 2:25:00AM

CAL FIRE/Riverside County Fire Department responded to multiple reports of a traffic collision with fire near Interstate 10 and 8th Street in the City of Banning. The first arriving Company Officer reported one semi-truck on its side with the tractor well involved in fire. Firefighters contained the fire to the tractor with minor extension into the trailer. The driver of the truck was assessed on scene for minor injuries however declined transportation by ambulance.

All eastbound lanes of Interstate 10 are closed with traffic being diverted at 8th Street. The closure is anticipated to last for approximately two to three hours while CHP conducts an investigation and CALTRANS performs cleanup.

CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Arturo Vela, Interim City Manager**
PREPARED BY:	**Kristine Gutierrez, Community Development Operations Manager** **Vincent Avila, Chief of Police**
MEETING DATE:	**September 23, 2025**
SUBJECT:	**Receive and File Code Enforcement Statistics for the Month of August 2025**

RECOMMENDATION:

Receive and file.

BACKGROUND:

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

JUSTIFICATION:

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

FISCAL IMPACT:

None.

ALTERNATIVES:

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

BUDGETED?:

Yes

CONTRACT/AGREEMENT:

No

ATTACHMENTS:

1. Code Stats August '25.pdf

BANNING POLICE DEPARTMENT
AUGUST, 2025

Code Enforcement	Aug-25	Aug-24	% CHGE	YTD-25	YTD-24	% CHGE
New Cases Opened	115	30	283%	509	1243	-59%
Total Cases Open	361	392	-8%	3115	3574	-13%
Notice of Violations Issued	368	119	209%	1545	142	988%
Violations Resolved	249	247	1%	1252	3340	-63%
Citations Issued	12	5	140%	61	20	205%
Inspections Completed	325	32	916%	1440	1316	9%
Collected Fee's (Citations)	190	9375	-98%	2451.67	12480.2	-80%
Red Tagged Properties	3	2	50%	19	10	90%
AVA Program Vehicles Abated	0	1	-100%	0	9	-100%
Weed Abatement Cost Recovery	0	3231.64	-100%	90935.03	3231.64	2714%
72 Hour Parking (NOV) CVC 22651 K	49	0	4900%	142	14	914%
Unhoused Encampments Tagged (PC602)	13	0	1300%	45	3	1400%

CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Arturo Vela, Interim City Manager**
PREPARED BY:	**Yvette Vaca, Administrative Sergeant** **Vincent Avila, Chief of Police**
MEETING DATE:	**September 23, 2025**
SUBJECT:	**Receive and File Police Department Statistics for the Month of August 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. AUGUST 2025 Stats and group A Offense Report.pdf

BANNING POLICE DEPARTMENT
AUGUST, 2025

CRIME	Aug-25	Aug-24	% CHGE	YTD-25	YTD-24	% CHGE
PART 1 CRIMES						
Homicide	0	0	0%	4	2	100%
Rape	1	0	100%	4	4	0%
Robbery	1	2	-50%	9	5	80%
Assaults Agg/Simp	18	16	13%	111	131	-15%
Burglary	1	3	-67%	22	84	-74%
Vehicle Theft	3	16	-81%	38	72	-47%
Larceny	19	24	-21%	85	164	-48%
OTHER						
Narcotics	8	15	-47%	45	82	-45%
DUI	5	1	400%	23	14	64%
T/C Non-Injury	0	9	-100%	85	113	-25%
T/C Injury	3	0	300%	29	27	7%
T/C Fatal	0	0	0%	0	0	0%
Transient Calls	207	131	58%	1340	1174	14%
Unattended Death	3	1	200%	23	22	5%
246PC	0	0	0%	32	33	-3%
Citations	152	140	9%	926	661	40%
Total Incidents	3987	3339	19%	24981	23753	5%

Group A Offense Report

Beginning Date: 08/01/2025 **Ending Date: 08/31/2025**

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	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	1	3	-66.67%	0	0.00%	3.85%	3.13
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	6	10	-40.00%	1	16.67%	23.08%	18.75
Simple Assault	12	7	71.43%	6	50.00%	46.15%	37.50
Intimidation	7	1	600.00%	7	100.00%	26.92%	21.88
Kidnapping/Abduction	0	2	-100.00%	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	**26**	**24**	**8.33%**	**14**	**53.85%**	**30.95%**	**81.25**
Robbery	1	1	0.00%	1	100.00%	2.70%	3.13
Burglary/Breaking & Entering	1	4	-75.00%	0	0.00%	2.70%	3.13
Larceny/Theft Offenses	19	13	46.15%	3	15.79%	51.35%	59.38
Motor Vehicle Theft	3	10	-70.00%	0	0.00%	8.11%	9.38
Arson	0	0	NA	0	0.00%	0.00%	0.00
Destruction Of Property	11	11	0.00%	3	27.27%	29.73%	34.38
Counterfeiting/Forgery	0	2	-100.00%	0	0.00%	0.00%	0.00
Fraud Offense	0	0	NA	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	0	NA	2	100.00%	5.41%	6.25
Crimes Against Property Total	**37**	**41**	**-9.76%**	**9**	**24.32%**	**44.05%**	**115.63**
Drug/Narcotic Violations	7	6	16.67%	6	85.71%	33.33%	21.88
Drug Equipment Violations	8	10	-20.00%	8	100.00%	38.10%	25.00
Gambling Offenses	1	0	NA	0	0.00%	4.76%	3.13
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	5	8	-37.50%	4	80.00%	23.81%	15.63
Animal Cruelty	0	0	NA	0	0.00%	0.00%	0.00
Crimes Against Society Total	**21**	**24**	**-12.5%**	**18**	**85.71%**	**25%**	**65.63**
Total Group "A" Offenses	**84**	**89**	**-5.62%**	**41**	**48.81%**	**100%**	**262.5**

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

* Adjusted population base: 32,000

CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Arturo Vela, Interim City Manager**
PREPARED BY:	**Yvette Vaca, Administrative Sergeant** **Vincent Avila, Chief of Police**
MEETING DATE:	**September 23, 2025**
SUBJECT:	**Receive and File Animal Control Statistics for the Month of August 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 August 2025.pdf

BANNING POLICE DEPARTMENT
AUGUST, 2025

CATEGORY	Aug-25	Aug-24	% CHGE	YTD-25	YTD-24	% CHGE
Calls for Service	110	71	55%	839	802	5%
Animals Impounded	8	0	800%	46	52	-12%
Animals Euthanized	1	0	100%	11	29	-62%
Bite Reports	2	1	100%	24	21	14%
Citations Issued	0	0	0%	0	0	0%
Fees/Bills/Outside Costs	589	0	58900%	4113.09	8039.86	-49%

CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Arturo Vela, Interim City Manager**
PREPARED BY:	**Patrick Safari, Capital Improvement Projects Manager** **Nathan Smith, Deputy Director of Public Works/City Engineer**
MEETING DATE:	**September 23, 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 August 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	97%	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	100%	Project Approved for Funding by the State. Proposal solicitation. Contract award.	Construction completed.	Prepare punchlist. CC NOC	9/30/25	$ 649,954
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. Bids due 9/18/25	Award Contract	7/30/25	$ 500,000
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	Bids evaluations are complete	Award Contract	12/1/25	$ 585,000
Streets	2023-11	HSIP Wilson St & 12 St Intersection Upgrade	PS&E	5%	Project approved for funding by Caltrans	RFP approved for release	Advertize project	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	100%	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	40%	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.	Finshed concrete encased of underground electrical conduits, setting concrete slab box BEU's electrical transfomer.	Pour concrete for the footings, slab and begin vertical construction.	7/30/26	$ 3,774,100
Water	2023-15W	Ramsey Street Water Line	Construction	100%	16" DIP for the actual mainline alignment has been completed and tested. Services installed.	NOC approved by CC 8/26/25	Issue Retention	5/24/25	$ 1,199,106
Water	2022-07W	Well M12A (Phase 2: Well Equipping an Site Development)	Construction	40%	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.	Finished pouring concrete clab, first 6-foot CMU block lift and well head concrete pedestal.	Finish CMU wall construction and start roofing.	7/30/26	$ 2,684,990
Water	20254-08W	Banning Canyon Stormwater Repairs	Construction	90%	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.	10/1/25	$ 362,866
Recycled Water	2024-1RW	Charles Street and Lincoln Street Booster Station and Reservoirs	Construction	60%	Project was awarded, a NTP was issued followed by pre-con meeting and submittal reviews.	Charles St - Pump cans installed and Reservoir Tank coating. Lincoln St - Pump Cans have been installed and bolted tank is installed	Underground piping followed and building improvements.	2/1/26	$ 10,160,200
Recycled Water	2023-06RW	Lions Park Non-Potable Water Conversion	Construction	2%	Project Awarded. Kick Off Meeting. Surveying and utility research	Project awarded by CC on 9/9/25	Pre-Construction meeting	12/1/25	$ 920,672
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, Interim City Manager**
PREPARED BY:	**Nate Smith, Deputy Director of Public Works/City Engineer**
MEETING DATE:	**September 23, 2025**
SUBJECT:	**Consideration of Accepting an Easement from Tri-Pointe Homes for Storm Drain Purposes Within Tract 37388-3 of the Atwell Project**

RECOMMENDATION:

Accept an Easement from Tri-Pointe Homes for Storm Drain Purposes Within Tract 37388-3 of the Atwell Project.

BACKGROUND:

On February 27th, 2024, the City Council adopted Resolution 2024-29 authorizing the recordation of Final Maps 37388-1, 37388-2, and 37388-3. Within Final Map 37388-3, Lot O was created for roadway and utility purposes. Tri-Pointe Homes as since completed grading and drainage plans for this tract map and is in the process of completing these improvements. This easement will allow for storm water to be conveyed from the project site to the storm drain main line in Highland Home Road.

JUSTIFICATION:

It is necessary to obtain the easement for the ongoing maintenance of the storm drain pipe connecting the tract to the storm drain main line in Highland Home Road.

FISCAL IMPACT:

None

ALTERNATIVES:

Do not accept the easement and provide alternative direction.

BUDGETED?:

No

CONTRACT/AGREEMENT:

No

ATTACHMENTS:

1. Certificate of Acceptance.pdf
2. Strom Drain Easement - Grand Deed, Legal Description, Plat.pdf

When Recorded Mail To:
City Clerk
City of Banning
P.O. Box 998
Banning, CA 92220

NO RECORDING FEE PER SECTION 6103 OF THE GOVERNMENT CODE.

SPACE FOR RECORDER'S USE

CERTIFICATE OF ACCEPTANCE

This is to certify that the EASEMENT – PUBLIC STORM DRAIN PURPOSES from **Tri-Pointe Homes IE-SD, Inc.** dated 8/11/2025, is hereby accepted by THE CITY OF BANNING pursuant to authority conferred by the City Council this 23th day of September, 2025, and the grantees consent to recordation thereof by its duly authorized agent.

Dated:_____

CITY OF BANNING

By_____
Sandra Calderon
Acting Administrative City Clerk

EXEMPT RECORDING REQUESTED BY City of Banning PER GOV'T CODE 6103 AND WHEN RECORDED MAIL TO: City of Banning – City Clerk P.O. Box 998 Banning, CA 92220 MAIL TAX STATEMENTS TO: City of Banning – City Clerk P.O. Box 998 Banning, CA 92220	

APN: 408-710-009 & 093

EASEMENT – PUBLIC STORM DRAIN PURPOSES

The undersigned, being the present title owner(s) of record of the herein described parcel of land, do hereby grant to the City of Banning, a municipal corporation, and its successors or assigns an easement for public storm drain purposes, the real property situated in the City of Banning, County of Riverside, State of California, described in Exhibit "A" (legal description) and shown on Exhibit "B" (plat map) attached hereto and incorporated herein by this reference as though set forth in full.

It is understood and agreed that the City of Banning and its successors or assigns shall incur no liability with respect to such easement, and shall not assume any responsibility for the offered parcel of land or any improvements thereon or therein, until such offer has been accepted by appropriate action of the City Council, or of the local governing bodies or its successors or assigns.

The provisions hereof shall inure to the benefit of and be binding upon heirs, successors, assigns, and personal representatives of the respective parties hereto.

IN WITNESS THEREOF, these presents have executed this instrument this 11th day of August, 2025.

Tri Pointe Homes IE-SD, Inc.
Individual/Corporation (Type Name)

Signature

Brian Ortwein, Vice President of Project Management
Name and Title (Type)

See acknowledgements attached to this document.

ACKNOWLEDGMENT

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

State of California
County of Riverside)

On 8/11/25 before me, Ryan Hinton / Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

RYAN HINTON
Notary Public - California
Riverside County
Commission # 2514118
My Comm. Expires Mar 11, 2029

Signature Ryan Hinton (Seal)

EXHIBIT "A"

PUBLIC STORM DRAIN AND MAINTENANCE EASEMENT
CITY OF BANNING PROJECT ID NO. RW 25-0009
LEGAL DESCRIPTION

AREA 1:

BEING ALL OF LOT 'O' OF TRACT NO. 37388-3, IN THE CITY OF BANNING, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS FILED IN MAP BOOK 495, PAGES 14 THROUGH 21, INCLUSIVE, RECORDS OF SAID COUNTY.

SAID PUBLIC STORM DRAIN AND MAINTENANCE EASEMENT CONTAINS 4,332 SQUARE FEET, MORE OR LESS.

AREA 2:

BEING A PORTION OF LOT 3 OF TRACT NO. 37388-3, IN THE CITY OF BANNING, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS FILED IN MAP BOOK 495, PAGES 14 THROUGH 21, INCLUSIVE, RECORDS OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 'O', SAID POINT BEING ON THE SOUTH LINE OF SAID LOT 3, AS SHOWN ON SAID TRACT NO. 37388-3;

THENCE SOUTH 89°46'46" EAST 9.60 FEET TO THE EAST LINE OF SAID LOT 3, ALSO BEING ON THE WEST LINE OF LOT 'I', AS SHOWN ON SAID TRACT NO. 37388-3;

THENCE ALONG SAID EAST LINE OF LOT 3 AND SAID WEST LINE OF LOT 'I' THE FOLLOWING TWO (2) COURSES:

1. SOUTH 1°35'06' WEST 4.03 FEET;

2. SOUTH 0°13'14" WEST 9.97 FEET TO THE SOUTHEAST CORNER OF SAID LOT 3, ALSO BEING THE NORTHEAST CORNER OF LOT 'AA', AS SHOWN ON SAID TRACT NO. 37388-3;

THENCE ALONG THE SOUTH LINE OF SAID LOT 3 AND THE NORTH LINE OF SAID LOT 'AA' NORTH 89°46'46" WEST 9.50 FEET TO THE SOUTHWEST CORNER OF SAID LOT 3 AND THE NORTHWEST CORNER OF SAID LOT 'AA', ALSO BEING ON THE EAST LINE OF SAID LOT 'O';

THENCE ALONG THE WEST LINE OF SAID LOT 3 AND THE EAST LINE OF SAID LOT 'O' NORTH 0°13'14" EAST 14.00 FEET TO THE **POINT OF BEGINNING.**

SAID PUBLIC STORM DRAIN AND MAINTENANCE EASEMENT CONTAINS 133 SQUARE FEET, MORE OR LESS.

EXHIBIT "A"

PUBLIC STORM DRAIN AND MAINTENANCE EASEMENT
CITY OF BANNING PROJECT ID NO. RW 25-0009
LEGAL DESCRIPTION

SUBJECT TO ALL CONDITIONS, RESERVATIONS, EASEMENTS AND RIGHTS OF RECORDS, IF ANY.

SEE EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

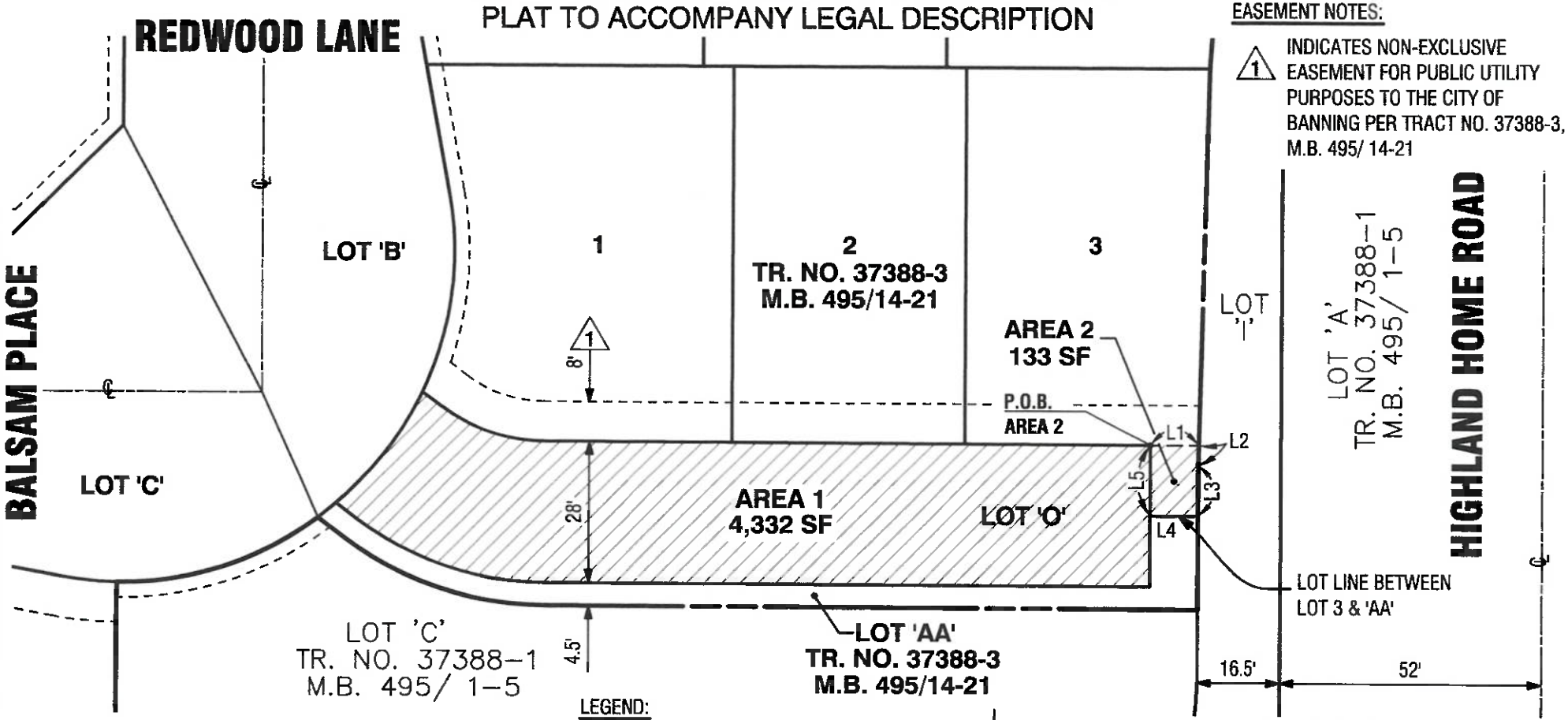
PREPARED UNDER THE SUPERVISION OF:

8-11-25

DARYL J. CHRISTIAN, PLS 8554 DATE

EXHIBIT "B"

PUBLIC STORM DRAIN & MAINTENANCE EASEMENT
CITY OF BANNING PROJECT ID NO. RW 25-0009
PLAT TO ACCOMPANY LEGAL DESCRIPTION



EASEMENT NOTES:

1. INDICATES NON-EXCLUSIVE EASEMENT FOR PUBLIC UTILITY PURPOSES TO THE CITY OF BANNING PER TRACT NO. 37388-3, M.B. 495/ 14-21

LEGEND:

INDICATES AREA FOR PUBLIC STORM DRAIN & MAINTENANCE EASEMENT

LINE TABLE		
LINE #	BEARING	DISTANCE
L1	S 89°46'46" E	9.60'
L2	S 1°35'06" W	4.03'
L3	S 0°13'14" W	9.97'
L4	N 89°46'46" W	9.50'
L5	N 0°13'14" E	14.00'

PROFESSIONAL LAND SURVEYOR
DARYL J. CHRISTIAN
LS 8554
STATE OF CALIFORNIA

SCALE: 1" = 30'

15 0 30

GRAPHIC SCALE

SURVEYOR'S CERTIFICATE

PREPARED UNDER THE SUPERVISION OF:

8-11-25

DARYL J. CHRISTIAN DATE
LICENSED LAND SURVEYOR NO. 8554

MDS CONSULTING
5 PETERS CANYON ROAD
SUITE 305
IRVINE, CA 92606
(949) 251-8821
WWW.MDSCONSULTING.NET
PLANNERS ENGINEERS SURVEYORS

CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Arturo Vela, Interim City Manager**
PREPARED BY:	**Barbara Mason, Chief Procurement Officer** **Barbara Mason, Chief Procurement Officer**
MEETING DATE:	**September 23, 2025**
SUBJECT:	**Receive and File Contracts Approved Under the City Manager's Signature Authority and Inventory Reports for August 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. 2025-09 August 2025 Executed Contracts up to 25,000.pdf

Contracts Approved Within City Manager Signature Authority

FOR MONTH OF AUGUST 2025					
City Manager Approval Date	**Vendor Name**	**Description of Item/Service**	**Contact Award Total**	**Department/ Division**	**Comments**
8/7/2025	H&L Charter Co., Inc.	Big Bear OEP Trip	3,747.50	CS - Parks	Outdoor Equity Grant
8/11/2025	Garon Wyatt Investigative Services, LLC	Investigative Services	25,000.00	CM - Human Resources	
8/14/2025	SCPPA	Technical Reference Manual	3,284.00	PW - Electric	CM Signed 3/20/25
8/18/2025	Russ Brannon Consulting	Financial Management and Process Improvement Consulting Services	25,000.00	CM - City Manager	
8/20/2025	MV Cheng & Associates	Temporary Staffing Services- Finance	50,000.00	AS - Finance	B-30 Sec 3-105-Exception
8/20/2025	Trullion, Inc.	GASB 87-96 Software As A Service	16,250.00	AS - Finance	
8/21/2025	So Cal Arbor Care, Inc.	Sylvan Park - Large Tree Trimming	4,200.00	CS - Parks	CUPCCAA
8/25/2025	West Associates Engineering, Inc.	Water Loss Audits - 3 yr	4,350.00	PW - Water	
8/25/2025	So Cal Arbor Care, Inc.	Mexican Fan Palm - Remove/Stump Grind	10,800.00	CS - Parks	CUPCCAA

Change Orders Approved Within City Manager Signature Authority					
FOR MONTH OF AUGUST 2025					
Date	**Vendor Name**	**Description of Item/Service**	**Contact Award Total**	**Change Order**	**Comments**
8/7/2025	Wanderlust	Rental Agreement			Food Truck- Extension
8/11/2025	Pinnacle Petroleum, Inc.	Bulk Fuel - Unleaded and Diesel	1,000,000.00	500,000.00	Reso. No.2024-124
8/22/2025	The Baldwin Group Wealth Advisory	Employment plans	20,000.00		Name Change only
8/25/2025	Layne Christensen Company	Repair Well 5	219,938.86		Time extension only
8/25/2025	RE Chaffee Construction Inc	Well C-8	3,431,000.00	-	Time extension only

INVENTORY PURCHASES OVER $25K					
FOR MONTH OF AUGUST 2025					
Date	**Vendor Name**	**Description of Item/Service**	**Amount**	**Department**	**Comments**
8/14/2025	Orange County Winwater Works Co.	Spray Paint, Socket, Wedding Band, etc.	70,080.73	PW - Water	
8/20/2025	Anixter	125 AMP, Locking Clips, Misc.	68,518.91	PW - Electric	

CITY OF BANNING
STAFF REPORT

TO: **CITY COUNCIL**

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

PREPARED BY: **Michelle Green, Interim Administrative Services Director**
Michelle Green, Interim Administrative Services Director

MEETING DATE: **September 23, 2025**

SUBJECT: **Receive and File Accounts Payable and Payroll Warrants Issued in the Month of May 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	195304-195726	$3,111,645.47	
Voided/Reissue Checks		$ -35,903.17	
Check Total			**$3,075,742.30**
Wires Total	1170-1171		**$3,363,952.50**
ACH Payments:	9008263-9008285		
Payroll Direct Deposit	05/02/2025	$ 678,206.91	
Payroll Direct Deposit	05/16/2025	$ 618,242.63	
Payroll Direct Deposit	05/30/2025	$ 620,705.02	
Other Payments		$1,572,261.94	
ACH Total			**$3,489,416.50**
Payroll Checks:	13847-13882		
Payroll-Regular	05/02/2025	$ 1,697.04	
Payroll-Regular	05/16/2025	$ 2,052.71	
Payroll-Regular	05/30/2025	$ 3,808.60	
Payroll Check Total			**$ 7,558.35**

Total Warrants Issued for May 2025			**$ 9,936,669.65**

FISCAL IMPACT:
No fiscal impact.

ALTERNATIVES:
Receive and file the warrants for period ending May 31, 2025.

BUDGETED?:
No

CONTRACT/AGREEMENT:
No

ATTACHMENTS:
1. Attachment 1 - Fund List_Updated 10.11.23.pdf
2. Accounts Payable and Payroll Warrants May 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 - (BEA) Project	(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	(841) Bond Exp. Agreement - (BEA) Low/Mod	(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		(376) Cameo Homes
- (1400) City Clerk	(104) Article 3 Sidewalk	(451) Park Development Fund	(675) Public Benefit	(680) Wastewater	(703) Information Systems Services		
- (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

May 2025

Start	End	Date	Description	Check Total	Remittance Total
195304	195382	5/1/2025	WARRANT REGISTER	$ 1,338,476.68	$ 1,338,198.72
195382***	195446	5/8/2025	WARRANT REGISTER	$ 288,725.80	$ 288,274.80
195447	195551	5/15/2025	WARRANT REGISTER	$ 425,592.89	$ 415,988.68
195552	195644	5/22/2025	WARRANT REGISTER	$ 819,813.51	$ 794,243.51
195645	195726	5/29/2025	WARRANT REGISTER	$ 239,036.59	$ 239,036.59
TOTALS				**$ 3,111,645.47**	**$ 3,075,742.30**

	$ 3,111,645.47	$ **3,075,742.30**
VOIDED CHECKS	$ 35,903.17	
REMITTANCE AMOUNT		$ 3,075,742.30
WELLS FARGO ACH	$ 1,917,154.56	
OTHER ACH	$ 1,572,261.94	
WIRES	$ 3,363,952.50	
TOTAL WIRES/ACH		$ 6,853,369.00
PAYROLL		$ 7,558.35

GRAND TOTAL REMITTANCE AMOUNT **$ 9,936,669.65**

***CHECK 195382 DUPLICATED

CHECK NO	VENDOR NO	VENDOR NAME	VOUCHER NO	P.O. NO	DATE	ACCOUNT	REMITTANCE AMOUNT (NET OF DISC/RETAIN)		CHECK TOTAL
194857*	6764	P&P UNIFORMS	PI4518	033035	03/17/2025	001-2210-421.36-04	277.96-		
							277.96-	*	VOIDED
195304	7468	AMAZON BUSINESS	PI5237	032947	05/01/2025	100-4900-431.36-57	204.70		
			PI5267	033045	05/01/2025	705-4500-412.36-00	105.11		
			PI5268	033045	05/01/2025	001-1900-412.36-00	148.25		
			PI5307	032929	05/01/2025	702-3800-480.38-52	9.48		
			PI5308	032947	05/01/2025	001-9600-453.36-00	223.50		
			PI5309	032947	05/01/2025	100-4900-431.36-00	31.24		
			PI5313	033045	05/01/2025	705-4500-412.36-00	36.82		
			PI5314	033046	05/01/2025	001-3000-442.36-00	26.36		
			PI5315	033046	05/01/2025	001-3000-442.36-00	28.72		
							814.18	*	814.18
195305	6899	ASBURY ENVIRONMENTAL SERV	PI5253	033247	05/01/2025	001-9600-453.45-15	1,419.14		
							1,419.14	*	1,419.14
195306	6175	AT&T CALNET 2	006996		05/01/2025	001-2200-421.26-05	217.63		
			006997		05/01/2025	001-2200-421.26-05	103.97		
			007000		05/01/2025	001-2200-421.26-05	351.17		
							672.77	*	672.77
195307	7937	ATWORK PERSONNEL SERVICES	PI5264	033263	05/01/2025	761-3100-480.33-11	1,065.96		
							1,065.96	*	1,065.96
195308	6774	BABCOCK LABORATORIES, INC	PI5319	032373	05/01/2025	680-8000-454.23-32	39.34		
			PI5320	032373	05/01/2025	660-6300-471.23-32	86.94		
			PI5321	032373	05/01/2025	660-6300-471.23-32	23.81		
							150.09	*	150.09
195309	5297	BANNING VETERINARY HOSPIT	006986		05/01/2025	001-2300-424.33-90	147.75		
			006987		05/01/2025	001-2300-424.33-90	147.75		
			006988		05/01/2025	001-2300-424.33-90	147.75		
			006989		05/01/2025	001-2300-424.33-90	284.75		
			006990		05/01/2025	001-2300-424.33-90	147.75		
			006991		05/01/2025	001-2300-424.33-90	147.75		
			006992		05/01/2025	001-2300-424.33-90	147.75		
			006995		05/01/2025	001-2300-424.33-90	147.75		
			006998		05/01/2025	001-2300-424.33-90	147.75		
			006999		05/01/2025	001-2300-424.33-90	147.75		
			007017		05/01/2025	001-2300-424.33-90	147.75		
			007018		05/01/2025	001-2300-424.33-90	147.75		
			007019		05/01/2025	001-2300-424.33-90	147.75		
			007020		05/01/2025	001-2300-424.33-90	216.00		
			007021		05/01/2025	001-2300-424.33-90	41.00		
			007022		05/01/2025	001-2300-424.33-90	494.73		
			007026		05/01/2025	001-2300-424.33-90	147.75		
			007034		05/01/2025	001-2300-424.33-90	147.75		
							3,104.98	*	3,104.98
195310	6091	BEAUMONT DO IT BEST HOME	PI5257	032952	05/01/2025	704-3200-412.30-02	49.54-		

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195310	6091	BEAUMONT DO IT BEST HOME	PI5258	032952	05/01/2025	704-3200-412.30-02	93.71-		
			PI5273	032952	05/01/2025	704-3200-412.30-02	74.32		
			PI5274	032952	05/01/2025	704-3200-412.30-02	53.82		
			PI5275	032952	05/01/2025	704-3200-412.30-02	64.62		
			PI5310	032952	05/01/2025	001-9600-453.36-00	7.71		
			PI5311	032952	05/01/2025	704-3200-412.30-02	68.94		
			PI5312	032952	05/01/2025	704-3200-412.30-02	14.09		
							140.25	*	140.25
195311	951	BEAUMONT SAFE & LOCK	PI5260	033158	05/01/2025	001-1200-412.36-00	27.91		
							27.91	*	27.91
195312	6702	BUSINESS TELECOMMUNICATIO	PI5336	033397	05/01/2025	001-2800-441.30-17	1,001.86		
							1,001.86	*	1,001.86
195313	4042	CALIFORNIA WATER ENVIRONM	007023		05/01/2025	660-6300-471.23-03	239.00		
							239.00	*	239.00
195314	7078	CANON FINANCIAL SERVICES,	PI5222	033119	05/01/2025	001-2200-421.32-06	332.16		
			PI5338	032336	05/01/2025	001-4000-461.32-06	178.44		
			PI5339	032336	05/01/2025	660-6300-471.32-06	178.44		
			PI5340	032336	05/01/2025	670-7000-473.32-06	38.47		
			PI5341	032336	05/01/2025	670-7000-473.32-06	343.67		
			PI5342	032336	05/01/2025	705-4500-412.32-06	775.50		
			PI5343	032336	05/01/2025	761-3100-480.32-06	178.44		
							2,025.12	*	2,025.12
195315	6874	CASC ENGINEERING AND CONS	PI5302	033372	05/01/2025	105-6100-455.33-11	1,767.50		
			PI5349	032893	05/01/2025	001-2800-441.33-42	13,012.50		
							14,780.00	*	14,780.00
195316	7561	CELL BUSINESS EQUIP-LEASI	PI5126	032577	05/01/2025	705-4500-412.33-11	439.04		
							439.04	*	439.04
195317	7061	CINTAS CORPORATION	PI5255	032953	05/01/2025	100-4900-431.25-02	79.77		
			PI5256	032953	05/01/2025	704-3200-412.25-02	11.03		
			PI5280	033256	05/01/2025	670-7000-473.25-02	338.51		
			PI5285	032901	05/01/2025	702-3800-480.25-02	87.40		
			PI5288	032937	05/01/2025	610-5800-434.25-02	123.27		
			PI5289	032937	05/01/2025	610-5850-434.25-02	7.84		
			PI5293	032953	05/01/2025	100-4900-431.25-02	79.77		
			PI5294	032953	05/01/2025	704-3200-412.25-02	11.03		
			PI5317	033161	05/01/2025	001-3600-461.25-02	52.32		
							790.94	*	790.94
195318	8274	CITY OF BANNING (BNG)	007004		05/01/2025	001-2200-421.32-02	383.20		
							383.20	*	383.20
195319	120	CONSOLIDATED ELECTRICAL	PI5279	032967	05/01/2025	704-3200-412.30-02	14.62		
							14.62	*	14.62

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195320	7772	CORE & MAIN, LP	PI5128		05/01/2025	660-0000-131.00-00	19,701.22		
							19,701.22	*	19,701.22
195321	4047	CUMMINS SALES AND SERVICE	PI5232	032909	05/01/2025	702-3800-480.30-05	617.10		
							617.10	*	617.10
195322	5335	DATUIN JR, CORNELIO	007059		05/01/2025	001-1900-412.23-05	633.37		
							633.37	*	633.37
195323	8597	DJ TONY	PI5298	033425	05/01/2025	001-5400-446.41-86	250.00		
							250.00	*	250.00
195324	7512	DOBBINS, DEANN LOUISE	007062		05/01/2025	001-4000-461.23-15	1,232.11		
							1,232.11	*	1,232.11
195325	8251	DOCUSIGN, INC	PI5306	032143	05/01/2025	705-4500-412.30-17	22,833.16		
							22,833.16	*	22,833.16
195326	7112	DUDEK	PI5305	031985	05/01/2025	660-6300-471.95-08	6,019.87		
							6,019.87	*	6,019.87
195327	7565	ENGINEERING RESOURCES OF	PI5242	032559	05/01/2025	001-3000-442.33-53	64,962.81		
			PI5324	033341	05/01/2025	673-7000-473.96-45	2,855.00		
							67,817.81	*	67,817.81
195328	6794	FAST LUBE & TUNE	PI5296	033199	05/01/2025	702-3800-480.30-05	61.87		
							61.87	*	61.87
195329	1078	FEDEX	PI5284	032467	05/01/2025	001-1900-412.23-04	97.72		
							97.72	*	97.72
195330	8823	FINLEY ENGINEERING CO INC	PI5179	033287	05/01/2025	673-7000-473.33-11	7,422.00		
			PI5246	033287	05/01/2025	673-7000-473.33-11	5,595.70		
							13,017.70	*	13,017.70
195331	8960	FLOYD, ANTHONY	007052		05/01/2025	001-4010-461.23-06	130.71		
							130.71	*	130.71
195332	7053	FRONTIER COMMUNICATIONS	006993		05/01/2025	705-4500-412.26-05	494.93		
			006994		05/01/2025	705-4500-412.23-42	14.00		
			007005		05/01/2025	001-2200-421.26-05	576.11		
			007006		05/01/2025	001-2200-421.26-05	76.67		
			007007		05/01/2025	705-4500-412.26-05	132.31		
			007008		05/01/2025	660-6300-471.26-05	525.73		
			007009		05/01/2025	670-7000-473.26-05	342.87		
			007010		05/01/2025	001-2200-421.26-05	43.19		
			007011		05/01/2025	001-2400-422.26-05	683.25		
			007012		05/01/2025	001-4000-461.26-05	405.50		
			007013		05/01/2025	610-5800-434.26-05	456.98		
			007016		05/01/2025	670-7000-473.26-07	1,010.00		
			007032		05/01/2025	001-2200-421.26-05	116.41		

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195332	7053	FRONTIER COMMUNICATIONS	007033		05/01/2025	001-2200-421.23-42	14.00		
							4,891.95	*	4,891.95
195333	1375	GAS COMPANY, THE	007031		05/01/2025	001-2400-422.26-06	133.80		
			007036		05/01/2025	704-3200-412.26-06	68.18		
			007037		05/01/2025	001-2200-421.26-06	902.10		
			007038		05/01/2025	001-2200-421.23-42	7.82		
							1,111.90	*	1,111.90
195334	5365	HOME DEPOT #8987	PI5238	032957	05/01/2025	704-3200-412.30-02	113.30		
							113.30	*	113.30
195335	5217	IBEW LOCAL 47 RETIREE MED	PR0502		05/01/2025	001-0000-204.80-10	2,950.67		
							2,950.67	*	2,950.67
195336	8667	IMEG CONSULTANTS CORP	PI5300	032682	05/01/2025	810-9700-490.90-60	2,107.50		
							2,107.50	*	2,107.50
195337	6490	INFOSEND, INC	PI5270	032788	05/01/2025	761-3100-480.23-02	2.81		
			PI5271	032788	05/01/2025	761-3100-480.23-04	6.23		
			PI5272	032788	05/01/2025	761-3100-480.33-11	1.63		
							10.67	*	10.67
195338	8852	JACOBS, GAVIN	007060		05/01/2025	001-4000-461.23-15	210.00		
							210.00	*	210.00
195339	7776	JON'S FLAGS & POLES, INC	PI5304	032958	05/01/2025	704-3200-412.30-01	62.53		
							62.53	*	62.53
195340	99001	JUAN MORA	007071		05/01/2025	001-0000-218.22-20	50.00		
							50.00	*	50.00
195341	8101	KIMLEY-HORN AND ASSOCIATE	PI5322	032872	05/01/2025	681-8000-454.90-78	5,097.00		
							5,097.00	*	5,097.00
195342	8903	LEAL, JULIAN	007066		05/01/2025	001-2200-421.23-06	126.00		
							126.00	*	126.00
195343	7550	LOZANO SMITH LLP	007024		05/01/2025	700-5300-480.33-04	1,007.50		
			007025		05/01/2025	700-5300-480.33-04	195.00		
							1,202.50	*	1,202.50
195344	4043	MEGATRONICS INTERNATIONAL	PI5348	033461	05/01/2025	702-3800-480.38-52	306.25		
							306.25	*	306.25
195345	8020	MIKE ROQUET CONSTRUCTION,	PI5241	033370	05/01/2025	660-6300-471.45-08	19,036.39		
							19,036.39	*	19,036.39
195346	1250	MOTOROLA SOLUTIONS, INC.	PI5297	033406	05/01/2025	001-2200-421.36-00	4,130.19		
							4,130.19	*	4,130.19

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195347	3909	MYERS & SONS HI-WAY SAFET	PI5276	032956	05/01/2025	100-4900-431.89-54	273.66		
			PI5277	032956	05/01/2025	610-5800-434.90-15	691.81		
			PI5278	032956	05/01/2025	100-4900-431.89-54	26.94		
							992.41	*	992.41
195348	8717	NATIONAL PEN CO, LLC	PI5318	033434	05/01/2025	001-1910-412.36-00	3,658.31		
							3,658.31	*	3,658.31
195349	8854	NEW GEN STRATEGIES AND SO	PI5259	033332	05/01/2025	673-7000-473.33-11	18,715.00		
							18,715.00	*	18,715.00
195350	7563	NIETO, FRANCISCO	007067		05/01/2025	001-2200-421.23-06	252.00		
							252.00	*	252.00
195351	8600	NOR-CAL PUMP & WELL DRILL	007056	032617	05/01/2025	660-0000-232.00-00	104,161.80		
							104,161.80	*	104,161.80
195352	4076	O'REILLY AUTO PARTS	PI5239	032976	05/01/2025	702-3800-480.38-52	263.82		
							263.82	*	263.82
195353	2487	PARKHOUSE TIRE, INC.	PI5287	032932	05/01/2025	702-3800-480.30-05	365.41		
			PI5303	032932	05/01/2025	702-3800-480.30-05	1,430.73		
							1,796.14	*	1,796.14
195354	5191	PARS	PR0502		05/01/2025	001-0000-204.25-00	138.35		
							138.35	*	138.35
195355	7789	PARTS AUTHORITY	PI5221	032939	05/01/2025	702-3800-480.38-52	40.97		
			PI5233	032939	05/01/2025	702-3800-480.38-52	23.71-		
			PI5234	032939	05/01/2025	702-3800-480.38-52	19.72		
			PI5235	032939	05/01/2025	702-3800-480.38-52	26.19		
			PI5236	032939	05/01/2025	702-3800-480.38-52	21.25		
			PI5290	032939	05/01/2025	702-3800-480.38-52	50.07		
			PI5291	032939	05/01/2025	702-3800-480.38-52	147.68		
			PI5292	032939	05/01/2025	702-3800-480.38-52	285.11		
			PI5344	032939	05/01/2025	702-3800-480.38-52	5.31-		
			PI5345	032939	05/01/2025	702-3800-480.38-52	23.22		
							585.19	*	585.19
195356	5752	PAYPRO ADMINISTRATORS	007035		05/01/2025	001-1300-412.33-11	115.00		
							115.00	*	115.00
195357	8787	PINNACLE PETROLEUM INC	PI5223	033189	05/01/2025	702-3800-480.36-11	26,474.13		
			PI5224	033189	05/01/2025	702-3800-480.36-11	2,014.43		
							28,488.56	*	28,488.56
195358	8853	PYRAMID BUILDING & ENGINE	PI5247	033356	05/01/2025	660-6300-471.95-08	94,809.24		
			PI5248	033356	05/01/2025	662-6300-471.95-08	18,038.50		
			PI5249	033356	05/01/2025	663-6300-471.95-08	6,139.76		
			PI5250	033356	05/01/2025	660-6300-471.95-08	92,508.07		
			PI5251	033356	05/01/2025	662-6300-471.95-08	17,600.69		

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195358	8853	PYRAMID BUILDING & ENGINE	PI5252	033356	05/01/2025	663-6300-471.95-08	5,990.74		
							235,087.00	*	235,087.00
195359	3097	RIV. CO. DEPT OF ENVIRONM	007043		05/01/2025	100-4900-431.23-24	4,292.14		
			007044		05/01/2025	100-4900-431.23-24	2,403.52		
							6,695.66	*	6,695.66
195360	2938	RIVERSIDE COUNTY SHERIFF-	007001		05/01/2025	001-2200-421.26-07	6,651.60		
							6,651.60	*	6,651.60
195361	8758	ROADWAY ASSET SERVICES LL	PI5316	033069	05/01/2025	101-4900-431.93-16	20,596.20		
							20,596.20	*	20,596.20
195362	8086	ROEBUCK, ALYSSA	007068		05/01/2025	001-2200-421.23-06	42.00		
							42.00	*	42.00
195363	8962	RUMPH, GEORGE & MARGARET	007064		05/01/2025	675-7020-473.42-35	1,800.00		
							1,800.00	*	1,800.00
195364	8456	RWC GROUP	PI5295	032975	05/01/2025	702-3800-480.38-52	221.64		
			PI5346	032975	05/01/2025	702-3800-480.38-52	622.62		
							844.26	*	844.26
195365	7785	SO CAL ARBOR CARE INC	PI5299	033453	05/01/2025	100-4900-431.23-17	2,950.00		
							2,950.00	*	2,950.00
195366	1373	SO CAL JOINT POLE COMMITT	007002		05/01/2025	670-7000-473.27-11	1,289.83		
							1,289.83	*	1,289.83
195367	1371	SOUTHERN CALIFORNIA EDISO	006981		05/01/2025	670-7000-473.27-11	5,740.00		
			007027		05/01/2025	660-6300-471.26-04	1,737.09		
			007028		05/01/2025	660-6300-471.26-04	223.96		
			007029		05/01/2025	660-6300-471.26-04	357.71		
			007030		05/01/2025	660-6300-471.26-04	36.78		
							8,095.54	*	8,095.54
195368	1376	SOUTHERN CALIFORNIA GAS C	PI5254	033449	05/01/2025	610-5800-434.90-56	603,691.46		
							603,691.46	*	603,691.46
195369	7084	STAPLES BUSINESS ADVANTAG	PI5243	033267	05/01/2025	670-7000-473.36-00	35.78		
			PI5244	033267	05/01/2025	670-7000-473.36-00	1,325.28		
			PI5245	033267	05/01/2025	670-7000-473.36-00	351.24		
			PI5265	033010	05/01/2025	001-1900-412.36-00	53.14		
			PI5266	033010	05/01/2025	705-4500-412.36-00	390.59		
			PI5269	033056	05/01/2025	705-4500-412.36-00	698.50		
							2,854.53	*	2,854.53
195370	4000	STATE OF CALIFORNIA DOJ	PI5240	033226	05/01/2025	001-2200-421.33-94	504.00		
			006983		05/01/2025	001-1300-412.35-99	1,029.00		
			006985		05/01/2025	001-1300-412.35-99	490.00		
			007015		05/01/2025	001-1300-412.35-99	667.00		

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195370	4000	STATE OF CALIFORNIA DOJ					2,690.00	*	2,690.00
195371	2452	STATE WATER RESOURCES CON	007014		05/01/2025	680-8000-454.41-04	781.00		
							781.00	*	781.00
195372	6222	STOCKTON CONSULTING	PI5323	032888	05/01/2025	660-6300-471.90-78	562.50		
							562.50	*	562.50
195373	99001	TYSHA EDWARD	007072		05/01/2025	001-0000-218.22-20	60.00		
							60.00	*	60.00
195374	7933	VACA, YVETTE	007070		05/01/2025	001-2200-421.23-06	98.00		
							98.00	*	98.00
195375	8296	VCS ENVIRONMENTAL	PI5231	032000	05/01/2025	673-7000-473.96-42	1,360.00		
			PI5283	032000	05/01/2025	001-2800-441.33-11	1,110.00		
							2,470.00	*	2,470.00
195376	5369	VERIZON WIRELESS SERVICES	006900		05/01/2025	001-1400-412.26-05	67.88		
			006901		05/01/2025	001-1200-412.26-05	24.05-		
			006902		05/01/2025	001-1200-412.26-05	232.87		
			006903		05/01/2025	001-1230-412.26-05	34.87		
			006904		05/01/2025	001-1220-412.26-05	41.57		
			006905		05/01/2025	001-2060-446.26-05	26.38		
			006906		05/01/2025	001-1000-411.26-05	207.94		
			006907		05/01/2025	001-1210-412.26-05	54.13		
			006908		05/01/2025	001-1300-412.26-05	129.71		
			006909		05/01/2025	001-2200-421.26-05	1,892.01		
			006910		05/01/2025	001-2210-421.26-05	67.95		
			006911		05/01/2025	001-2300-424.26-08	46.57		
			006912		05/01/2025	001-2740-442.26-05	255.84		
			006913		05/01/2025	001-1900-412.26-05	269.42		
			006915		05/01/2025	001-1910-412.26-05	46.57		
			006917		05/01/2025	001-2700-442.26-08	319.15		
			006918		05/01/2025	001-2800-441.26-05	223.17		
			006920		05/01/2025	001-2400-422.26-08	40.01		
			006921		05/01/2025	001-3000-442.26-05	251.32		
			006922		05/01/2025	001-3200-412.26-05	83.14		
			006923		05/01/2025	100-4900-431.26-05	290.99		
			006924		05/01/2025	610-5850-434.26-05	193.68		
			006925		05/01/2025	610-5800-434.26-05	946.22		
			006926		05/01/2025	001-9600-453.26-08	46.57		
			006927		05/01/2025	001-4000-461.26-05	270.88		
			006928		05/01/2025	001-3600-461.26-05	118.71		
			006929		05/01/2025	001-4050-461.26-05	41.57		
			006930		05/01/2025	001-4000-461.36-09	41.57		
			006931		05/01/2025	761-3100-480.26-05	46.57		
			006932		05/01/2025	761-3110-480.26-05	194.23		
			006933		05/01/2025	702-3800-480.26-05	123.37		
			006934		05/01/2025	703-3700-480.26-05	186.28		
			006935		05/01/2025	660-6300-471.26-05	1,073.62		

CHECK NO	VENDOR NO	VENDOR NAME	VOUCHER NO	P.O. NO	DATE	ACCOUNT	REMITTANCE AMOUNT (NET OF DISC/RETAIN)		CHECK TOTAL
195376	5369	VERIZON WIRELESS SERVICES	006936		05/01/2025	680-8000-454.26-05	124.71		
			006937		05/01/2025	670-7000-473.26-05	1,884.17		
			006938		05/01/2025	670-7000-473.89-48	98.99		
			006939		05/01/2025	001-1910-412.89-48	146.96		
			006940		05/01/2025	001-2200-421.89-48	188.21		
							10,283.75	*	10,283.75
195377	7743	VESTIS SERVICES LLC	PI5261	033216	05/01/2025	761-3110-480.25-02	107.13		
			PI5337	033216	05/01/2025	761-3110-480.25-02	107.13		
							214.26	*	214.26
195378	8950	WARNER, LAWRENCE P.	007061		05/01/2025	001-4000-461.23-15	168.00		
							168.00	*	168.00
195379	7680	WEBB MUNICIPAL FINANCE, L	PI5301	033359	05/01/2025	105-6100-455.33-11	10,600.64		
							10,600.64	*	10,600.64
195380	7249	WELDOR'S SUPPLY AND STEEL	PI5286	032913	05/01/2025	702-3800-480.38-52	117.23		
							117.23	*	117.23
195381	6184	WILLDAN ENGINEERING	PI5220	030055	05/01/2025	001-2700-442.33-11	140.00		
			PI5229	030055	05/01/2025	001-2700-442.33-11	40,257.50		
			PI5230	030055	05/01/2025	001-2700-442.33-11	19,150.00		
							59,547.50	*	59,547.50
195382	6662	XENIA PACIFIC, INC	PI5335	033128	05/01/2025	001-5400-446.41-60	230.59		
							230.59	*	230.59
						BANK/CHECK TOTAL	1,338,198.72		1,338,476.68
						ALL BANKS/CHECKS TOTAL	1,338,198.72		1,338,476.68

CHECK NO	VENDOR NO	VENDOR NAME	VOUCHER NO	P.O. NO	DATE	ACCOUNT	REMITTANCE AMOUNT (NET OF DISC/RETAIN)		CHECK TOTAL
194896*	4042	CALIFORNIA WATER ENVIRONM	006567		03/20/2025	680-8000-454.23-03	106.00-		
			006568		03/20/2025	680-8000-454.23-03	106.00-		
			006566		03/20/2025	680-8000-454.23-03	239.00-		
							451.00-	*	VOIDED
195382	8882	ACC & ENGINEERING LLC	PI5361	033457	05/08/2025	001-4000-461.30-02	9,604.21		
							9,604.21	*	9,604.21
195383	7468	AMAZON BUSINESS	PI5365	033044	05/08/2025	670-7000-473.36-00	75.13		
			PI5366	033121	05/08/2025	001-4010-461.36-00	48.24		
			PI5367	033121	05/08/2025	001-4000-461.36-09	219.25		
			PI5368	033121	05/08/2025	001-4000-461.36-00	30.14		
			PI5373	033121	05/08/2025	001-4000-461.36-09	219.25-		
			PI5374	033121	05/08/2025	001-4000-461.36-00	109.88		
			PI5375	033121	05/08/2025	001-5400-446.41-86	149.20		
			PI5376	033121	05/08/2025	001-4000-461.36-09	12.93		
			PI5379	032947	05/08/2025	001-9600-453.36-00	61.41		
			PI5381	033046	05/08/2025	001-9600-453.36-00	42.98		
			PI5384	033121	05/08/2025	001-5400-446.41-86	53.85-		
							476.06	*	476.06
195384	4265	AMERICAN FORENSIC NURSES	PI5382	033079	05/08/2025	001-2200-421.33-31	1,174.17		
							1,174.17	*	1,174.17
195385	7990	BANNING POLICE OFFICERS A	007107		05/08/2025	001-0000-204.50-00	2,960.30		
							2,960.30	*	2,960.30
195386	6710	BARR DOOR, INC	PI5356	033246	05/08/2025	704-3200-412.30-02	1,398.49		
							1,398.49	*	1,398.49
195387	6091	BEAUMONT DO IT BEST HOME	PI5380	032952	05/08/2025	704-3200-412.30-02	56.45		
			PI5383	033114	05/08/2025	001-3600-461.30-01	22.28		
			PI5387	032952	05/08/2025	001-2310-424.30-02	34.72		
			PI5391	032952	05/08/2025	100-4900-431.30-06	20.45		
			PI5399	033114	05/08/2025	001-3600-461.30-01	110.94		
			PI5400	033114	05/08/2025	001-3600-461.30-01	82.95		
			PI5401	033114	05/08/2025	001-5400-446.41-86	26.92		
							354.71	*	354.71
195388	951	BEAUMONT SAFE & LOCK	PI5395	033156	05/08/2025	704-3200-412.30-02	2.52		
			PI5402	033156	05/08/2025	704-3200-412.30-02	833.38		
			PI5403	033202	05/08/2025	001-4000-461.30-02	32.06		
							867.96	*	867.96
195389	2051	BIO-TOX LABORATORIES	PI5388	033232	05/08/2025	001-2200-421.33-31	232.00		
			PI5389	033232	05/08/2025	001-2200-421.33-31	487.00		
			PI5390	033232	05/08/2025	001-2200-421.33-31	348.00		
							1,067.00	*	1,067.00
195390	994	CA. ST. DEPT. OF CONSERVA	007113		05/08/2025	001-2700-442.41-28	5,359.52		
							5,359.52	*	5,359.52

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195391	3780	CALIFORNIA LAW ENFORCE AS	007116		05/08/2025	001-0000-204.80-13	1,088.00		
							1,088.00	*	1,088.00
195392	4042	CALIFORNIA WATER ENVIRONM	006567		05/08/2025	680-8000-454.23-03	106.00		
			006568		05/08/2025	680-8000-454.23-03	106.00		
			006566		05/08/2025	680-8000-454.23-03	239.00		
							451.00	*	451.00
195393	7287	CAMPA, ERIC	007089		05/08/2025	001-2200-421.23-06	68.25		
							68.25	*	68.25
195394	6874	CASC ENGINEERING AND CONS	PI5404	032079	05/08/2025	100-4900-431.90-10	1,798.75		
							1,798.75	*	1,798.75
195395	7061	CINTAS CORPORATION	PI5377	033162	05/08/2025	001-3600-461.25-02	52.32		
			PI5378	033162	05/08/2025	001-4000-461.36-03	77.57		
			PI5392	032953	05/08/2025	100-4900-431.25-02	79.77		
			PI5393	032953	05/08/2025	704-3200-412.25-02	11.03		
			PI5396	033256	05/08/2025	670-7000-473.25-02	363.50		
							584.19	*	584.19
195396	120	CONSOLIDATED ELECTRICAL	PI5397	032967	05/08/2025	704-3200-412.30-02	215.50		
							215.50	*	215.50
195397	7774	CUSTOM TROPHIES & UNEEK A	PI5398	033104	05/08/2025	001-4000-461.36-09	79.20		
							79.20	*	79.20
195398	7949	CYBERTEK COMPUTER & NETWO	PI5405	033433	05/08/2025	703-3700-480.30-17	7,405.94		
							7,405.94	*	7,405.94
195399	6189	CYBERTIME NETWORK COMMUNI	PI5362	032558	05/08/2025	703-3700-480.30-19	699.00		
							699.00	*	699.00
195400	6517	DIAMOND ENVIRONMENTAL SER	PI5352	032954	05/08/2025	001-9600-453.41-46	165.40		
			PI5372	033435	05/08/2025	001-5400-446.41-86	370.60		
							536.00	*	536.00
195401	7082	DIAMOND HILLS CHEVROLET B	PI5394	032979	05/08/2025	702-3800-480.38-52	116.70		
							116.70	*	116.70
195402	7565	ENGINEERING RESOURCES OF	PI5358	033341	05/08/2025	673-7000-473.96-45	1,842.55		
							1,842.55	*	1,842.55
195403	6794	FAST LUBE & TUNE	PI5412	033199	05/08/2025	702-3800-480.30-05	67.47		
			PI5448	033199	05/08/2025	702-3800-480.30-05	67.47		
							134.94	*	134.94
195404	2544	FISHER, ROBERT	007093		05/08/2025	001-1000-411.23-05	215.00		
							215.00	*	215.00
195405	8960	FLOYD, ANTHONY	007085		05/08/2025	001-4010-461.23-06	116.85		

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195405	8960	FLOYD, ANTHONY					116.85	*	116.85
195406	7486	FLYNN, SHERI	007091		05/08/2025	001-1000-411.23-05	333.95		
			007092		05/08/2025	001-1000-411.23-05	215.00		
							548.95	*	548.95
195407	7486	FLYNN, SHERI	007115		05/08/2025	001-0000-204.10-00	404.92		
							404.92	*	404.92
195408	7117	FUN EXPRESS	PI5329	033109	05/08/2025	001-4000-461.36-09	141.74		
							141.74	*	141.74
195409	2589	GARDA CL WEST INC	PI5414	033241	05/08/2025	761-3100-480.23-43	1,271.32		
							1,271.32	*	1,271.32
195410	8524	GRANICUS LLC	PI5432	033339	05/08/2025	001-2700-442.23-33	1,870.36		
							1,870.36	*	1,870.36
195411	8745	GSI ENVIRONMENTAL INC	PI5422	033031	05/08/2025	600-5100-435.33-11	4,950.00		
							4,950.00	*	4,950.00
195412	6977	HAZEN AND SAWYER	PI5353	029243	05/08/2025	661-6300-471.95-08	5,132.01		
			PI5354	029243	05/08/2025	661-6300-471.90-78	660.37		
			PI5355	029243	05/08/2025	661-6300-471.95-08	1,540.12		
							7,332.50	*	7,332.50
195413	5365	HOME DEPOT #8987	PI5330	033131	05/08/2025	001-3600-461.30-01	67.31		
			PI5424	033131	05/08/2025	001-3600-461.38-54	99.65		
							166.96	*	166.96
195414	1146	I.B.E.W. LOCAL 47	007078		05/08/2025	001-0000-204.53-00	10,802.19		
			007108		05/08/2025	001-0000-204.53-00	10,589.07		
							21,391.26	*	21,391.26
195415	4086	I.B.E.W. LOCAL 47 (PAC)	007109		05/08/2025	001-0000-204.80-01	44.00		
							44.00	*	44.00
195416	7850	KEN GRODY FORD REDLANDS	PI5446	033188	05/08/2025	702-3800-480.30-05	139.95		
			PI5447	033188	05/08/2025	702-3800-480.30-05	694.35		
							834.30	*	834.30
195417	8321	KEPT COMPANIES INC	PI5428	033454	05/08/2025	702-3800-480.30-05	1,115.84		
			PI5429	033454	05/08/2025	702-3800-480.30-05	363.34		
							1,479.18	*	1,479.18
195418	8377	KOR-IT INC	PI5357	033430	05/08/2025	100-4900-431.36-00	473.01		
							473.01	*	473.01
195419	6618	LEXISNEXIS RISK SOLUTIONS	PI5371	032332	05/08/2025	001-2200-421.30-17	112.55		
			PI5415	032332	05/08/2025	001-2200-421.30-17	114.55		
							227.10	*	227.10

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195420	8577	LINCOLN FINANCIAL GROUP	007079		05/08/2025	001-0000-204.30-00	120.50		
							120.50	*	120.50
195421	7550	LOZANO SMITH LLP	007110		05/08/2025	700-5300-480.33-04	2,634.00		
			007111		05/08/2025	700-5300-480.33-04	79.00		
							2,713.00	*	2,713.00
195422	8831	MCC PIPELINE INC	PI5370	033355	05/08/2025	660-6300-471.95-10	38,340.95		
							38,340.95	*	38,340.95
195423	8020	MIKE ROQUET CONSTRUCTION,	PI5333	033370	05/08/2025	660-6300-471.45-08	17,425.50		
			PI5334	033370	05/08/2025	660-6300-471.45-08	8,526.22		
							25,951.72	*	25,951.72
195424	7548	MILSOFT UTILITY SOLUTIONS	PI5413	033231	05/08/2025	761-3100-480.30-17	2,227.80		
							2,227.80	*	2,227.80
195425	7978	NATIONAL BUSINESS FURNITU	PI5332	033343	05/08/2025	704-3200-412.90-15	97,563.14		
							97,563.14	*	97,563.14
195426	4076	O'REILLY AUTO PARTS	PI5445	032976	05/08/2025	702-3800-480.38-52	167.81		
							167.81	*	167.81
195427	8490	ONESOURCE SUPPLY SOLUTION	PI5406		05/08/2025	670-0000-131.00-00	234.46		
			PI5407		05/08/2025	670-0000-131.00-00	8.79		
							243.25	*	243.25
195428	2487	PARKHOUSE TIRE, INC.	PI5325	032932	05/08/2025	702-3800-480.38-52	891.68		
			PI5437	032932	05/08/2025	702-3800-480.38-52	984.18		
							1,875.86	*	1,875.86
195429	7789	PARTS AUTHORITY	PI5326	032939	05/08/2025	702-3800-480.38-52	19.40-		
			PI5327	032939	05/08/2025	702-3800-480.38-52	9.20		
			PI5408	032939	05/08/2025	702-3800-480.38-52	19.40-		
			PI5409	032939	05/08/2025	702-3800-480.38-52	147.68		
			PI5410	032939	05/08/2025	702-3800-480.38-52	134.40		
			PI5411	032939	05/08/2025	702-3800-480.38-52	24.86		
			PI5418	032939	05/08/2025	702-3800-480.38-52	23.22		
			PI5419	032939	05/08/2025	702-3800-480.38-52	11.39		
			PI5438	032939	05/08/2025	702-3800-480.38-52	14.07		
			PI5439	032939	05/08/2025	702-3800-480.38-52	71.10		
			PI5440	032939	05/08/2025	702-3800-480.38-52	20.24		
			PI5441	032939	05/08/2025	702-3800-480.38-52	71.10		
			PI5442	032939	05/08/2025	702-3800-480.38-52	14.07		
			PI5443	032939	05/08/2025	702-3800-480.38-52	514.40		
			PI5444	032939	05/08/2025	702-3800-480.38-52	147.77		
							1,164.70	*	1,164.70
195430	8386	PIONEER AMERICAS LLC	PI5369	033205	05/08/2025	660-6300-471.36-08	6,548.20		
							6,548.20	*	6,548.20

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195431	7271	QUINN COMPANY	PI5420	032944	05/08/2025	702-3800-480.38-52	1,970.19		
							1,970.19	*	1,970.19
195432	8243	REZENDES, DILLON	007088		05/08/2025	001-2200-421.23-06	68.25		
							68.25	*	68.25
195433	8086	ROEBUCK, ALYSSA	007090		05/08/2025	001-2200-421.23-06	70.00		
							70.00	*	70.00
195434	8893	ROYCE, RICHARD	007094		05/08/2025	001-1000-411.23-05	215.00		
							215.00	*	215.00
195435	8235	SATELLITE PHONE STORE	PI5433	032428	05/08/2025	703-3700-480.30-19	307.95		
							307.95	*	307.95
195436	8231	SCA OF CA, LLC	PI5350	031802	05/08/2025	100-4900-431.33-11	11,559.00		
			PI5430	031802	05/08/2025	100-4900-431.33-11	672.35		
							12,231.35	*	12,231.35
195437	5336	SCCI, INC DBA	PI5331	033337	05/08/2025	660-6300-471.23-06	250.00		
							250.00	*	250.00
195438	5901	SGP DESIGN AND PRINT	PI5328	033025	05/08/2025	670-7000-473.23-02	60.34		
							60.34	*	60.34
195439	6993	SHRED-IT USA, LLC	PI5427	033351	05/08/2025	001-2200-421.23-07	161.19		
							161.19	*	161.19
195440	7084	STAPLES BUSINESS ADVANTAG	PI5421	033017	05/08/2025	761-3100-480.36-00	41.79		
							41.79	*	41.79
195441	4000	STATE OF CALIFORNIA DOJ	PI5426	033226	05/08/2025	001-2200-421.33-31	315.00		
							315.00	*	315.00
195442	7997	TEC EQUIPMENT, INC	PI5351	032941	05/08/2025	702-3800-480.38-52	287.95		
							287.95	*	287.95
195443	8631	VIGILANT LLC	PI5359	032607	05/08/2025	703-3700-480.33-11	5,364.34		
			PI5360	032607	05/08/2025	703-3700-480.33-11	2,835.60		
							8,199.94	*	8,199.94
195444	1890	VISTA PAINT	PI5425	033141	05/08/2025	001-3600-461.38-54	193.18		
							193.18	*	193.18
195445	4984	WALKER, BRIAN	007087		05/08/2025	001-2200-421.23-06	70.00		
							70.00	*	70.00
195446	464	WESTERN WATER WORKS SUPPL	PI5436		05/08/2025	660-0000-131.00-00	7,616.85		
							7,616.85	*	7,616.85
						BANK/CHECK TOTAL	288,274.80		288,725.80

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						ALL BANKS/CHECKS TOTAL	288,274.80	288,725.80

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195382*	8882	ACC & ENGINEERING LLC	PI5361	033457	05/08/2025	001-4000-461.30-02	10,109.70-		
			PI5361	033457	05/08/2025	001-0000-232.00-00	505.49		
							9,604.21-	*	VOIDED
195447	8882	ACC & ENGINEERING LLC	PI5361	033457	05/15/2025	001-4000-461.30-02	9,604.21		
							9,604.21	*	9,604.21
195448	3065	ALBERT A. WEBB ASSOCIATES	PI5573	031727	05/15/2025	101-4900-431.93-16	558.00		
							558.00	*	558.00
195449	7979	ALLGOOD DRIVING SCHOOL, I	007154		05/15/2025	001-4000-461.23-15	81.90		
							81.90	*	81.90
195450	7468	AMAZON BUSINESS	PI5455	033046	05/15/2025	680-8000-454.36-00	137.88		
			PI5458	033032	05/15/2025	660-6300-471.36-00	753.06		
			PI5470	033044	05/15/2025	670-7000-473.36-00	102.34		
			PI5489	033121	05/15/2025	001-4000-461.36-09	242.28		
			PI5501	033121	05/15/2025	001-5400-446.41-86	791.73		
			PI5502	033121	05/15/2025	001-4000-461.36-09	80.76		
			PI5503	033121	05/15/2025	001-3600-461.36-00	29.24		
							2,137.29	*	2,137.29
195451	8331	ARCE, PAUL	007159		05/15/2025	001-4000-461.23-15	168.00		
							168.00	*	168.00
195452	8902	ARMAS, JOSE	007223		05/15/2025	001-2200-421.23-06	42.00		
							42.00	*	42.00
195453	7937	ATWORK PERSONNEL SERVICES	PI5386	033263	05/15/2025	761-3100-480.33-11	799.47		
			PI5505	033263	05/15/2025	761-3100-480.33-11	607.93		
			PI5511	033146	05/15/2025	001-2200-421.23-27	285.13		
			PI5512	033146	05/15/2025	001-2200-421.23-27	142.56		
			PI5520	033146	05/15/2025	001-2200-421.23-27	285.13		
							2,120.22	*	2,120.22
195454	8582	BARRY ANINAG INVESTIGATIO	007218		05/15/2025	700-5040-480.33-11	2,876.25		
			007219		05/15/2025	700-5040-480.33-11	234.00		
							3,110.25	*	3,110.25
195455	8465	BEACON BID	PI5481	032062	05/15/2025	001-1910-412.30-17	6,375.00		
							6,375.00	*	6,375.00
195456	4972	BEAUMONT BASIN WATERMASTE	007136		05/15/2025	660-6300-471.42-43	9,935.00		
							9,935.00	*	9,935.00
195457	6091	BEAUMONT DO IT BEST HOME	PI5459	033114	05/15/2025	001-3600-461.30-01	105.01		
			PI5492	033114	05/15/2025	001-3600-461.30-01	381.05		
							486.06	*	486.06
195458	7099	BENHAR, DIANA T	007155		05/15/2025	001-4000-461.23-15	199.50		
							199.50	*	199.50

CHECK NO	VENDOR NO	VENDOR NAME	VOUCHER NO	P.O. NO	DATE	ACCOUNT	REMITTANCE AMOUNT (NET OF DISC/RETAIN)		CHECK TOTAL
195459	8271	BLAISDELL'S BUSINESS PROD	PI5504	033224	05/15/2025	702-3800-480.36-00	99.11		
							99.11	*	99.11
195460	998	CA. DEPT OF TRANSPORTATIO	007193		05/15/2025	100-4900-431.26-02	2,914.84		
							2,914.84	*	2,914.84
195461	4042	CALIFORNIA WATER ENVIRONM	007135		05/15/2025	660-6300-471.23-03	106.00		
							106.00	*	106.00
195462	7287	CAMPA, ERIC	007224		05/15/2025	001-2200-421.23-06	252.00		
							252.00	*	252.00
195463	99001	CAMPBELL, LORI	UT		05/15/2025	001-0000-218.22-22	7.62		
							7.62	*	7.62
195464	99001	CARNAHAN, WILLIAM S	UT		05/15/2025	001-0000-218.22-22	29.62		
							29.62	*	29.62
195465	8150	CHARTER COMMUNICATIONS	007184		05/15/2025	001-2060-446.26-09	121.49		
			007216		05/15/2025	670-7000-473.26-07	990.58		
							1,112.07	*	1,112.07
195466	8578	CICCS	007164		05/15/2025	001-0000-204.80-08	1,407.98		
			007165		05/15/2025	001-0000-204.80-08	574.84		
							1,982.82	*	1,982.82
195467	7061	CINTAS CORPORATION	PI5363	032937	05/15/2025	610-5800-434.25-02	123.27		
			PI5364	032937	05/15/2025	610-5850-434.25-02	7.84		
			PI5456	033083	05/15/2025	660-6300-471.25-02	248.50		
			PI5457	033083	05/15/2025	680-8000-454.25-02	46.13		
			PI5462	032901	05/15/2025	702-3800-480.25-02	87.40		
			PI5465	032937	05/15/2025	610-5800-434.25-02	123.27		
			PI5466	032937	05/15/2025	610-5850-434.25-02	7.84		
			PI5471	033162	05/15/2025	001-3600-461.25-02	52.32		
			PI5473	033256	05/15/2025	670-7000-473.25-02	341.86		
			PI5477	033162	05/15/2025	001-4000-461.36-03	564.34		
			PI5525	032953	05/15/2025	100-4900-431.25-02	79.77		
			PI5526	032953	05/15/2025	704-3200-412.25-02	11.03		
							1,693.57	*	1,693.57
195468	120	CONSOLIDATED ELECTRICAL	PI5506	032967	05/15/2025	704-3200-412.30-02	125.36		
							125.36	*	125.36
195469	7774	CUSTOM TROPHIES & UNEEK A	PI5474	032949	05/15/2025	001-1400-412.36-00	1,777.87		
							1,777.87	*	1,777.87
195470	6189	CYBERTIME NETWORK COMMUNI	PI5454	032557	05/15/2025	660-6300-471.26-07	1,900.00		
							1,900.00	*	1,900.00
195471	8789	DEGRAVE COMMUNICATIONS IN	PI5472	033218	05/15/2025	001-9600-453.33-11	300.00		
							300.00	*	300.00

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195472	8123	DELTA DENTAL INSURANCE CO	007168		05/15/2025	001-0000-204.32-00	839.32		
			007169		05/15/2025	001-0000-204.32-00	354.26-		
							485.06	*	485.06
195473	8108	DELTA DENTAL OF CALIFORNI	007166		05/15/2025	001-0000-204.32-00	10,344.37		
			007167		05/15/2025	001-0000-204.32-00	3,529.63		
							13,874.00	*	13,874.00
195474	6517	DIAMOND ENVIRONMENTAL SER	PI5460	033164	05/15/2025	001-3600-461.32-05	412.26		
							412.26	*	412.26
195475	7512	DOBBINS, DEANN LOUISE	007152		05/15/2025	001-4000-461.23-15	145.60		
							145.60	*	145.60
195476	99001	ELITE GENERAL CONTRACTING	UT		05/15/2025	001-0000-218.22-22	264.31		
							264.31	*	264.31
195477	7536	ENTERPRISE FM TRUST	007196		05/15/2025	702-3800-480.32-06	53.72		
			007197		05/15/2025	001-2200-421.32-06	558.53		
			007198		05/15/2025	001-2400-422.32-06	943.14		
			007199		05/15/2025	001-3000-442.32-06	134.87		
			007200		05/15/2025	670-7000-473.32-06	2,974.54		
			007201		05/15/2025	810-9700-490.90-59	275.79		
			007202		05/15/2025	001-2740-442.32-06	1,029.39		
			007203		05/15/2025	761-3110-480.32-06	441.64		
			007204		05/15/2025	001-3600-461.32-06	4,953.46		
			007205		05/15/2025	001-3600-461.32-06	2,075.38		
			007206		05/15/2025	660-6300-471.32-06	9,465.51		
			007207		05/15/2025	001-2300-424.32-06	927.47		
							23,833.44	*	23,833.44
195478	2753	ENTERPRISE RENT-A-CAR	007209		05/15/2025	001-4000-461.42-31	135.19		
							135.19	*	135.19
195479	8518	EXECUTIVE FACILTIES SERVI	PI5431	032334	05/15/2025	704-3200-412.33-18	15,760.20		
							15,760.20	*	15,760.20
195480	8451	FLINT, AUSTIN	007225		05/15/2025	001-1900-412.23-06	55.00		
			007226		05/15/2025	001-1900-412.25-05	32.62		
							87.62	*	87.62
195481	8959	FLOYD, JASON	007172		05/15/2025	001-4010-461.23-06	317.01		
			007221		05/15/2025	001-4010-461.23-06	240.32		
							557.33	*	557.33
195482	7486	FLYNN, SHERI	007173		05/15/2025	001-1500-412.33-71	218.74		
							218.74	*	218.74
195483	7117	FUN EXPRESS	PI5475	033110	05/15/2025	001-4020-461.36-09	1,186.00		
			PI5476	033110	05/15/2025	001-4020-461.36-09	357.86		
							1,543.86	*	1,543.86

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195484	1375	GAS COMPANY, THE	007137		05/15/2025	001-4010-461.26-06	41.13		
			007138		05/15/2025	001-3600-461.26-06	29.87		
			007139		05/15/2025	001-4050-461.26-06	359.73		
			007140		05/15/2025	001-4000-461.26-06	40.56		
			007141		05/15/2025	001-4000-461.23-42	.79		
			007142		05/15/2025	001-2400-422.26-06	342.52		
			007143		05/15/2025	001-2400-422.23-42	4.92		
			007144		05/15/2025	705-4500-412.26-06	68.01		
			007145		05/15/2025	705-4500-412.23-42	.48		
			007213		05/15/2025	600-5100-435.26-06	74.96		
			007214		05/15/2025	600-5100-435.23-42	.82		
							963.79	*	963.79
195485	8890	GO-PHER THE KILL INC	PI5479	033374	05/15/2025	001-3600-461.23-24	790.00		
							790.00	*	790.00
195486	99001	GONZALEZ, JOHANNER	UT		05/15/2025	001-0000-218.22-22	49.63		
							49.63	*	49.63
195487	448	GRAINGER	PI5522	032922	05/15/2025	704-3200-412.30-02	213.68		
							213.68	*	213.68
195488	203	GRAYBAR ELECTRIC COMPANY,	PI5435		05/15/2025	670-0000-131.00-00	524.74		
							524.74	*	524.74
195489	7557	HERNANDEZ, CARLA	007161		05/15/2025	001-4000-461.23-15	1,078.00		
							1,078.00	*	1,078.00
195490	7697	HUERTA JR., GILBERT	007158		05/15/2025	001-4000-461.23-15	367.50		
							367.50	*	367.50
195491	8736	HUERTA LOPEZ, TUNNIA A	007156		05/15/2025	001-4000-461.23-15	385.00		
							385.00	*	385.00
195492	5217	IBEW LOCAL 47 RETIREE MED	PR0516		05/15/2025	001-0000-204.80-10	2,925.34		
							2,925.34	*	2,925.34
195493	6490	INFOSEND, INC	PI5498	032788	05/15/2025	761-3100-480.23-02	484.90		
			PI5499	032788	05/15/2025	761-3100-480.23-04	991.54		
			PI5500	032788	05/15/2025	761-3100-480.33-11	400.14		
			PI5559	032788	05/15/2025	761-3100-480.23-02	765.43		
			PI5560	032788	05/15/2025	761-3100-480.23-04	6,180.29		
			PI5561	032788	05/15/2025	761-3100-480.33-11	1,347.35		
							10,169.65	*	10,169.65
195494	7670	JACKSON, JOHN H.	007148		05/15/2025	001-4000-461.23-15	63.00		
							63.00	*	63.00
195495	8852	JACOBS, GAVIN	007150		05/15/2025	001-4000-461.23-15	63.00		
							63.00	*	63.00

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195496	7850	KEN GRODY FORD REDLANDS	PI5450	033188	05/15/2025	702-3800-480.30-05	581.20		
							581.20	*	581.20
195497	7103	KOLLER, MARIE	007153		05/15/2025	001-4000-461.23-15	16.80		
							16.80	*	16.80
195498	99001	MARIN, MARIUS	UT		05/15/2025	001-0000-218.22-22	164.48		
							164.48	*	164.48
195499	8055	MARIPOSA LANDSCAPES, INC	PI5416	032405	05/15/2025	704-3200-412.23-29	9,775.85		
			PI5417	032405	05/15/2025	704-3200-412.23-29	9,550.00		
			PI5515	030833	05/15/2025	001-3600-461.23-29	8,517.45		
			PI5516	030833	05/15/2025	001-4010-461.23-29	1,090.80		
			PI5517	030833	05/15/2025	001-4000-461.23-29	499.99		
			PI5518	030833	05/15/2025	001-4050-461.23-29	481.73		
							29,915.82	*	29,915.82
195500	6926	MASCORRO, LILIANA	007186		05/15/2025	761-3100-480.23-05	94.82		
							94.82	*	94.82
195501	8498	MASON, BARBARA	007187		05/15/2025	001-1910-412.23-05	139.60		
							139.60	*	139.60
195502	8831	MCC PIPELINE INC	PI5572	033355	05/15/2025	660-6300-471.95-10	68,921.25		
							68,921.25	*	68,921.25
195503	8340	MENDOZA, SAMUEL	007227		05/15/2025	001-2200-421.23-06	326.25		
							326.25	*	326.25
195504	8891	MILLER, LEROY	007174		05/15/2025	001-1500-412.33-71	229.99		
			007217		05/15/2025	001-1000-411.23-05	101.43		
							331.42	*	331.42
195505	7406	MORGAN, DEIDRA J	007157		05/15/2025	001-4000-461.23-15	220.50		
							220.50	*	220.50
195506	7805	NAPA AUTO PARTS	PI5463	032920	05/15/2025	702-3800-480.38-52	41.20		
			PI5464	032920	05/15/2025	702-3800-480.38-52	551.77		
							592.97	*	592.97
195507	4076	O'REILLY AUTO PARTS	PI5486	032976	05/15/2025	702-3800-480.38-52	103.97		
							103.97	*	103.97
195508	7435	ONLINE INFORMATION SERVIC	PI5508	033181	05/15/2025	761-3100-480.23-51	518.40		
							518.40	*	518.40
195509	99001	OPENDOOR LABS INC	UT		05/15/2025	001-0000-218.22-22	77.29		
							77.29	*	77.29
195510	6764	P&P UNIFORMS	PI5507	033035	05/15/2025	001-2200-421.36-04	346.87		
							346.87	*	346.87

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195511	2487	PARKHOUSE TIRE, INC.	PI5482	032932	05/15/2025	702-3800-480.38-52	902.47		
			PI5523	032932	05/15/2025	702-3800-480.38-52	1,814.88		
							2,717.35	*	2,717.35
195512	5191	PARS	PR0516		05/15/2025	001-0000-204.25-00	222.10		
							222.10	*	222.10
195513	7789	PARTS AUTHORITY	PI5467	032939	05/15/2025	702-3800-480.38-52	96.22		
			PI5468	032939	05/15/2025	702-3800-480.38-52	137.77		
			PI5469	032939	05/15/2025	702-3800-480.38-52	7.51		
			PI5483	032939	05/15/2025	702-3800-480.38-52	139.79-		
			PI5484	032939	05/15/2025	702-3800-480.38-52	8.08		
			PI5485	032939	05/15/2025	702-3800-480.38-52	81.61		
			PI5562	032939	05/15/2025	702-3800-480.38-52	432.68		
			PI5563	032939	05/15/2025	702-3800-480.38-52	61.84		
			PI5564	032939	05/15/2025	702-3800-480.38-52	52.31		
			PI5565	032939	05/15/2025	702-3800-480.38-52	6.98		
			PI5566	032939	05/15/2025	702-3800-480.38-52	69.24		
			PI5567	032939	05/15/2025	702-3800-480.38-52	12.12		
			PI5568	032939	05/15/2025	702-3800-480.38-52	7.63		
			PI5569	032939	05/15/2025	702-3800-480.38-52	84.60		
			PI5570	032939	05/15/2025	702-3800-480.38-52	613.96		
							1,532.76	*	1,532.76
195514	5752	PAYPRO ADMINISTRATORS	007191		05/15/2025	001-1300-412.33-11	115.00		
							115.00	*	115.00
195515	8787	PINNACLE PETROLEUM INC	PI5513	033189	05/15/2025	702-3800-480.36-11	25,889.76		
			PI5514	033189	05/15/2025	702-3800-480.36-11	2,782.09		
							28,671.85	*	28,671.85
195516	8226	POULTER, HANNAH	007228		05/15/2025	001-2200-421.23-06	42.00		
							42.00	*	42.00
195517	8168	PULVER, JODEANE V	007160		05/15/2025	001-4000-461.23-15	220.50		
							220.50	*	220.50
195518	4759	RACEWAY FORD INC	PI5487	032940	05/15/2025	702-3800-480.38-52	59.64		
			PI5488	032940	05/15/2025	702-3800-480.38-52	29.15		
			PI5524	032940	05/15/2025	702-3800-480.38-52	326.27		
							415.06	*	415.06
195519	8952	RAMIREZ, MIRIAM	007175		05/15/2025	001-1500-412.33-71	184.78		
							184.78	*	184.78
195520	99001	REACTION PROPERTIES INC	UT		05/15/2025	001-0000-218.22-22	118.82		
							118.82	*	118.82
195521	8763	RICHARD HEATH & ASSOCIATE	PI5478	033242	05/15/2025	675-7020-473.33-25	1,627.43		
							1,627.43	*	1,627.43

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195522	8954	RINGGOLD, COULA	007176		05/15/2025	001-1500-412.33-71	684.44		
							684.44	*	684.44
195523	1321	RIV. CO. FLOOD CONTROL	007129		05/15/2025	100-4900-431.23-37	18,425.38		
							18,425.38	*	18,425.38
195524	2526	RIV. CO. HEALTH SVCS AGEN	007132		05/15/2025	001-4010-461.41-04	446.00		
							446.00	*	446.00
195525	8951	RIVERSIDE COUNTY PUBLIC H	007124		05/15/2025	001-2300-424.33-90	100.00		
			007125		05/15/2025	001-2300-424.33-90	50.00		
			007126		05/15/2025	001-2300-424.33-90	50.00		
			007127		05/15/2025	001-2300-424.33-90	50.00		
							250.00	*	250.00
195526	8949	ROBBINS, DEBBIE	007177		05/15/2025	001-1500-412.33-71	208.13		
							208.13	*	208.13
195527	8893	ROYCE, RICHARD	007178		05/15/2025	001-1500-412.33-71	217.13		
							217.13	*	217.13
195528	5998	SAN BERNARDINO PUBLIC EMP	007189		05/15/2025	001-0000-204.51-00	2,735.70		
							2,735.70	*	2,735.70
195529	8024	SANCHEZ, ALBERTO	007179		05/15/2025	001-1500-412.33-71	182.47		
							182.47	*	182.47
195530	8955	SAVAGE, GLADYS SUE	007180		05/15/2025	001-1500-412.33-71	684.44		
							684.44	*	684.44
195531	8626	SCPPA	PI5510	032766	05/15/2025	675-7020-473.42-58	6,906.43		
			007233	032766	05/15/2025	675-7020-473.42-58	1,965.00		
			007233		05/15/2025	670-7000-473.23-06	5,446.00		
							14,317.43	*	14,317.43
195532	1561	SMART & FINAL	PI5495	033138	05/15/2025	001-4050-461.36-00	107.02		
			PI5496	033138	05/15/2025	201-4050-446.36-00	48.00		
							155.02	*	155.02
195533	1370	SOUTH COAST AIR QUALITY	007185		05/15/2025	680-8000-454.41-04	167.47		
							167.47	*	167.47
195534	1376	SOUTHERN CALIFORNIA GAS C	007133		05/15/2025	702-3800-480.36-61	7,809.88		
							7,809.88	*	7,809.88
195535	7084	STAPLES BUSINESS ADVANTAG	PI5453	033267	05/15/2025	001-1300-412.36-00	45.00		
			PI5494	033137	05/15/2025	001-4000-461.36-00	103.64		
							148.64	*	148.64
195536	4000	STATE OF CALIFORNIA DOJ	PI5521	033226	05/15/2025	001-2200-421.26-05	1,876.98		
							1,876.98	*	1,876.98

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195537	8855	STONE, BRADLEY	007151		05/15/2025	001-4000-461.23-15	84.00		
							84.00	*	84.00
195538	2342	SULLIVAN, HARRY S.	007181		05/15/2025	001-1500-412.33-71	220.38		
							220.38	*	220.38
195539	8214	THE HOME DEPOT PRO	PI1733	033058	05/15/2025	660-6300-471.45-16	109.91		
							109.91	*	109.91
195540	6861	TKE ENGINEERING, INC	PI5571	033235	05/15/2025	660-6300-471.95-10	19,273.75		
							19,273.75	*	19,273.75
195541	7520	TREMBLY, CHRIS	007163		05/15/2025	660-6300-471.25-10	174.56		
							174.56	*	174.56
195542	99001	TRI POINTE HOMES	UT		05/15/2025	001-0000-218.22-22	1,915.96		
			UT		05/15/2025	001-0000-218.22-22	711.39		
			UT		05/15/2025	001-0000-218.22-22	750.04		
			UT		05/15/2025	001-0000-218.22-22	667.86		
			UT		05/15/2025	001-0000-218.22-22	907.89		
			UT		05/15/2025	001-0000-218.22-22	66.35		
			UT		05/15/2025	001-0000-218.22-22	33.92		
			UT		05/15/2025	001-0000-218.22-22	48.10		
			UT		05/15/2025	001-0000-218.22-22	51.18		
			UT		05/15/2025	001-0000-218.22-22	38.31		
							5,191.00	*	5,191.00
195543	99001	TWEED, WAYNE	UT		05/15/2025	001-0000-218.22-22	176.13		
							176.13	*	176.13
195544	8296	VCS ENVIRONMENTAL	PI5509	032000	05/15/2025	001-2800-441.33-11	4,991.25		
							4,991.25	*	4,991.25
195545	7007	VEOLIA WATER CONTRACT OPE	PI5461	031245	05/15/2025	680-8000-454.23-38	76,371.36		
							76,371.36	*	76,371.36
195546	6143	VISION SECURITY SYSTEMS	PI5574	032697	05/15/2025	704-3200-412.23-19	620.44		
							620.44	*	620.44
195547	6650	VULCAN MATERIALS	PI5449	032972	05/15/2025	660-6300-471.45-17	2,970.96		
							2,970.96	*	2,970.96
195548	8950	WARNER, LAWRENCE P.	007149		05/15/2025	001-4000-461.23-15	126.00		
							126.00	*	126.00
195549	1437	WASTE MANAGEMENT OF THE I	007215		05/15/2025	670-7000-473.23-54	510.09		
							510.09	*	510.09
195550	464	WESTERN WATER WORKS SUPPL	PI5451		05/15/2025	660-0000-131.00-00	866.31		
							866.31	*	866.31

CHECK NO	VENDOR NO	VENDOR NAME	VOUCHER NO	P.O. NO	DATE	ACCOUNT	REMITTANCE AMOUNT (NET OF DISC/RETAIN)		CHECK TOTAL
195551	8344	WINDSTREAM SERVICES, LLC	007231		05/15/2025	705-4500-412.26-05	5,349.10		
							5,349.10	*	5,349.10
						BANK/CHECK TOTAL	415,988.68		425,592.89
						ALL BANKS/CHECKS TOTAL	415,988.68		425,592.89

CHECK NO	VENDOR NO	VENDOR NAME	VOUCHER NO	P.O. NO	DATE	ACCOUNT	REMITTANCE AMOUNT (NET OF DISC/RETAIN)		CHECK TOTAL
194682*	8935	CLAUDE DAWSON AMES	005832		02/28/2025	700-5300-480.33-04	25,500.00-		
							25,500.00-	*	VOIDED
195445*	4984	WALKER, BRIAN	007087		05/08/2025	001-2200-421.23-06	70.00-		
							70.00-	*	VOIDED
195552	2073	A-Z BUS SALES, INC. (COLT	PI5580	033203	05/22/2025	702-3800-480.30-05	2,960.00		
							2,960.00	*	2,960.00
195553	8939	ACOM SYSTEMS	007339		05/22/2025	705-4500-412.33-11	625.00		
			007341		05/22/2025	705-4500-412.33-11	625.00		
							1,250.00	*	1,250.00
195554	3065	ALBERT A. WEBB ASSOCIATES	PI5654	033234	05/22/2025	661-6300-471.33-11	2,584.47		
							2,584.47	*	2,584.47
195555	7468	AMAZON BUSINESS	PI5575	033045	05/22/2025	001-1910-412.36-00	25.80		
			PI5576	033045	05/22/2025	001-1910-412.36-00	2,666.81		
			PI5577	033045	05/22/2025	001-1910-412.36-00	5,431.12		
			PI5587	032947	05/22/2025	704-3200-412.36-00	32.31		
			PI5589	033121	05/22/2025	001-5400-446.41-86	129.86		
			PI5590	033121	05/22/2025	001-4020-461.36-09	168.84		
			PI5591	033121	05/22/2025	001-4000-461.36-00	20.52		
			PI5592	033121	05/22/2025	001-4010-461.36-09	475.25		
			PI5593	033121	05/22/2025	001-4020-461.36-00	1,156.31		
			PI5594	033121	05/22/2025	001-4010-461.36-09	154.89		
			PI5613	032946	05/22/2025	810-9700-490.90-59	47.08		
			PI5614	033045	05/22/2025	001-1910-412.36-00	52.56		
			PI5615	033045	05/22/2025	001-1910-412.36-00	45.94		
			PI5616	033045	05/22/2025	001-1910-412.36-00	20.42		
			PI5647	033046	05/22/2025	001-3000-442.36-00	16.11		
			PI5656	033045	05/22/2025	001-1910-412.36-00	190.65		
			PI5667	033044	05/22/2025	670-7000-473.36-00	20.35		
			PI5668	033044	05/22/2025	670-7000-473.36-00	10.76		
							10,665.58	*	10,665.58
195556	908	AMERICAN PUBLIC POWER ASS	007322		05/22/2025	670-7000-473.23-06	1,190.00		
							1,190.00	*	1,190.00
195557	99001	ANDREASIAN, ARPENI	UT		05/22/2025	001-0000-218.22-22	7.05		
							7.05	*	7.05
195558	7048	ANIXTER, INC	PI5581		05/22/2025	670-0000-131.00-00	2,462.09		
			PI5583		05/22/2025	670-0000-131.00-00	969.75		
			PI5599	033400	05/22/2025	670-7000-473.45-16	71.44		
			PI5604	033399	05/22/2025	670-7000-473.41-29	684.53		
			PI5605	033400	05/22/2025	670-7000-473.45-16	866.52		
							5,054.33	*	5,054.33
195559	6175	AT&T CALNET 2	007294		05/22/2025	001-2200-421.26-05	210.67		
			007298		05/22/2025	001-2200-421.26-05	104.20		

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195559	6175	AT&T CALNET 2	007299		05/22/2025	001-2200-421.26-05	218.10		
			007300		05/22/2025	001-2200-421.26-05	455.34		
							988.31	*	988.31
195560	8147	AT&T MOBILITY LLC	007281		05/22/2025	001-2200-421.26-05	1,207.20		
			007283		05/22/2025	001-2200-421.26-05	1,931.68		
							3,138.88	*	3,138.88
195561	7937	ATWORK PERSONNEL SERVICES	PI5678	033146	05/22/2025	001-2200-421.23-27	142.56		
			PI5679	033146	05/22/2025	001-2200-421.23-27	249.49		
			PI5681	033146	05/22/2025	001-2200-421.23-27	285.13		
			PI5682	033146	05/22/2025	001-2200-421.23-27	285.13		
							962.31	*	962.31
195562	6774	BABCOCK LABORATORIES, INC	PI5531	032373	05/22/2025	660-6300-471.23-32	1,625.60		
			PI5532	032373	05/22/2025	680-8000-454.23-32	39.34		
			PI5533	032373	05/22/2025	660-6300-471.23-32	57.96		
			PI5535	032373	05/22/2025	660-6300-471.23-32	780.30		
			PI5537	032373	05/22/2025	660-6300-471.23-32	86.94		
			PI5538	032373	05/22/2025	680-8000-454.23-32	39.34		
			PI5542	032373	05/22/2025	660-6300-471.23-32	261.91		
			PI5543	032373	05/22/2025	660-6300-471.23-32	869.40		
			PI5544	032373	05/22/2025	660-6300-471.23-32	1,702.17		
			PI5546	032373	05/22/2025	660-6300-471.23-32	1,137.92		
			PI5600	032373	05/22/2025	660-6300-471.23-32	1,602.18		
			PI5601	032373	05/22/2025	660-6300-471.23-32	2,520.94		
			PI5602	032373	05/22/2025	660-6300-471.23-32	261.91		
			PI5699	032373	05/22/2025	660-6300-471.23-32	261.91		
			PI5700	032373	05/22/2025	660-6300-471.23-32	86.94		
			PI5701	032373	05/22/2025	680-8000-454.23-32	39.34		
			PI5702	032373	05/22/2025	660-6300-471.23-32	404.77		
			PI5703	032373	05/22/2025	660-6300-471.23-32	261.91		
			PI5704	032373	05/22/2025	680-8000-454.23-32	39.34		
			PI5705	032373	05/22/2025	660-6300-471.23-32	86.94		
							12,167.06	*	12,167.06
195563	5297	BANNING VETERINARY HOSPIT	007291		05/22/2025	001-2300-424.33-90	147.75		
			007316		05/22/2025	001-2300-424.33-90	147.75		
			007317		05/22/2025	001-2300-424.33-90	147.75		
			007324		05/22/2025	001-2300-424.33-90	147.75		
			007325		05/22/2025	001-2300-424.33-90	147.75		
							738.75	*	738.75
195564	8892	BARRINGTON, CINDY	007319		05/22/2025	001-1500-412.33-71	240.76		
							240.76	*	240.76
195565	6091	BEAUMONT DO IT BEST HOME	PI5550	032952	05/22/2025	704-3200-412.30-02	30.14		
			PI5551	032952	05/22/2025	704-3200-412.30-02	23.68		
			PI5552	032952	05/22/2025	704-3200-412.30-02	8.61		
			PI5553	032952	05/22/2025	704-3200-412.30-02	19.29		
			PI5554	032952	05/22/2025	704-3200-412.30-01	28.00		

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195565	6091	BEAUMONT DO IT BEST HOME	PI5588	033114	05/22/2025	001-3600-461.30-16	198.72		
			PI5596	032918	05/22/2025	810-9700-490.90-59	28.93		
							337.37	*	337.37
195566	7813	BELL ROOF CO.	PI5710	033350	05/22/2025	704-3200-412.90-15	88,606.50		
							88,606.50	*	88,606.50
195567	8471	CHANDLER ASSET MANAGEMENT	PI5545	032081	05/22/2025	001-4500-412.33-11	2,152.77		
			PI5547	032081	05/22/2025	001-4500-412.33-11	2,154.79		
							4,307.56	*	4,307.56
195568	8150	CHARTER COMMUNICATIONS	007278		05/22/2025	001-2060-446.26-09	37.73		
							37.73	*	37.73
195569	8150	CHARTER COMMUNICATIONS	007279		05/22/2025	001-2060-446.26-09	37.73		
							37.73	*	37.73
195570	8150	CHARTER COMMUNICATIONS	007292		05/22/2025	670-7000-473.26-07	990.58		
							990.58	*	990.58
195571	8150	CHARTER COMMUNICATIONS	007293		05/22/2025	001-2400-422.26-09	248.77		
							248.77	*	248.77
195572	8150	CHARTER COMMUNICATIONS	007305		05/22/2025	001-2060-446.26-09	37.73		
							37.73	*	37.73
195573	8150	CHARTER COMMUNICATIONS	007306		05/22/2025	001-2060-446.26-09	37.73		
							37.73	*	37.73
195574	8578	CICCS	007237		05/22/2025	001-0000-204.62-00	90.03		
			007239		05/22/2025	001-0000-204.62-00	90.03		
			007336		05/22/2025	001-0000-204.80-08	1,432.31		
			007337		05/22/2025	001-0000-204.80-08	42.58		
							1,654.95	*	1,654.95
195575	7061	CINTAS CORPORATION	PI5540	033083	05/22/2025	660-6300-471.25-02	246.61		
			PI5541	033083	05/22/2025	680-8000-454.25-02	46.13		
			PI5584	032937	05/22/2025	610-5800-434.25-02	123.27		
			PI5585	032937	05/22/2025	610-5850-434.25-02	7.84		
			PI5595	032901	05/22/2025	702-3800-480.25-02	87.40		
			PI5597	033083	05/22/2025	660-6300-471.25-02	249.79		
			PI5598	033083	05/22/2025	680-8000-454.25-02	46.13		
			PI5631	032901	05/22/2025	702-3800-480.25-02	87.40		
			PI5638	033161	05/22/2025	001-3600-461.25-02	52.32		
			PI5643	033083	05/22/2025	660-6300-471.25-02	310.35		
			PI5644	033083	05/22/2025	680-8000-454.25-02	46.13		
							1,303.37	*	1,303.37
195576	8274	CITY OF BANNING (BNG)	007280		05/22/2025	001-3600-461.32-02	197.57		
			007308		05/22/2025	001-3600-461.32-02	197.57		
			007310		05/22/2025	001-3000-442.32-02	197.57		

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195576	8274	CITY OF BANNING (BNG)					592.71	*	592.71
195577	8751	CITY OF BANNING TRANSIT	007296		05/22/2025	001-9600-453.23-01	21,600.00		
							21,600.00	*	21,600.00
195578	8935	CLAUDE DAWSON AMES	005832		05/22/2025	700-5300-480.33-04	25,500.00		
							25,500.00	*	25,500.00
195579	8153	CONCENTRA MEDICAL CENTERS	007282		05/22/2025	001-1300-412.33-32	73.00		
			007289		05/22/2025	001-1300-412.33-32	48.00		
			007295		05/22/2025	001-1300-412.33-32	252.00		
							373.00	*	373.00
195580	8000	CORNERSTONE DEVELOPMENT C	PI5646	032541	05/22/2025	673-7000-473.96-54	4,020.00		
							4,020.00	*	4,020.00
195581	7774	CUSTOM TROPHIES & UNEEK A	PI5637	033104	05/22/2025	001-4000-461.36-09	448.24		
							448.24	*	448.24
195582	7696	D&M JOB INC.	PI5527	033015	05/22/2025	001-1900-412.23-02	156.54		
			PI5528	033015	05/22/2025	761-3100-480.23-02	227.66		
							384.20	*	384.20
195583	8789	DEGRAVE COMMUNICATIONS IN	PI5480	033218	05/22/2025	001-9600-453.33-11	1,995.00		
							1,995.00	*	1,995.00
195584	8123	DELTA DENTAL INSURANCE CO	007268		05/22/2025	001-0000-204.32-00	839.32		
							839.32	*	839.32
195585	8108	DELTA DENTAL OF CALIFORNI	007266		05/22/2025	001-0000-204.32-00	10,653.46		
			007267		05/22/2025	001-0000-204.32-00	411.28		
							11,064.74	*	11,064.74
195586	7112	DUDEK	PI5611	031985	05/22/2025	660-6300-471.95-08	7,060.50		
							7,060.50	*	7,060.50
195587	4275	ECS IMAGING , INC	PI5620	033159	05/22/2025	001-1400-412.89-49	1,200.00		
							1,200.00	*	1,200.00
195588	8599	EFS WEST INC	PI5653	032650	05/22/2025	610-5800-434.90-56	316,214.53		
							316,214.53	*	316,214.53
195589	2753	ENTERPRISE RENT-A-CAR	007234		05/22/2025	001-1000-411.23-05	262.95		
							262.95	*	262.95
195590	3689	FARWEST LINE SPECIALTIES	PI5655	033402	05/22/2025	670-7000-473.45-16	5,287.09		
							5,287.09	*	5,287.09
195591	1078	FEDEX	007331		05/22/2025	001-2200-421.23-04	118.19		
							118.19	*	118.19

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195592	7053	FRONTIER COMMUNICATIONS	007286		05/22/2025	001-2200-421.26-05	1,305.68		
			007290		05/22/2025	703-3700-480.30-17	478.88		
			007311		05/22/2025	001-2200-421.26-05	576.11		
			007313		05/22/2025	705-4500-412.26-05	313.12		
			007314		05/22/2025	705-4500-412.23-42	14.00		
			007315		05/22/2025	001-2200-421.26-05	76.67		
			007321		05/22/2025	670-7000-473.26-07	1,010.00		
							3,774.46	*	3,774.46
195593	7117	FUN EXPRESS	PI5618	033110	05/22/2025	001-4020-461.36-09	69.33		
			PI5619	033110	05/22/2025	001-4020-461.36-09	79.71		
							149.04	*	149.04
195594	2589	GARDA CL WEST INC	PI5557	033241	05/22/2025	761-3100-480.23-43	88.63		
							88.63	*	88.63
195595	1375	GAS COMPANY, THE	007332		05/22/2025	001-2200-421.26-06	834.14		
							834.14	*	834.14
195596	7611	HAPPE, DAVID	007320		05/22/2025	001-1500-412.33-71	225.97		
							225.97	*	225.97
195597	6817	HARDY & HARPER, INC	007302	032800	05/22/2025	660-0000-232.00-00	2,864.25		
							2,864.25	*	2,864.25
195598	2920	HDL COREN & CONE	PI5556	032707	05/22/2025	001-1900-412.33-11	4,000.00		
							4,000.00	*	4,000.00
195599	5365	HOME DEPOT #8987	PI5555	032957	05/22/2025	704-3200-412.30-02	149.42		
			PI5617	033098	05/22/2025	670-7000-473.45-16	97.78		
							247.20	*	247.20
195600	6490	INFOSEND, INC	PI5648	032788	05/22/2025	761-3100-480.23-02	12.32		
			PI5649	032788	05/22/2025	761-3100-480.23-04	111.32		
			PI5650	032788	05/22/2025	761-3100-480.33-11	22.38		
							146.02	*	146.02
195601	6624	INNOVATIVE FEDERAL STRATE	PI5706	032524	05/22/2025	705-4500-412.33-11	4,866.13		
							4,866.13	*	4,866.13
195602	8577	LINCOLN FINANCIAL GROUP	007269		05/22/2025	001-0000-204.14-00	4,331.84		
			007270		05/22/2025	001-0000-204.14-00	3,154.63		
			007271		05/22/2025	001-0000-204.30-00	2,228.54		
			007272		05/22/2025	001-0000-204.30-00	1,199.51		
							10,914.52	*	10,914.52
195603	8055	MARIPOSA LANDSCAPES, INC	PI5621	032405	05/22/2025	660-6300-471.45-07	1,963.44		
			PI5640	033041	05/22/2025	111-4900-432.23-29	6,517.60		
							8,481.04	*	8,481.04
195604	1757	MC CALL'S METER SALES	PI5622	033195	05/22/2025	660-6300-471.45-06	880.00		

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195604	1757	MC CALL'S METER SALES	PI5624	033195	05/22/2025	660-6300-471.45-06	955.00		
							1,835.00	*	1,835.00
195605	7693	MGT OF AMERICA CONSULTING	PI5579	032269	05/22/2025	705-4500-412.33-11	1,250.00		
							1,250.00	*	1,250.00
195606	8020	MIKE ROQUET CONSTRUCTION,	PI5626	033370	05/22/2025	660-6300-471.45-08	12,648.01		
							12,648.01	*	12,648.01
195607	8891	MILLER, LEROY	007276		05/22/2025	001-1000-411.23-05	101.43		
							101.43	*	101.43
195608	7805	NAPA AUTO PARTS	PI5612	032920	05/22/2025	702-3800-480.38-52	3.47		
							3.47	*	3.47
195609	8854	NEW GEN STRATEGIES AND SO	PI5530	033332	05/22/2025	673-7000-473.33-11	13,361.25		
							13,361.25	*	13,361.25
195610	7563	NIETO, FRANCISCO	007255		05/22/2025	001-2200-421.23-06	68.57		
							68.57	*	68.57
195611	5811	OERTEL, ERICH	007256		05/22/2025	001-2200-421.23-06	200.00		
							200.00	*	200.00
195612	5076	ONESOURCE DISTRIBUTORS	PI5607		05/22/2025	670-0000-131.00-00	826.71		
							826.71	*	826.71
195613	8490	ONESOURCE SUPPLY SOLUTION	PI5582		05/22/2025	670-0000-131.00-00	282.31		
			PI5608		05/22/2025	670-0000-131.00-00	189.64		
			PI5609		05/22/2025	670-0000-131.00-00	77.58		
			PI5610		05/22/2025	670-0000-131.00-00	456.86		
							1,006.39	*	1,006.39
195614	4434	ORANGE COUNTY WINWATER WO	PI5628		05/22/2025	660-0000-131.00-00	156.24		
			PI5683		05/22/2025	660-0000-131.00-00	193.95		
							350.19	*	350.19
195615	7789	PARTS AUTHORITY	PI5549	032939	05/22/2025	702-3800-480.38-52	13.13		
			PI5632	032939	05/22/2025	702-3800-480.38-52	9.87		
			PI5633	032939	05/22/2025	702-3800-480.38-52	29.61		
			PI5634	032939	05/22/2025	702-3800-480.38-52	7.96		
							60.57	*	60.57
195616	3786	RIV. CO. REGISTRAR OF VOT	007347		05/22/2025	001-1500-412.33-71	86,099.27		
							86,099.27	*	86,099.27
195617	99001	RIVERSIDE CO PARKS	UT		05/22/2025	001-0000-218.22-22	3,260.52		
							3,260.52	*	3,260.52
195618	8964	RIVERSIDE COUNTY LAW ENFO	007287		05/22/2025	001-2200-421.23-03	50.00		
							50.00	*	50.00

CHECK NO	VENDOR NO	VENDOR NAME	VOUCHER NO	P.O. NO	DATE	ACCOUNT	REMITTANCE AMOUNT (NET OF DISC/RETAIN)		CHECK TOTAL
195619	2938	RIVERSIDE COUNTY SHERIFF-	007323		05/22/2025	001-2200-421.26-07	6,892.60		
							6,892.60	*	6,892.60
195620	8086	ROEBUCK, ALYSSA	007344		05/22/2025	001-2200-421.23-06	179.75		
							179.75	*	179.75
195621	8958	ROS, JORDI	007251		05/22/2025	675-7020-473.42-35	1,200.00		
							1,200.00	*	1,200.00
195622	8456	RWC GROUP	PI5677	032975	05/22/2025	702-3800-480.38-52	288.52		
							288.52	*	288.52
195623	6993	SHRED-IT USA, LLC	PI5558	033351	05/22/2025	705-4500-412.33-11	167.52		
							167.52	*	167.52
195624	1561	SMART & FINAL	PI5490	033138	05/22/2025	001-5400-446.41-86	15.06		
							15.06	*	15.06
195625	1373	SO CAL JOINT POLE COMMITT	007297		05/22/2025	670-7000-473.27-11	1,196.89		
							1,196.89	*	1,196.89
195626	1370	SOUTH COAST AIR QUALITY	007288		05/22/2025	001-2200-421.41-04	167.47		
							167.47	*	167.47
195627	1371	SOUTHERN CALIFORNIA EDISO	007235		05/22/2025	670-7000-473.26-04	94.02		
			007236		05/22/2025	670-7000-473.23-42	.56		
			007326		05/22/2025	660-6300-471.26-04	14.27		
			007327		05/22/2025	660-6300-471.26-04	1,902.90		
			007328		05/22/2025	660-6300-471.26-04	297.54		
			007329		05/22/2025	660-6300-471.26-04	412.91		
			007330		05/22/2025	660-6300-471.26-04	92.78		
							2,814.98	*	2,814.98
195628	7084	STAPLES BUSINESS ADVANTAG	PI5529	033267	05/22/2025	670-7000-473.36-00	41.99		
			PI5641	033056	05/22/2025	001-1400-412.36-00	42.93		
			PI5642	033056	05/22/2025	001-1210-412.36-00	89.52		
							174.44	*	174.44
195629	6583	TELEPACIFIC COMMUNICATION	007260		05/22/2025	705-4500-412.26-05	1,613.96		
							1,613.96	*	1,613.96
195630	6895	THOMPSON COBURN, LLP	PI5603	032837	05/22/2025	670-7010-473.33-02	1,869.76		
			PI5665	032837	05/22/2025	670-7010-473.33-02	2,476.14		
			PI5666	032837	05/22/2025	670-7010-473.33-02	3,512.56		
							7,858.46	*	7,858.46
195631	4540	TRENCH SHORING COMPANY	PI5680	033177	05/22/2025	660-6300-471.32-05	780.55		
							780.55	*	780.55
195632	6808	TRI COUNTY PUMP COMPANY	007309	032809	05/22/2025	660-0000-232.00-00	730.62		
			007312	032873	05/22/2025	660-0000-232.00-00	1,995.87		

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195632	6808	TRI COUNTY PUMP COMPANY					2,726.49	*	2,726.49
195633	99001	TRI POINTE HOMES	UT		05/22/2025	001-0000-218.22-22	188.03		
			UT		05/22/2025	001-0000-218.22-22	957.00		
							1,145.03	*	1,145.03
195634	2403	TURBO DATA SYSTEMS INC	PI5639	032753	05/22/2025	001-2200-421.23-45	150.00		
							150.00	*	150.00
195635	8824	UBEO BUSINESS SERVICES	PI5606	033296	05/22/2025	001-2800-441.23-02	54,212.05		
							54,212.05	*	54,212.05
195636	8296	VCS ENVIRONMENTAL	PI5630	032000	05/22/2025	673-7000-473.96-42	2,643.25		
							2,643.25	*	2,643.25
195637	7743	VESTIS SERVICES LLC	PI5651	033216	05/22/2025	761-3110-480.25-02	107.13		
			PI5652	033216	05/22/2025	761-3110-480.25-02	107.13		
							214.26	*	214.26
195638	6143	VISION SECURITY SYSTEMS	PI5548	032697	05/22/2025	704-3200-412.23-19	2,614.41		
							2,614.41	*	2,614.41
195639	7576	WALLACE, COLLEEN	007273		05/22/2025	001-1000-411.23-05	90.34		
			007274		05/22/2025	001-1000-411.23-05	27.00-		
							63.34	*	63.34
195640	1437	WASTE MANAGEMENT OF THE I	007307		05/22/2025	670-7000-473.23-54	3,939.50		
							3,939.50	*	3,939.50
195641	464	WESTERN WATER WORKS SUPPL	PI5629		05/22/2025	660-0000-131.00-00	193.95		
							193.95	*	193.95
195642	1357	WILLIAMS SCOTSMAN, INC	PI5707	033016	05/22/2025	810-9700-490.90-59	1,894.64		
							1,894.64	*	1,894.64
195643	8344	WINDSTREAM SERVICES, LLC	007257		05/22/2025	705-4500-412.26-05	1,103.28		
			007258		05/22/2025	001-2200-421.26-05	1,098.68		
			007261		05/22/2025	001-2200-421.26-05	1,156.72		
			007262		05/22/2025	705-4500-412.26-05	5,524.78		
			007334		05/22/2025	705-4500-412.26-05	1,156.90		
							10,040.36	*	10,040.36
195644	6499	ZENNER PERFORMANCE METERS	PI5627		05/22/2025	660-0000-131.00-00	22,405.26		
							22,405.26	*	22,405.26
						BANK/CHECK TOTAL	794,243.51		819,813.51
						ALL BANKS/CHECKS TOTAL	794,243.51		819,813.51

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195645	8333	A.C. PROPANE	PI5760	033249	05/29/2025	810-9700-490.90-59	329.09		
			PI5761	033249	05/29/2025	810-9700-490.90-59	321.02		
							650.11	*	650.11
195646	7098	ALL STAR ELITE SPORTS	PI5772	033100	05/29/2025	001-5400-446.41-86	1,531.00		
							1,531.00	*	1,531.00
195647	7468	AMAZON BUSINESS	PI5664	033215	05/29/2025	001-2200-421.36-00	118.26		
			PI5696	033045	05/29/2025	001-1910-412.36-00	140.22		
			PI5697	033045	05/29/2025	001-1910-412.36-00	37.45		
			PI5711	033046	05/29/2025	001-3000-442.36-00	49.10		
			PI5723	032947	05/29/2025	100-4900-431.36-00	40.93		
			PI5777	033121	05/29/2025	001-4020-461.36-09	213.86		
			PI5778	033121	05/29/2025	001-4010-461.25-02	215.40		
							815.22	*	815.22
195648	8509	ARIAS DE RAMIREZ, LEONILA	007385		05/29/2025	675-7020-473.42-36	195.00		
							195.00	*	195.00
195649	7937	ATWORK PERSONNEL SERVICES	PI5671	033146	05/29/2025	001-2200-421.23-27	285.13		
			PI5729	033272	05/29/2025	810-9700-490.90-59	1,447.17		
			PI5730	033272	05/29/2025	810-9700-490.90-59	1,955.63		
			PI5731	033272	05/29/2025	810-9700-490.90-59	2,327.20		
			PI5734	033272	05/29/2025	810-9700-490.90-59	2,522.76		
			PI5735	033272	05/29/2025	810-9700-490.90-59	2,444.54		
			PI5736	033272	05/29/2025	810-9700-490.90-59	1,955.63		
			PI5737	033272	05/29/2025	810-9700-490.90-59	1,955.63		
			PI5741	033272	05/29/2025	810-9700-490.90-59	1,720.96		
							16,614.65	*	16,614.65
195650	8602	AUTO GLASS NOW	PI5766	032930	05/29/2025	702-3800-480.30-05	790.72		
							790.72	*	790.72
195651	3933	AUTOMATED GATE SERVICES,	PI5659	032951	05/29/2025	704-3200-412.30-01	342.00		
							342.00	*	342.00
195652	5611	AUTOMATED MERCHANT SYSTEM	PI5712	033481	05/29/2025	761-3100-480.89-48	2,130.90		
							2,130.90	*	2,130.90
195653	5872	AVILA, VINCENT	007406		05/29/2025	001-2200-421.23-06	86.00		
							86.00	*	86.00
195654	6774	BABCOCK LABORATORIES, INC	PI5691	032373	05/29/2025	660-6300-471.23-32	261.91		
			PI5692	032373	05/29/2025	660-6300-471.23-32	57.96		
							319.87	*	319.87
195655	5297	BANNING VETERINARY HOSPIT	007415		05/29/2025	001-2300-424.33-90	147.75		
							147.75	*	147.75
195656	6091	BEAUMONT DO IT BEST HOME	PI5660	032952	05/29/2025	100-4900-431.36-00	27.44		
			PI5714	032952	05/29/2025	704-3200-412.30-02	22.26		

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195656	6091	BEAUMONT DO IT BEST HOME	PI5715	032952	05/29/2025	704-3200-412.30-02	2.20		
			PI5724	032952	05/29/2025	100-4900-431.30-06	17.23		
			PI5754	032952	05/29/2025	704-3200-412.30-02	45.19		
			PI5773	033114	05/29/2025	001-3600-461.38-54	15.06		
			PI5774	033114	05/29/2025	001-3600-461.30-01	29.07		
			PI5775	033114	05/29/2025	001-3600-461.30-01	3.84		
			PI5776	033114	05/29/2025	001-3600-461.38-54	37.45		
			PI5781	033144	05/29/2025	001-4000-461.30-02	177.25		
			PI5782	033144	05/29/2025	001-4000-461.30-02	23.69		
			PI5783	033144	05/29/2025	001-4000-461.30-02	97.12		
							497.80	*	497.80
195657	951	BEAUMONT SAFE & LOCK	PI5786	033201	05/29/2025	001-3600-461.30-01	671.55		
							671.55	*	671.55
195658	7796	CANALES, SILVERIO	007387		05/29/2025	675-7020-473.42-36	195.00		
							195.00	*	195.00
195659	7078	CANON FINANCIAL SERVICES,	PI5685	032336	05/29/2025	001-4000-461.32-06	178.44		
			PI5686	032336	05/29/2025	660-6300-471.32-06	178.44		
			PI5687	032336	05/29/2025	670-7000-473.32-06	38.47		
			PI5688	032336	05/29/2025	670-7000-473.32-06	343.67		
			PI5689	032336	05/29/2025	705-4500-412.32-06	775.50		
			PI5690	032336	05/29/2025	761-3100-480.32-06	178.44		
							1,692.96	*	1,692.96
195660	6874	CASC ENGINEERING AND CONS	PI5738	033372	05/29/2025	105-6100-455.33-11	2,720.50		
							2,720.50	*	2,720.50
195661	7061	CINTAS CORPORATION	PI5661	032953	05/29/2025	100-4900-431.25-02	79.77		
			PI5662	032953	05/29/2025	704-3200-412.25-02	11.03		
			PI5716	032953	05/29/2025	100-4900-431.25-02	79.77		
			PI5717	032953	05/29/2025	704-3200-412.25-02	11.03		
			PI5755	033083	05/29/2025	660-6300-471.25-02	249.19		
			PI5756	033083	05/29/2025	680-8000-454.25-02	46.13		
			PI5784	033161	05/29/2025	001-3600-461.25-02	52.32		
							529.24	*	529.24
195662	8764	CITY OF BANNING ELECTRIC	007364		05/29/2025	610-5800-434.90-56	46,215.08		
							46,215.08	*	46,215.08
195663	5468	COLLINS, ELIZABETH	007380		05/29/2025	675-7020-473.42-36	195.00		
							195.00	*	195.00
195664	2232	COUNSELING TEAM INTERNATI	007361		05/29/2025	700-5040-480.23-07	910.00		
							910.00	*	910.00
195665	6517	DIAMOND ENVIRONMENTAL SER	PI5785	033164	05/29/2025	001-3600-461.30-06	412.26		
							412.26	*	412.26
195666	8597	DJ TONY	PI5733	033474	05/29/2025	001-5400-446.41-86	250.00		

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195666	8597	DJ TONY					250.00	*	250.00
195667	7512	DOBBINS, DEANN LOUISE	007404		05/29/2025	001-0000-218.22-20	300.00		
							300.00	*	300.00
195668	8734	DOUGLAS, RYAN	007378		05/29/2025	001-4000-461.23-15	84.00		
							84.00	*	84.00
195669	8302	ETHIER, GREG	007389		05/29/2025	675-7020-473.42-36	195.00		
							195.00	*	195.00
195670	7053	FRONTIER COMMUNICATIONS	007354		05/29/2025	705-4500-412.26-05	132.40		
			007355		05/29/2025	660-6300-471.26-05	536.20		
			007356		05/29/2025	670-7000-473.26-05	343.18		
			007357		05/29/2025	001-2200-421.26-05	43.19		
			007358		05/29/2025	001-2400-422.26-05	683.74		
			007359		05/29/2025	001-4000-461.26-05	405.90		
			007360		05/29/2025	610-5800-434.26-05	457.50		
							2,602.11	*	2,602.11
195671	1375	GAS COMPANY, THE	007365		05/29/2025	001-4000-461.26-06	46.05		
			007366		05/29/2025	001-4000-461.23-42	.29		
			007367		05/29/2025	001-3600-461.26-06	27.00		
			007368		05/29/2025	001-3600-461.23-42	.21		
			007369		05/29/2025	001-2400-422.26-06	316.95		
			007370		05/29/2025	001-2400-422.23-42	2.43		
			007371		05/29/2025	001-4050-461.26-06	312.72		
			007372		05/29/2025	001-4050-461.23-42	2.52		
			007373		05/29/2025	001-4010-461.26-06	31.23		
			007374		05/29/2025	001-4010-461.23-42	.29		
			007410		05/29/2025	670-7000-473.26-06	309.01		
			007411		05/29/2025	702-3800-480.26-06	309.01		
			007412		05/29/2025	660-6300-471.26-06	309.01		
			007413		05/29/2025	100-4900-431.26-06	138.53		
							1,805.25	*	1,805.25
195672	7288	GUZMAN, SUSANA	007386		05/29/2025	675-7020-473.42-36	195.00		
							195.00	*	195.00
195673	6232	HALLOCK, DENNIS	007391		05/29/2025	675-7020-473.42-36	195.00		
							195.00	*	195.00
195674	5365	HOME DEPOT #8987	PI5726	033026	05/29/2025	761-3110-480.36-00	122.68		
							122.68	*	122.68
195675	5217	IBEW LOCAL 47 RETIREE MED	PR0530		05/29/2025	001-0000-204.80-10	2,963.43		
							2,963.43	*	2,963.43
195676	8667	IMEG CONSULTANTS CORP	PI5708	032682	05/29/2025	810-9700-490.90-60	1,145.00		
							1,145.00	*	1,145.00

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195677	6490	INFOSEND, INC	PI5750	032788	05/29/2025	761-3100-480.23-02	7.61		
			PI5751	032788	05/29/2025	761-3100-480.23-04	67.64		
			PI5752	032788	05/29/2025	761-3100-480.33-11	13.05		
							88.30	*	88.30
195678	8852	JACOBS, GAVIN	007376		05/29/2025	001-4000-461.23-15	168.00		
							168.00	*	168.00
195679	99001	JESSICA FISHER	007405		05/29/2025	001-0000-218.22-20	150.00		
							150.00	*	150.00
195680	7850	KEN GRODY FORD REDLANDS	PI5728	033188	05/29/2025	702-3800-480.30-05	114.60		
							114.60	*	114.60
195681	8101	KIMLEY-HORN AND ASSOCIATE	PI5657	032872	05/29/2025	681-8000-454.90-78	7,717.50		
							7,717.50	*	7,717.50
195682	6856	LARA, TORIBIO	007390		05/29/2025	675-7020-473.42-36	195.00		
							195.00	*	195.00
195683	7550	LOZANO SMITH LLP	007363		05/29/2025	700-5300-480.33-04	195.00		
							195.00	*	195.00
195684	8340	MENDOZA, SAMUEL	007419		05/29/2025	001-2200-421.23-06	126.00		
							126.00	*	126.00
195685	8020	MIKE ROQUET CONSTRUCTION,	PI5709	033370	05/29/2025	660-6300-471.45-08	15,580.21		
							15,580.21	*	15,580.21
195686	8513	MOLINA, JUANA	007384		05/29/2025	675-7020-473.42-36	195.00		
							195.00	*	195.00
195687	6741	MORENO, ANGELA	007392		05/29/2025	675-7020-473.42-36	195.00		
							195.00	*	195.00
195688	7805	NAPA AUTO PARTS	PI5765	032920	05/29/2025	702-3800-480.38-52	68.94		
							68.94	*	68.94
195689	8854	NEW GEN STRATEGIES AND SO	PI5732	033332	05/29/2025	673-7000-473.33-11	21,929.96		
							21,929.96	*	21,929.96
195690	4434	ORANGE COUNTY WINWATER WO	PI5684		05/29/2025	660-0000-131.00-00	8,999.28		
							8,999.28	*	8,999.28
195691	7787	PACKHAM & TOOMEY, INC	PI5663	033101	05/29/2025	600-5100-435.30-06	125.00		
			PI5673	033266	05/29/2025	702-3800-480.30-05	135.00		
							260.00	*	260.00
195692	2487	PARKHOUSE TIRE, INC.	PI5767	032932	05/29/2025	702-3800-480.38-52	182.71		
							182.71	*	182.71

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195693	5191	PARS	PR0530		05/29/2025	001-0000-204.25-00	458.80		
							458.80	*	458.80
195694	7789	PARTS AUTHORITY	PI5669	032939	05/29/2025	702-3800-480.38-52	30.51-		
			PI5670	032939	05/29/2025	702-3800-480.38-52	147.68		
			PI5722	032939	05/29/2025	702-3800-480.38-52	103.64		
							220.81	*	220.81
195695	5752	PAYPRO ADMINISTRATORS	007362		05/29/2025	001-1300-412.33-11	115.00		
							115.00	*	115.00
195696	6636	POWER MONITORS, INC	PI5739	032845	05/29/2025	670-7000-473.45-11	995.00		
							995.00	*	995.00
195697	8324	PRESCOTT, KEVIN	007408		05/29/2025	001-2200-421.23-06	42.00		
							42.00	*	42.00
195698	4759	RACEWAY FORD INC	PI5693	032940	05/29/2025	702-3800-480.38-52	151.77		
							151.77	*	151.77
195699	8763	RICHARD HEATH & ASSOCIATE	PI5672	033242	05/29/2025	675-7020-473.33-25	1,432.13		
							1,432.13	*	1,432.13
195700	8632	RICK ENGINEERING COMPANY	PI5721	032645	05/29/2025	660-6300-471.95-10	9,507.15		
							9,507.15	*	9,507.15
195701	8802	RIOS, MARIA FRANCISCO	007383		05/29/2025	675-7020-473.42-36	195.00		
							195.00	*	195.00
195702	8512	RISCHARD, ROBERT	007388		05/29/2025	675-7020-473.42-36	195.00		
							195.00	*	195.00
195703	8893	ROYCE, RICHARD	007409		05/29/2025	001-1000-411.23-05	937.47		
							937.47	*	937.47
195704	8456	RWC GROUP	PI5694	032975	05/29/2025	702-3800-480.38-52	129.55		
			PI5695	032975	05/29/2025	702-3800-480.38-52	3,381.03		
			PI5768	032975	05/29/2025	702-3800-480.38-52	2,368.56		
							5,879.14	*	5,879.14
195705	5336	SCCI, INC DBA	PI5757	033337	05/29/2025	660-6300-471.23-06	350.00		
							350.00	*	350.00
195706	7131	SERVIAM BY WRIGHT LLP	PI5759	032119	05/29/2025	700-5300-480.33-04	24,856.69		
							24,856.69	*	24,856.69
195707	1561	SMART & FINAL	PI5779	033135	05/29/2025	001-4010-461.36-22	692.66		
							692.66	*	692.66
195708	7785	SO CAL ARBOR CARE INC	PI5645	033452	05/29/2025	001-3600-461.23-17	4,987.50		
			PI5788	033452	05/29/2025	001-3600-461.23-17	4,593.25		

CHECK NO	VENDOR NO	VENDOR NAME	VOUCHER NO	P.O. NO	DATE	ACCOUNT	REMITTANCE AMOUNT (NET OF DISC/RETAIN)		CHECK TOTAL
195708	7785	SO CAL ARBOR CARE INC					9,580.75	*	9,580.75
195709	7083	SOFTWARE ONE, INC	PI5713	032564	05/29/2025	703-3700-480.30-17	1,870.00		
							1,870.00	*	1,870.00
195710	1377	SOUTHERN CALIFORNIA WEST	PI5770	033376	05/29/2025	001-2700-442.89-48	1,293.00		
			PI5771	033057	05/29/2025	704-3200-412.30-02	3,002.82		
							4,295.82	*	4,295.82
195711	7084	STAPLES BUSINESS ADVANTAG	PI5674	033267	05/29/2025	670-7000-473.36-00	18.31		
			PI5675	033267	05/29/2025	670-7000-473.36-00	637.56		
			PI5780	033137	05/29/2025	001-4000-461.36-09	111.76		
							767.63	*	767.63
195712	4000	STATE OF CALIFORNIA DOJ	007416		05/29/2025	001-1300-412.35-99	256.00		
			007417		05/29/2025	001-1300-412.35-99	136.00		
							392.00	*	392.00
195713	2452	STATE WATER RESOURCES CON	007393		05/29/2025	600-5100-435.41-04	1,873.00		
							1,873.00	*	1,873.00
195714	8249	STC TRAFFIC INC	PI5727	033117	05/29/2025	100-4900-431.90-10	7,472.50		
							7,472.50	*	7,472.50
195715	8855	STONE, BRADLEY	007377		05/29/2025	001-4000-461.23-15	168.00		
							168.00	*	168.00
195716	8110	TAYLOR'S PLUMBING LLC	PI5658	032986	05/29/2025	810-9700-490.90-59	1,260.00		
			PI5740	032987	05/29/2025	704-3200-412.30-02	1,102.58		
			PI5742	032987	05/29/2025	704-3200-412.30-02	725.10		
			PI5743	032987	05/29/2025	704-3200-412.30-01	1,465.90		
			PI5744	032987	05/29/2025	704-3200-412.30-02	567.22		
			PI5745	032987	05/29/2025	704-3200-412.30-02	110.00		
			PI5746	032987	05/29/2025	704-3200-412.30-02	366.94		
			PI5747	032987	05/29/2025	704-3200-412.30-02	270.00		
			PI5748	032987	05/29/2025	704-3200-412.30-02	160.00		
			PI5749	032987	05/29/2025	704-3200-412.30-02	180.00		
			PI5762	032987	05/29/2025	704-3200-412.30-02	550.68		
			PI5763	032987	05/29/2025	704-3200-412.30-02	492.45		
			PI5764	032987	05/29/2025	704-3200-412.30-02	240.00		
							7,490.87	*	7,490.87
195717	7997	TEC EQUIPMENT, INC	PI5586	032941	05/29/2025	702-3800-480.38-52	52.75		
							52.75	*	52.75
195718	7297	TETRA TECH INC.	PI5753	032926	05/29/2025	660-6300-471.33-11	3,735.00		
			PI5758	032926	05/29/2025	660-6300-471.33-11	4,318.50		
							8,053.50	*	8,053.50
195719	7743	VESTIS SERVICES LLC	PI5698	033216	05/29/2025	761-3110-480.25-02	107.13		
							107.13	*	107.13

CHECK NO	VENDOR NO	VENDOR NAME	VOUCHER NO	P.O. NO	DATE	ACCOUNT	REMITTANCE AMOUNT (NET OF DISC/RETAIN)		CHECK TOTAL
195720	7042	VILLEGAS, JOSE	007381		05/29/2025	675-7020-473.42-36	195.00		
			007382		05/29/2025	670-7000-357.38-10	120.00		
							315.00	*	315.00
195721	1890	VISTA PAINT	PI5625	033141	05/29/2025	001-3600-461.38-54	492.41		
							492.41	*	492.41
195722	8950	WARNER, LAWRENCE P.	007379		05/29/2025	001-4000-461.23-15	147.00		
							147.00	*	147.00
195723	3999	WEST COAST ARBORISTS, INC	PI5787	033450	05/29/2025	001-3600-461.23-17	2,250.00		
							2,250.00	*	2,250.00
195724	6184	WILLDAN ENGINEERING	PI5676	033463	05/29/2025	100-4900-431.90-10	1,996.50		
							1,996.50	*	1,996.50
195725	6662	XENIA PACIFIC, INC	PI5718	033009	05/29/2025	001-2700-442.36-00	311.94		
			PI5725	033009	05/29/2025	001-2740-442.36-04	226.28		
							538.22	*	538.22
195726	8096	YUNEX, LLC	PI5719	032407	05/29/2025	100-4900-431.30-09	811.31		
			PI5720	032407	05/29/2025	100-4900-431.30-09	648.00		
							1,459.31	*	1,459.31
						BANK/CHECK TOTAL	239,036.59		239,036.59
						ALL BANKS/CHECKS TOTAL	239,036.59		239,036.59

Voided Checks

May 2025

Issue Date (Original)	Check (Original)	Vendor #	Reason	Void Amount	Issue Date (Reissue)	Check (Reissue)	Vendor #	Reissued Amount
2/28/2025	194682	8935	LOST IN MAIL	$ 25,500.00	5/22/2025	195578	8935	$ 25,500.00
3/17/2025	194857	6764	MISAPPLIED	$ 277.96				
3/20/2025	194896	4042	PAID BY CARD	$ 451.00				
5/8/2025	195382	8882	CHECK # DUPLICATED	$ 9,604.21	5/15/2025	195447	8882	$ 9,604.21
5/8/2025	195445	4984	DID NOT ATTEND	$ 70.00				
TOTALS				**$35,903.17**				**$35,104.21**

BANK: 00 **********

CHECK NO	VENDOR NO	VENDOR NAME	CHECK DATE	CHECK AMOUNT	DATE VOIDED	BANK CODE	ORIGINAL AMOUNT
194682	8935	CLAUDE DAWSON AMES	02/28/2025	.00	05/22/2025	00	25,500.00
194857	6764	P&P UNIFORMS	03/17/2025	.00	05/01/2025	00	277.96
194896	4042	CALIFORNIA WATER ENVIRONMENT	03/20/2025	.00	05/08/2025	00	451.00
195382	8882	ACC & ENGINEERING LLC	05/08/2025	.00	05/15/2025	00	9,604.21
195445	4984	BRIAN WALKER	05/08/2025	.00	05/22/2025	00	70.00

BANK: 00 **********

NO. OF CHECKS: 5 CHECKS VOIDED .00 35,903.17 ***

CHECK NO	VENDOR NO	VENDOR NAME	CHECK DATE	CHECK AMOUNT	DATE VOIDED	BANK CODE	ORIGINAL AMOUNT

TOTAL FOR ALL BANKS

NO. OF CHECKS: 5 TOTAL CHECKS VOIDED .00 35,903.17 ***

Wires

May 2025

Date	Wire #	Vendor #	Vendor Name		Amount
5/15/2025	1170	3590	US Bank	$	1,946,521.88
5/16/2025	1171	4433	RPU-Riverside Public Utilites	$	1,417,430.62
TOTALS				$	3,363,952.50

ACH

May 2025

Date	Check #	Vendor #	Vendor Name		Amount
5/1/2025	9008263	8102	CSC	$	8.00
5/2/2025	9008264	2256	Wells Fargo	$	678,206.91
5/6/2025	9008265	8702	Empower Annuity Insurance Co.	$	44,008.54
5/6/2025	9008266	5885	TASC Section 125	$	1,093.82
5/6/2025	9008267	2484	Internal Revnue Service	$	274,596.13
5/6/2025	9008268	997	CA St Public Employees Retirement System	$	824.94
5/6/2025	9008269	985	CA State Employment Dev. Dept. (SIT)	$	53,343.46
5/6/2025	9008270	992	Employment Development Dept	$	5,902.00
5/6/2025	9008271	4821	Wells One CCPMT	$	29,458.51
5/8/2025	9008272	997	CA St Public Employees Retirement System	$	1,266.76
5/8/2025	9008273	997	CA St Public Employees Retirement System	$	229,215.17
5/8/2025	9008274	997	CA St Public Employees Retirement System	$	168,833.89
5/9/2025	9008275	4228	Wells Fargo - CalVEBA	$	200.00
5/9/2025	9008276	8102	CSC	$	16.00
5/16/2025	9008277	2484	Internal Revnue Service	$	258,146.03
5/16/2025	9008278	2256	Wells Fargo	$	618,242.63
5/19/2025	9008279	8102	CSC	$	16.00
5/19/2025	9008280	985	CA State Employment Dev. Dept. (SIT)	$	49,466.11
5/21/2025	9008281	8702	Empower Annuity Insurance Co.	$	44,068.29
5/23/2025	9008282	4228	Wells Fargo - CalVEBA	$	200.00
5/23/2025	9008283	997	CA St Public Employees Retirement System	$	166,643.36
5/30/2025	9008284	2484	Internal Revnue Service	$	244,954.93
5/30/2025	9008285	2256	Wells Fargo	$	620,705.02
				$	**3,489,416.50**

WELLS FARGO PAYMENTS	$	1,917,154.56
OTHER PAYMENTS	$	1,572,261.94

CHECK NO	VENDOR NO	VENDOR NAME	VOUCHER NO	P.O. NO	DATE	ACCOUNT	REMITTANCE AMOUNT (NET OF DISC/RETAIN)		CHECK TOTAL
1170*	3590	U.S. BANK	008834		05/15/2025	678-7000-473.61-18	1,470,000.00		
			008835		05/15/2025	678-7000-473.62-18	476,521.88		
							1,946,521.88	*	1,946,521.88
1171*	4433	RIVERSIDE PUBLIC UTILITIE	008836		05/16/2025	670-7010-473.27-09	51,224.00		
			008837		05/16/2025	670-7010-473.27-70	426,802.54		
			008838		05/16/2025	670-7010-473.27-60	156,677.57		
			008839		05/16/2025	670-7010-473.27-50	838,542.07		
			008840		05/16/2025	670-7000-331.20-01	3,305.16-		
			008841		05/16/2025	670-7000-356.38-17	2,013.81-		
			008842		05/16/2025	670-7000-356.38-20	50,017.91-		
			008843		05/16/2025	670-7000-356.38-10	478.68-		
							1,417,430.62	*	1,417,430.62
9008263*	8102	CORPORATION SERVICE COMPA	008853		05/01/2025	001-3000-442.23-03	8.00		
							8.00	*	8.00
9008264*	2256	WELLS FARGO BANK	008854		05/02/2025	001-0000-204.10-00	678,206.91		
							678,206.91	*	678,206.91
9008265*	8702	EMPOWER ANNUITY INSURANCE	008855		05/06/2025	001-0000-204.16-00	31,273.89		
			008856		05/06/2025	001-0000-204.16-00	893.03		
			008857		05/06/2025	001-0000-204.16-00	11,841.62		
							44,008.54	*	44,008.54
9008266*	5885	TASC	008858		05/06/2025	001-0000-204.80-15	1,093.82		
							1,093.82	*	1,093.82
9008267*	2484	INTERNAL REVENUE SERVICE	008859		05/06/2025	001-0000-204.11-00	113,443.43		
			008860		05/06/2025	001-0000-204.13-00	161,152.70		
							274,596.13	*	274,596.13
9008268*	997	CA. ST. PUBLIC EMPLOYEES	008861		05/06/2025	670-7000-473.15-15	768.69		
			008862		05/06/2025	001-1300-412.15-15	56.25		
							824.94	*	824.94
9008269*	985	CA. ST. EMPLOYMENT DEV. D	008863		05/06/2025	001-0000-204.12-00	53,343.46		
							53,343.46	*	53,343.46
9008270*	992	CALIFORNIA, STATE OF	008864		05/06/2025	700-5030-480.40-03	5,902.00		
							5,902.00	*	5,902.00
9008271*	4821	WELLS FARGO CARD SERVICES	008958		05/06/2025	001-1910-412.36-00	30.43		
			008959		05/06/2025	001-1000-411.36-00	23.77		
			008960		05/06/2025	001-0000-201.10-00	1.22-		
			008961		05/06/2025	001-2200-421.23-06	490.00-		
			008962		05/06/2025	001-2200-421.36-62	747.39		
			008963		05/06/2025	001-2200-421.36-07	11.58		
			008964		05/06/2025	001-2200-421.36-62	905.65		
			008965		05/06/2025	001-2200-421.36-62	216.97		
			008966		05/06/2025	001-2200-421.36-00	938.05		

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9008271*	4821	WELLS FARGO CARD SERVICES	008967		05/06/2025	001-2200-421.36-62	278.12	
			008968		05/06/2025	001-0000-201.10-00	20.00-	
			008969		05/06/2025	001-2200-421.23-05	7.50	
			008970		05/06/2025	001-2200-421.23-06	60.00	
			008971		05/06/2025	001-2200-421.23-05	192.00	
			008972		05/06/2025	001-2200-421.23-05	66.39	
			008973		05/06/2025	001-4010-461.23-06	198.26	
			008974		05/06/2025	001-4000-461.23-03	125.00	
			008975		05/06/2025	001-4000-461.23-03	263.88	
			008976		05/06/2025	001-4010-461.36-00	167.01	
			008977		05/06/2025	001-0000-201.10-00	12.01-	
			008978		05/06/2025	001-4000-461.23-03	11.99	
			008979		05/06/2025	660-6300-471.45-08	568.84	
			008980		05/06/2025	001-2800-441.23-01	690.55	
			008981		05/06/2025	001-2800-441.23-01	460.99	
			008982		05/06/2025	001-2800-441.23-01	704.72	
			008983		05/06/2025	001-2800-441.23-01	196.53	
			008984		05/06/2025	001-1300-412.23-01	12.99	
			008985		05/06/2025	001-1300-412.23-05	227.97	
			008986		05/06/2025	001-1300-412.23-06	595.00	
			008987		05/06/2025	001-9600-453.41-46	140.14	
			008988		05/06/2025	001-9600-453.41-46	54.99	
			008989		05/06/2025	001-9600-453.41-46	271.55	
			008990		05/06/2025	001-3200-412.36-16	16.13	
			008991		05/06/2025	100-4900-431.36-00	76.94	
			008992		05/06/2025	761-3100-480.23-05	62.64	
			008993		05/06/2025	001-1910-412.23-06	150.00	
			008994		05/06/2025	001-1910-412.23-06	150.00	
			008995		05/06/2025	001-1200-412.23-05	1,225.00	
			008996		05/06/2025	001-1200-412.23-05	1,225.00	
			008997		05/06/2025	001-1200-412.23-05	1,225.00	
			008998		05/06/2025	001-1000-411.23-05	534.24	
			008999		05/06/2025	001-1000-411.23-05	204.07	
			009000		05/06/2025	001-1000-411.23-05	204.07	
			009001		05/06/2025	001-1200-412.23-05	204.07	
			009002		05/06/2025	001-1200-412.23-05	534.24	
			009003		05/06/2025	001-1000-411.23-05	614.24	
			009004		05/06/2025	001-1000-411.23-05	534.24	
			009005		05/06/2025	001-1210-412.23-05	821.19	
			009006		05/06/2025	001-1000-411.23-05	614.24	
			009007		05/06/2025	001-5400-446.41-86	5.19	
			009008		05/06/2025	001-5400-446.41-86	219.00	
			009009		05/06/2025	001-3600-461.30-06	208.55	
			009010		05/06/2025	001-4000-461.36-11	156.39	
			009011		05/06/2025	001-1400-412.89-49	83.18	
			009012		05/06/2025	001-1400-412.89-49	19.27	
			009013		05/06/2025	001-1400-412.23-06	500.00	
			009014		05/06/2025	001-1400-412.23-03	250.00	
			009015		05/06/2025	001-1400-412.36-00	155.18	
			009016		05/06/2025	001-1400-412.23-05	3.33-	
			009017		05/06/2025	670-7000-473.42-50	292.67	

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9008271*	4821	WELLS FARGO CARD SERVICES	009018		05/06/2025	675-7020-473.23-03	39.99		
			009019		05/06/2025	702-3800-480.38-52	323.29		
			009020		05/06/2025	001-0000-201.10-00	18.50-		
			009021		05/06/2025	702-3800-480.38-52	184.61		
			009022		05/06/2025	702-3800-480.38-52	50.09		
			009023		05/06/2025	702-3800-480.36-00	32.99		
			009024		05/06/2025	001-1210-412.23-03	430.00		
			009025		05/06/2025	001-5400-446.41-86	343.20		
			009026		05/06/2025	610-5800-434.36-00	133.80		
			009027		05/06/2025	610-5800-434.36-00	527.48		
			009028		05/06/2025	001-2200-421.30-05	847.51		
			009029		05/06/2025	001-2200-421.30-05	290.00		
			009030		05/06/2025	001-2200-421.36-00	1,109.37		
			009031		05/06/2025	001-0000-201.10-00	89.37-		
			009032		05/06/2025	001-2200-421.36-00	133.19		
			009033		05/06/2025	001-2200-421.23-06	448.98		
			009034		05/06/2025	001-2200-421.23-06	68.02		
			009035		05/06/2025	001-2200-421.23-06	71.89		
			009036		05/06/2025	001-2200-421.36-00	257.64		
			009037		05/06/2025	001-3000-442.23-01	50.00		
			009038		05/06/2025	001-3000-442.23-01	1.14		
			009039		05/06/2025	001-2200-421.23-06	2,731.32		
			009040		05/06/2025	001-2200-421.23-06	315.18		
			009041		05/06/2025	001-2200-421.23-06	315.18		
			009042		05/06/2025	001-2200-421.23-06	315.18		
			009043		05/06/2025	001-2200-421.23-06	315.18		
			009044		05/06/2025	001-2200-421.23-06	315.18		
			009045		05/06/2025	001-2200-421.23-06	315.18		
			009046		05/06/2025	001-2200-421.23-06	315.18		
			009047		05/06/2025	001-2200-421.23-06	315.18		
			009048		05/06/2025	001-2200-421.23-06	19.92-		
			009049		05/06/2025	001-2200-421.23-06	189.52		
			009050		05/06/2025	001-2200-421.23-06	625.00		
			009051		05/06/2025	670-7000-473.36-00	66.78		
			009052		05/06/2025	670-7000-473.36-00	86.90		
			009053		05/06/2025	670-7000-473.36-00	95.71		
							29,458.51	*	29,458.51
9008272*	997	CA. ST. PUBLIC EMPLOYEES	008865		05/08/2025	001-0000-204.31-00	1,263.73		
			008866		05/08/2025	001-1300-412.41-18	3.03		
							1,266.76	*	1,266.76
9008273*	997	CA. ST. PUBLIC EMPLOYEES	008867		05/08/2025	001-0000-204.31-00	2,383.89		
			008868		05/08/2025	001-0000-204.31-00	35,790.35		
			008869		05/08/2025	001-0000-204.31-00	80,454.11		
			008870		05/08/2025	001-0000-204.31-00	75,418.70		
			008871		05/08/2025	001-0000-204.31-00	926.52		
			008872		05/08/2025	001-0000-204.31-00	14,237.66		
			008873		05/08/2025	001-0000-204.31-00	1,263.73-		
			008874		05/08/2025	001-1200-412.15-50	2,527.46		
			008875		05/08/2025	001-0000-204.31-00	4,970.88		

CHECK NO	VENDOR NO	VENDOR NAME	VOUCHER NO	P.O. NO	DATE	ACCOUNT	REMITTANCE AMOUNT (NET OF DISC/RETAIN)		CHECK TOTAL
9008273*	997	CA. ST. PUBLIC EMPLOYEES	008876		05/08/2025	001-0000-204.31-00	5,757.27		
			008877		05/08/2025	001-0000-204.31-00	5,559.12		
			008878		05/08/2025	001-0000-204.31-00	1,736.30		
			008879		05/08/2025	001-1300-412.15-52	142.20		
			008880		05/08/2025	001-1300-412.41-18	548.40		
							229,189.13	*	229,189.13
9008274*	997	CA. ST. PUBLIC EMPLOYEES	008881		05/08/2025	001-1300-412.41-19	26.04		
			008882		05/08/2025	001-0000-204.20-00	167,976.62		
			008883		05/08/2025	001-0000-204.20-00	44.92		
			008884		05/08/2025	001-0000-204.20-00	56.93		
			008885		05/08/2025	001-0000-204.20-00	68.79		
			008886		05/08/2025	001-0000-204.20-00	86.85		
			008887		05/08/2025	001-0000-204.20-00	73.59		
			008888		05/08/2025	001-0000-204.20-00	92.91		
			008889		05/08/2025	001-0000-204.20-00	70.04		
			008890		05/08/2025	001-0000-204.20-00	88.42		
			008891		05/08/2025	001-0000-204.20-00	96.93		
			008892		05/08/2025	001-0000-204.20-00	122.39		
			008893		05/08/2025	001-0000-204.20-00	24.53		
			008894		05/08/2025	001-0000-204.20-00	30.97		
							168,859.93	*	168,859.93
9008275*	4228	WELLS FARGO BANK	008895		05/09/2025	001-0000-204.80-14	200.00		
							200.00	*	200.00
9008276*	8102	CORPORATION SERVICE COMPA	008896		05/09/2025	001-2740-442.23-07	16.00		
							16.00	*	16.00
9008277*	2484	INTERNAL REVENUE SERVICE	008897		05/16/2025	001-0000-204.11-00	107,371.05		
			008898		05/16/2025	001-0000-204.13-00	150,774.98		
							258,146.03	*	258,146.03
9008278*	2256	WELLS FARGO BANK	008899		05/16/2025	001-0000-204.10-00	618,242.63		
							618,242.63	*	618,242.63
9008279*	8102	CORPORATION SERVICE COMPA	008900		05/19/2025	001-2740-442.23-07	16.00		
							16.00	*	16.00
9008280*	985	CA. ST. EMPLOYMENT DEV. D	008901		05/19/2025	001-0000-204.12-00	49,466.11		
							49,466.11	*	49,466.11
9008281*	8702	EMPOWER ANNUITY INSURANCE	008902		05/21/2025	001-0000-204.16-00	31,334.99		
			008903		05/21/2025	001-0000-204.16-00	893.03		
			008904		05/21/2025	001-0000-204.16-00	12,094.03		
			008905		05/21/2025	001-0000-204.16-00	253.76-		
							44,068.29	*	44,068.29
9008282*	4228	WELLS FARGO BANK	008906		05/23/2025	001-0000-204.80-14	200.00		
							200.00	*	200.00

CHECK NO	VENDOR NO	VENDOR NAME	VOUCHER NO	P.O. NO	DATE	ACCOUNT	REMITTANCE AMOUNT (NET OF DISC/RETAIN)		CHECK TOTAL
9008283*	997	CA. ST. PUBLIC EMPLOYEES	008907		05/23/2025	001-0000-204.20-00	164,680.42		
			008908		05/23/2025	001-0000-204.20-00	403.36		
			008909		04/24/2025	001-0000-204.20-00	1,313.21		
			008910		05/23/2025	001-0000-204.20-00	56.43		
			008911		05/23/2025	001-0000-204.20-00	183.67		
			008912		05/23/2025	001-0000-204.20-00	141.95-		
			008913		05/23/2025	001-0000-204.20-00	184.99-		
			008914		05/23/2025	001-0000-204.20-00	129.71		
			008915		05/23/2025	001-0000-204.20-00	163.76		
			008916		05/23/2025	001-0000-204.20-00	17.56		
			008917		05/23/2025	001-0000-204.20-00	22.18		
							166,643.36	*	166,643.36
9008284*	2484	INTERNAL REVENUE SERVICE	008918		05/30/2025	001-0000-204.11-00	102,082.25		
			008919		05/30/2025	001-0000-204.13-00	142,872.68		
							244,954.93	*	244,954.93
9008285*	2256	WELLS FARGO BANK	008920		05/30/2025	001-0000-204.10-00	620,705.02		
							620,705.02	*	620,705.02
						BANK/CHECK TOTAL	6,853,369.00		6,853,369.00
						ALL BANKS/CHECKS TOTAL	6,853,369.00		6,853,369.00

Payroll

May 2025

Start	End	Date	Description		Check Total
13847	13855	5/2/2025	Warrant Register	$	1,697.04
13856	13867	5/16/2025	Warrant Register	$	2,052.71
13868	13882	5/30/2025	Warrant Register	$	3,808.60
TOTALS				**$**	**7,558.35**
	CHECKS USED	**36**			

Dept/Div Activity	Check Payee	Social Security	Check Number	Amount
1900-412	PHILLIPS, JOYCE Y	6549	13847	.00
	CALIF. STATE DISBURSEMENT UNIT		13848	427.38
	TEXAS CHILD SUPPORT SDU		13849	550.62
	FRANCHISE TAX BOARD		13850	125.00
4000-461	GAITER, MARIAH	2531	13851	80.12
	CALIF. STATE DISBURSEMENT UNIT		13852	192.92
4000-461	MONTES, ALEXIS D	5374	13853	48.07
4010-461	FLOYD, ANTHONY P	2394	13854	17.70
	CALIF. STATE DISBURSEMENT UNIT		13855	255.23
	Total Checks -		9	1,697.04

Dept/Div Activity	Check Payee	Social Security	Check Number	Amount
1900-412	PHILLIPS, JOYCE Y	6549	13856	.00
	CALIF. STATE DISBURSEMENT UNIT		13857	427.38
	TEXAS CHILD SUPPORT SDU		13858	550.62
	FRANCHISE TAX BOARD		13859	125.00
4000-461	BARON, BYRON	178	13860	72.11
4000-461	GAITER, MARIAH	2531	13861	140.22
	CALIF. STATE DISBURSEMENT UNIT		13862	192.92
4010-461	ECKMAN, GRACE J	2186	13863	75.76
4010-461	FLOYD, ANTHONY P	2394	13864	61.95
4010-461	ODENBAUGH, JONATHAN	6070	13865	75.76
4010-461	STOKES, AALIYAH M	8186	13866	75.76
	CALIF. STATE DISBURSEMENT UNIT		13867	255.23
	Total Checks -		12	2,052.71

ept/Div ctivity	Check Payee	Social Security	Check Number	Amount
900-412	PHILLIPS, JOYCE Y	6549	13868	.00
	CALIF. STATE DISBURSEMENT UNIT		13869	427.38
	TEXAS CHILD SUPPORT SDU		13870	550.62
	FRANCHISE TAX BOARD		13871	125.00
000-461	BARON, BYRON	178	13872	446.02
000-461	GAITER, MARIAH	2531	13873	120.19
	CALIF. STATE DISBURSEMENT UNIT		13874	192.92
010-461	ECKMAN, GRACE J	2186	13875	42.09
010-461	FLOYD, ANTHONY P	2394	13876	455.11
010-461	MADDOX, LOLA	4821	13877	42.09
010-461	ODENBAUGH, JONATHAN	6070	13878	202.03
010-461	SANTOS, ABIEGAIL M	184	13879	485.13
010-461	STOKES, AALIYAH M	8186	13880	422.70
010-461	TREJO, ADRIAN	186	13881	42.09
	CALIF. STATE DISBURSEMENT UNIT		13882	255.23
	Total Checks -		15	3,808.60

CITY OF BANNING
STAFF REPORT

TO: **CITY COUNCIL**

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

PREPARED BY: **Michelle Green, Interim Administrative Services Director**
Michelle Green, Interim Administrative Services Director

MEETING DATE: **September 23, 2025**

SUBJECT: **Receive and File Accounts Payable and Payroll Warrants Issued in the Month of June 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	195727-196140	$4,688,272.22	
Voided/Reissue Checks		$ - 855.18	
Check Total			**$4,687,417.04**
Wires Total	1172		**$1,449,059.43**
ACH Payments:	9008286-9008307		
Payroll Direct Deposit	06/13/2025	$ 617,245.44	
Payroll Direct Deposit	06/27/2025	$ 750,193.39	
Other Payments		$1,725,174.02	
ACH Total			**$3,092,612.85**
Payroll Checks:	13883-13915		
Payroll-Regular	06/13/2025	$ 6,994.21	
Payroll-Regular	06/27/2025	$ 8,646.14	
Payroll Check Total			**$ 15,640.35**
Total Warrants Issued for June 2025			**$ 9,244,729.67**

FISCAL IMPACT:
No fiscal impact.

ALTERNATIVES:
Receive and file the warrants for period ending June 30, 2025.

BUDGETED?:
No

CONTRACT/AGREEMENT:
No

ATTACHMENTS:
1. Attachment 1 - Fund List_Updated 10.11.23.pdf
2. Accounts Payable and Payroll Warrants June 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

June 2025

Start	End	Date	Description		Check Total		Remittance Total
195727	195828	6/5/2025	WARRANT REGISTER	$	1,588,448.45	$	1,588,347.02
195829	195963	6/12/2025	WARRANT REGISTER	$	541,847.08	$	541,847.08
195964	196013	6/18/2025	WARRANT REGISTER	$	1,358,011.43	$	1,358,011.43
196014	196140	6/26/2025	WARRANT REGISTER	$	1,199,965.26	$	1,199,211.51
			WARRANT REGISTER				
TOTALS				**$**	**4,688,272.22**	**$**	**4,687,417.04**
				$	**4,688,272.22**	**$**	**4,687,417.04**
			VOIDED CHECKS	$	855.18		
			REMITTANCE AMOUNT			$	4,687,417.04
			WELLS FARGO ACH	$	1,367,438.83		
			OTHER ACH	$	1,725,174.02		
			WIRES	$	1,449,059.43		
			TOTAL WIRES/ACH			$	4,541,672.28
			PAYROLL			$	15,640.35
GRAND TOTAL REMITTANCE AMOUNT						**$**	**9,244,729.67**

Copy

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
0006956	00	A JUMP N PARTY, INC							
62652		PI5919	033475	00	06/14/2025	001-5400-446.41-58	JULY 4 BOUNCER	2,623.50	
							VENDOR TOTAL *	2,623.50	
0008694	00	AED ENERGY SERVICES LLC							
0000000180		PI5769	032755	00	05/30/2025	702-3800-480.33-11	PHASE 1 - MARCH 2025	1,000.00	
							VENDOR TOTAL *	1,000.00	
0008873	00	AIR EXCHANGE INC							
91614472		PI5801	033409	00	05/24/2025	001-2400-422.90-15	STATION 9 HARDWARE	35,608.70	
							VENDOR TOTAL *	35,608.70	
0006775	00	ALLIANT INSURANCE SERVICES, INC							
3087762		007429		00	05/15/2025	700-5040-480.29-06	COB DIC RENEWAL	351,224.69	
							VENDOR TOTAL *	351,224.69	
0007468	00	AMAZON BUSINESS							
16WX-MHDN-9Q36		PI5868	033045	00	06/27/2025	001-1900-412.36-00	BLACK PENS/6X9 CLASP ENV	38.43	
1FJP-RCG1-4KF9		PI5850	033215	00	06/28/2025	001-2200-421.36-00	MULTIPORT ADAPTER	39.86	
1WND-GY9F-6LDQ		PI5912	033121	00	06/27/2025	001-4000-461.36-09	WATER BALLOONS	74.22	
1YYY-GQM1-4CRK		PI5925	033121	00	06/05/2025	001-4000-461.36-09	ICE COLD PACKS-DISPOSIBLE	35.55	
16WX-MHDN-9Q36		PI5869	033045	00	06/27/2025	705-4500-412.36-00	BLACK PENS/6X9 CLASP ENV	13.75	
							VENDOR TOTAL *	201.81	
0008584	00	AMERICAN FIDELITY ASSURANCE							
APRIL 2025		007446		00	06/05/2025	001-0000-204.80-09	ACCIDENT POLICY	5,085.90	
APRIL 2025		007447		00	06/05/2025	001-0000-204.80-02	CANCER POLICY	5,434.64	
APRIL 2025		007448		00	06/05/2025	001-0000-204.80-11	DISABILITY - SUPPLEMENTAL	9,104.18	
APRIL 2025		007449		00	06/05/2025	001-0000-204.80-16	GROUP HOSPITAL INDEMNITY	2,599.10	
APRIL 2025		007450		00	06/05/2025	001-0000-204.80-12	CRITICAL ILLNES	2,551.82	
APRIL 2025		007451		00	06/05/2025	001-0000-204.30-00	WHOLE/TERM LIFE	8,097.84	
MAY 2025		007545		00	06/05/2025	001-0000-204.80-09	ACCIDENT POLICY	5,019.10	
MAY 2025		007546		00	06/05/2025	001-0000-204.80-02	CANCER POLICY	5,272.46	
MAY 2025		007547		00	06/05/2025	001-0000-204.80-11	DISABILITY - SUPPLEMENTAL	8,900.08	
MAY 2025		007548		00	06/05/2025	001-0000-204.80-16	GROUP HOSPITAL INDEMNITY	2,551.86	
MAY 2025		007549		00	06/05/2025	001-0000-204.80-12	CRITICAL ILLNES	2,423.78	
MAY 2025		007550		00	06/05/2025	001-0000-204.30-00	WHOLE/TERM LIFE	8,097.84	
							VENDOR TOTAL *	65,138.60	
0004265	00	AMERICAN FORENSIC NURSES							
79505		PI5826	033079	00	06/26/2025	001-2200-421.33-31	PD BLOOD DRAWS	572.51	
79506		PI5827	033079	00	06/26/2025	001-2200-421.33-31	CHP BLOOD DRAWS	616.56	
							VENDOR TOTAL *	1,189.07	
0008979	00	ANIMAL EMERGENCY CLINIC							
574353		007512		00	01/08/2025	001-2300-424.33-90	ANIMAL CONTROL (EUTH)	400.00	
577172		007518		00	04/25/2025	001-2300-424.33-90	EXAM	800.00	
577707		007524		00	05/12/2025	001-2300-424.33-90	EXAM	800.00	
							VENDOR TOTAL *	2,000.00	
0007048	00	ANIXTER, INC							

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
0007048	00	ANIXTER, INC							
5977226-00		PI5807		00	04/09/2025	670-0000-131.00-00	750MCM AL 220MIL 15KV JK	137,704.50	
							VENDOR TOTAL *	137,704.50	
0006899	00	ASBURY ENVIRONMENTAL SERVICES DBA							
I500-01209139		PI5876	033247	00	05/25/2025	001-9600-453.45-15	30GAL O/T POLY DRUM	468.71	
							VENDOR TOTAL *	468.71	
0006175	00	AT&T CALNET 2							
000023515434		007534		00	05/22/2025	001-2200-421.26-05	BAN 9391033242	211.58	
							VENDOR TOTAL *	211.58	
0008147	00	AT&T MOBILITY LLC							
287332160051625007522				00	05/08/2025	001-2200-421.26-05	MONTHLY SVC	1,207.20	
992351038051925007523				00	05/11/2025	001-2200-421.26-05	MONTHLY SVC	1,604.20	
							VENDOR TOTAL *	2,811.40	
0007667	00	ATBACKGROUNDS							
4698		007553		00	06/05/2025	001-1300-412.33-11	BACKGROUND SCREENING	141.76	
							VENDOR TOTAL *	141.76	
0007937	00	ATWORK PERSONNEL SERVICES							
320030		PI5875	033146	00	06/22/2025	001-2200-421.23-27	M BOND 05/18/25	285.13	
320031		PI5862	033272	00	06/22/2025	810-9700-490.90-59	REBELO/PRIEST/BERMUDEZ	1,799.19	
320847		PI5863	033272	00	06/29/2025	810-9700-490.90-59	REBELO/PRIEST/BERMUDEZ	4,224.18	
							VENDOR TOTAL *	6,308.50	
0006942	00	AUER, WILLIAM							
MEALS 6/3-6/06		007493		00	06/05/2025	001-2200-421.23-06	BACKGROUND INVESTIGATIONS	98.00	
							VENDOR TOTAL *	98.00	
0007121	00	AVILA, SOL							
TUITION FY25 B		007537		00	05/19/2025	001-2200-421.25-09	TUITION REIMBURSEMENT	459.00	
							VENDOR TOTAL *	459.00	
0005297	00	BANNING VETERINARY HOSPITAL							
847442		007430		00	05/22/2025	001-2300-424.33-90	CREMATION	147.75	
846452		007521		00	05/05/2025	001-2300-424.33-90	CREMATION	147.75	
							VENDOR TOTAL *	295.50	
0006091	00	BEAUMONT DO IT BEST HOME CENTER							
556723		PI5911	033114	00	06/23/2025	001-3600-461.30-01	GALV FORK LTCH	26.92	
556592		PI5914	033144	00	06/20/2025	001-4000-461.30-02	1.33 CF IN-GROUND SOIL	50.81	
556766		PI5822	032952	00	06/26/2025	111-4900-432.23-29	1/2" PVC SCH40 FIP CAP	20.97	
556769		PI5823	032952	00	06/26/2025	704-3200-412.30-01	LINK	8.37	
556882		PI5867	032952	00	06/28/2025	704-3200-412.30-02	1.2 GAL AREATOR/LAV	11.28	
							VENDOR TOTAL *	118.35	
0008271	00	BLAISDELL'S BUSINESS PRODUCTS							
1964729-0		PI5871	033224	00	06/26/2025	705-4500-412.36-00	CITY HALL COPY PAPER	693.76	

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
0008271	00	BLAISDELL'S BUSINESS PRODUCTS							
							VENDOR TOTAL *	693.76	
0007251	00	BLUE SHIELD OF CALIFORNIA							
MAY 2025		007555		00	06/05/2025	001-1200-412.15-50	PERS PLATINUM	2,578.00	
JUNE 2025		007557		00	06/05/2025	001-1200-412.15-50	PERS PLATINUM	2,578.00	
							VENDOR TOTAL *	5,156.00	
0007085	00	BOOTH, CATHY							
NOV 24 - APR 25		007458		00	06/05/2025	675-7020-473.42-36	LOW INCOME DISCOUNT	195.00	
							VENDOR TOTAL *	195.00	
0004042	00	CALIFORNIA WATER ENVIRONMENT							
FY26 CERT36936		007495		00	05/19/2025	660-6300-471.23-03	CWEA CERT RENEWAL GRADE 1	106.00	
FY26 CERT36987		007496		00	05/19/2025	660-6300-471.23-03	CWEA ASSOC DUES	239.00	
FY26 CERT36987		007497		00	05/19/2025	660-6300-471.23-03	CWEA CERT RENEWAL GRADE 1	106.00	
FY26 CERT337448		007498		00	05/19/2025	660-6300-471.23-03	CWEA CERT RENEWAL GRADE 1	106.00	
							VENDOR TOTAL *	557.00	
0007078	00	CANON FINANCIAL SERVICES, INC							
40948149		PI5828	033119	00	06/20/2025	001-2200-421.32-06	COLOR COPIER 5/10-6/09	332.16	
							VENDOR TOTAL *	332.16	
0007561	00	CELL BUSINESS EQUIP-LEASING							
5034199746		PI5835	032577	00	06/01/2025	705-4500-412.33-11	FPI 2325 FOLDING MACHINE	439.04	
							VENDOR TOTAL *	439.04	
0007033	00	CELL BUSINESS EQUIPMENT (CBE)							
IN2834080		PI5890	032335	00	05/30/2025	001-4000-461.30-06	COPIER MAINTENANCE	27.72	
IN2834080		PI5891	032335	00	05/30/2025	660-6300-471.30-06	COPIER MAINTENANCE	31.86	
IN2834080		PI5892	032335	00	05/30/2025	670-7000-473.30-06	COPIER MAINTENANCE	28.48	
IN2834080		PI5893	032335	00	05/30/2025	705-4500-412.30-06	COPIER MAINTENANCE	2,666.95	
IN2834080		PI5895	032335	00	05/30/2025	705-4500-412.30-06	COPIER MAINTENANCE	86.14	
IN2834080		PI5894	032335	00	05/30/2025	761-3100-480.30-06	COPIER MAINTENANCE	71.62	
IN2834080		PI5896	032335	00	05/30/2025	761-3100-480.30-06	COPIER MAINTENANCE	86.14	
							VENDOR TOTAL *	2,998.91	
0008150	00	CHARTER COMMUNICATIONS							
189284001050125		007456		00	06/05/2025	001-2400-422.26-09	172 N MURRAY ST	38.95	
							VENDOR TOTAL *	38.95	
0008150	00	CHARTER COMMUNICATIONS,CK GRP-A							
189283501052125		007499		00	05/21/2025	001-2060-446.26-09	CITY HALL	121.49	
							VENDOR TOTAL *	121.49	
0008150	00	CHARTER COMMUNICATIONS,CK GRP-B							
189283801052125		007531		00	05/21/2025	670-7000-473.26-07	CORP YARD FIBER	990.58	
							VENDOR TOTAL *	990.58	
0008150	00	CHARTER COMMUNICATIONS,CK GRP-C							

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0008150	00	CHARTER COMMUNICATIONS,CK GRP-C							
189283601052125007532				00	05/21/2025	670-7000-473.26-07	CITY HALL FIBER	990.58	
							VENDOR TOTAL *	990.58	
0007061	00	CINTAS CORPORATION							
4231362220		PI5915	033161	00	06/21/2025	001-3600-461.25-02	PARKS UNIFORMS	52.32	
4231362229		PI5916	033162	00	06/21/2025	001-4000-461.36-03	CLEANING SUPPLIES	124.71	
4232052529		PI5824	032953	00	06/28/2025	100-4900-431.25-02	UNIFORMS - STREETS/PW	79.77	
4232052601		PI5837	032937	00	06/28/2025	610-5800-434.25-02	TRANSIT UNIFORMS	123.27	
4232052601		PI5838	032937	00	06/28/2025	610-5850-434.25-02	TRANSIT UNIFORMS	7.84	
4231362184		PI5851	033256	00	06/21/2025	670-7000-473.25-02	ELECTRIC DEPT UNIFORMS	337.41	
4232052717		PI5881	033256	00	06/28/2025	670-7000-473.25-02	ELECTRIC DEPT UNIFORMS	337.41	
4232052562		PI5809	032901	00	06/28/2025	702-3800-480.25-02	FLEET UNIFORMS	87.40	
4232052529		PI5825	032953	00	06/28/2025	704-3200-412.25-02	UNIFORMS - STREETS/PW	11.03	
							VENDOR TOTAL *	1,161.16	
0008153	00	CONCENTRA MEDICAL CENTERS							
86944806		007533		00	05/22/2025	001-1300-412.33-32	PHYSICAL EXAM	151.00	
							VENDOR TOTAL *	151.00	
0007772	00	CORE & MAIN, LP							
INV0016363		PI5833		00	05/24/2025	660-0000-131.00-00	INVENTORY	269.84	
INV0016959		PI5834		00	06/11/2025	660-0000-131.00-00	INVENTORY	558.78	
W857561		PI5878		00	05/25/2025	660-0000-131.00-00	INVENTORY	3,266.44	
INV0016089		PI5857	033326	00	05/16/2025	660-6300-471.45-16	1.25 IN COLD CHISEL	23.24	
							VENDOR TOTAL *	4,118.30	
0008380	00	CORNELL, JOE							
NOV 24 - APR 25007459				00	06/05/2025	675-7020-473.42-36	LOW INCOME DISCOUNT	195.00	
							VENDOR TOTAL *	195.00	
0001901	00	COUNTY OF RIVERSIDE DOEH							
IN1040988		007435		00	06/01/2025	600-5100-435.41-04	ENVIRON HEALTH PERMIT	1,989.00	
IN1041105		007432		00	06/01/2025	660-6300-471.41-04	ENVIRON HEALTH PERMIT	987.00	
IN1040697		007434		00	06/01/2025	660-6300-471.41-04	ENVIRON HEALTH PERMIT	656.00	
IN1041065		007436		00	06/01/2025	660-6300-471.41-04	ENVIRON HEALTH PERMIT	987.00	
IN1041276		007437		00	06/01/2025	660-6300-471.41-04	ENVIRON HEALTH PERMIT	1,283.00	
IN1041346		007438		00	06/01/2025	660-6300-471.41-04	ENVIRON HEALTH PERMIT	987.00	
IN1041378		007439		00	06/01/2025	660-6300-471.41-04	ENVIRON HEALTH PERMIT	987.00	
IN1041393		007440		00	06/01/2025	660-6300-471.41-04	ENVIRON HEALTH PERMIT	987.00	
IN1040767		007433		00	06/01/2025	680-8000-454.41-04	ENVIRON HEALTH PERMIT	987.00	
IN1041473		007441		00	06/01/2025	680-8000-454.41-04	ENVIRON HEALTH PERMIT	987.00	
IN1041589		007442		00	06/01/2025	680-8000-454.41-04	ENVIRON HEALTH PERMIT	987.00	
							VENDOR TOTAL *	11,824.00	
0008988	00	CRAIN, PEGGY							
NOV 24 - APR 25007460				00	06/05/2025	675-7020-473.42-36	LOW INCOME DISCOUNT	32.50	
							VENDOR TOTAL *	32.50	
0006189	00	CYBERTIME NETWORK COMMUNICATIONS							

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0006189	00	CYBERTIME NETWORK COMMUNICATIONS							
1522-25072		PI5883	032558	00	07/01/2025	703-3700-480.30-19	INT CIRCUIT-CITY HALL	699.00	
							VENDOR TOTAL *	699.00	
0008947	00	EXP US SERVICES INC							
153249		PI5898	033446	00	07/03/2025	100-4900-431.90-10	STOP WARRANT STUDY	876.48	
							VENDOR TOTAL *	876.48	
0001078	00	FEDEX							
8-871-48450		007535		00	05/23/2025	001-2200-421.23-04	SHIPPING SERVICES	75.67	
							VENDOR TOTAL *	75.67	
0002544	00	FISHER, ROBERT							
TRAVEL 5/18-20		007551		00	06/05/2025	001-1200-412.23-05	ICSC 2025 CONVENTION	23.00	
							VENDOR TOTAL *	23.00	
0007486	00	FLYNN, SHERI							
TV25G9 RECON		007468		00	06/05/2025	001-1000-411.23-05	CAL CITIES LEADERS SUMMIT	91.68	
MILEAGE APR2025		007471		00	06/05/2025	001-1000-411.23-05	CITY COUNCIL TRAVEL	75.53	
TV25I6 RECON		007472		00	06/05/2025	001-1000-411.23-05	SCAG REGIONAL CONF GEN	263.53	
TV25M7 RECON		007473		00	06/05/2025	001-1000-411.23-05	ICSC 2025 CONVENTION	113.82	
							VENDOR TOTAL *	544.56	
0008275	00	FONSECA, JANA							
TV25N6 RECON		007469		00	06/05/2025	001-2200-421.23-06	FIREARMS/TACTICAL RIFLE	42.00	
							VENDOR TOTAL *	42.00	
0008265	00	FOX CINEMA IS DPLACE							
BA2025		PI5920	033489	00	06/23/2025	001-4020-461.36-09	KIDS SUMMER FILM SERIES	1,680.00	
BAKSS2025		PI5921	033490	00	06/23/2025	675-7020-473.23-01	KIDS FILM SERIES	500.00	
							VENDOR TOTAL *	2,180.00	
0007053	00	FRONTIER COMMUNICATIONS							
9518491595MAY25		007525		00	05/13/2025	001-2200-421.26-05	951-849-1595	116.05	
9519220196MAY25		007526		00	05/16/2025	001-2200-421.26-05	951-922-0196	1,485.99	
9519220196MAY25		007527		00	05/16/2025	001-2200-421.23-42	LATE FEE	19.59	
2131817186MAY25		007483		00	06/02/2025	703-3700-480.30-17	213-181-7186 FIOS	483.73	
							VENDOR TOTAL *	2,105.36	
0099001	00	FULLER, IRENE							
000072167		UT		00	05/21/2025	001-0000-218.22-22	UB CR REFUND-FINALS	199.80	
							VENDOR TOTAL *	199.80	
0007117	00	FUN EXPRESS							
73722314001		PI5910	033110	00	06/14/2025	001-4020-461.36-09	CRAFTS/KEY CHAINS/TOYS	275.29	
							VENDOR TOTAL *	275.29	
0001375	00	GAS COMPANY, THE							
12662493001MY25		007455		00	06/05/2025	001-2400-422.26-06	3900 W WILSON ST	62.07	
13392459007MY25		007484		00	06/05/2025	600-5100-435.26-06	408 S HATHAWAY ST	56.42	

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0001375	00	GAS COMPANY, THE							
15684815176MY25007529				00	05/19/2025	705-4500-412.26-06	99 E RAMSEY ST	25.40	
15684815176MY25007530				00	05/19/2025	705-4500-412.23-42	LATE FEE	.34	
							VENDOR TOTAL *	144.23	
0099001	00	HANSON, PETER							
000101147		UT		00	05/21/2025	001-0000-218.22-22	UB CR REFUND-FINALS	60.27	
							VENDOR TOTAL *	60.27	
0008796	00	HARRIS, ANNE							
NOV 24 - APR 25007485				00	06/05/2025	675-7020-473.42-36	LOW INCOME DISCOUNT	195.00	
							VENDOR TOTAL *	195.00	
0007987	00	HEISS, SUZANNA							
NOV 24 - APR 25007461				00	06/05/2025	675-7020-473.42-36	LOW INCOME DISCOUNT	195.00	
							VENDOR TOTAL *	195.00	
0008821	00	HERNANDEZ, JOSUE							
TRAVEL 4/7- 4/8007469				00	06/05/2025	001-2200-421.23-06	FIREARMS/TACTICAL RIFLE	42.00	
							VENDOR TOTAL *	42.00	
0002370	00	HINDERLITER DE LLAMAS & ASSOCIATES							
SIN048439		PI5806	032726	00	04/16/2025	001-1900-412.33-11	AUDIT/SALES TAX QTR 3	1,316.90	
							VENDOR TOTAL *	1,316.90	
0005365	00	HOME DEPOT #8987							
6900056		PI5907	032957	00	06/14/2025	704-3200-412.30-02	PUCK LIGHT, DRAIN MAINT	45.07	
							VENDOR TOTAL *	45.07	
0008232	00	JEWS, NICOLE							
MEALS 6/9-6/11 007491				00	06/05/2025	001-1300-412.23-05	INTERNAL AFFAIRS TRAINING	329.25	
							VENDOR TOTAL *	329.25	
0007850	00	KEN GRODY FORD REDLANDS							
305463		PI5829	033188	00	06/22/2025	702-3800-480.30-05	LABOR UNIT #628	149.94	
							VENDOR TOTAL *	149.94	
0008652	00	LIEVANOS, MANUEL							
NOV 24 - APR 25007462				00	06/05/2025	675-7020-473.42-36	LOW INCOME DISCOUNT	195.00	
							VENDOR TOTAL *	195.00	
0006330	00	MACIEL, JOSE							
NOV 24 - APR 25007486				00	06/05/2025	675-7020-473.42-36	LOW INCOME DISCOUNT	195.00	
							VENDOR TOTAL *	195.00	
0008055	00	MARIPOSA LANDSCAPES, INC							
113677		PI5922	030833	00	05/30/2025	001-3600-461.30-16	TRACE WIRES TO IRRIGATION	2,450.00	
113913		PI5908	033041	00	06/30/2025	111-4900-432.23-29	LANDSCAPE MAINT MAY 2025	6,517.60	
113903		PI5906	032405	00	06/30/2025	704-3200-412.23-29	LANDSCAPE MAINT MAY 2025	9,775.85	
							VENDOR TOTAL *	18,743.45	
0008769	00	MATRIX CONSULTING GROUP LTD							

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0008769	00	MATRIX CONSULTING GROUP LTD							
4		PI5856	032927	00	05/07/2025	705-4500-412.33-11	USER FEE & IMPACT STUDY	8,460.00	
3		PI5858	032927	00	01/03/2025	705-4500-412.33-11	USER FEE & IMPACT STUDY	8,880.00	
2		PI5859	032927	00	12/07/2024	705-4500-412.33-11	USER FEE & IMPACT STUDY	3,960.00	
1		PI5860	032927	00	11/13/2024	705-4500-412.33-11	USER FEE & IMPACT STUDY	2,760.00	
							VENDOR TOTAL *	24,060.00	
0008340	00	MENDOZA, SAMUEL							
TRAVEL 4/7- 4/8		007469		00	06/05/2025	001-2200-421.23-06	FIREARMS/TACTICAL RIFLE	42.00	
							VENDOR TOTAL *	42.00	
0007379	00	MICHAEL BAKER INTERNATIONAL, INC							
1235457		007543		00	06/05/2025	002-0000-222.31-42	SUNSET CROSSROADS PM	390.00	
1235457		PI5877	030874	00	02/07/2025	002-2800-441.33-11	SUNSET CROSSROADS PM	390.00	
1235457		007543		00	06/05/2025	002-2800-361.41-02	SUNSET CROSSROADS PM	390.00-	
							VENDOR TOTAL *	390.00	
0008891	00	MILLER, LEROY							
TRAVEL 4/23-25		007276		00	05/22/2025	001-1000-411.23-05	TRAVEL RECON LOCC	CHECK #: 195607	101.43-
							VENDOR TOTAL *	.00	101.43-
0006402	00	MITSUBISHI ELECTRIC & ELECTRONICS							
528988		PI5873	032960	00	07/01/2025	704-3200-412.30-02	REGULAR SERVICE- PD ELEVA	366.36	
525354		PI5874	032960	00	05/31/2025	704-3200-412.30-02	REGULAR SERVICE - PD	366.36	
							VENDOR TOTAL *	732.72	
0008493	00	MIXON, FRANKLEN							
TRAVEL 4/7- 4/8		007469		00	06/05/2025	001-2200-421.23-06	FIREARMS/TACTICAL RIFLE	42.00	
							VENDOR TOTAL *	42.00	
0008806	00	MORGAN, MIKECOE							
MEALS 6/9-6/13		007490		00	06/05/2025	001-2200-421.23-06	FIRST AID/CPR/AED INSTRUC	307.75	
							VENDOR TOTAL *	307.75	
0008301	00	MYERING, NEAL							
NOV 24 - APR 25		007487		00	06/05/2025	675-7020-473.42-36	LOW INCOME DISCOUNT	195.00	
							VENDOR TOTAL *	195.00	
0004076	00	O'REILLY AUTO PARTS							
6117-255115		PI5841	032976	00	06/27/2025	702-3800-480.38-52	UNIT#204 ARAMID BELT	41.21	
6117-255131		PI5842	032976	00	06/27/2025	702-3800-480.38-52	A/T FILTER	31.14	
							VENDOR TOTAL *	72.35	
0008490	00	ONESOURCE SUPPLY SOLUTIONS							
S007860535.004		PI5803		00	05/31/2025	670-0000-131.00-00	INVENTORY	200.42	
							VENDOR TOTAL *	200.42	
0007435	00	ONLINE INFORMATION SERVICES							
1328004		PI5885	033181	00	06/30/2025	761-3100-480.23-51	UB CREDIT CHECKS	380.62	
							VENDOR TOTAL *	380.62	
0004434	00	ORANGE COUNTY WINWATER WORKS							

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0004434	00	ORANGE COUNTY WINWATER WORKS							
174491 01		PI5808		00	06/13/2025	660-0000-131.00-00	CL350 DIP SJ	10,504.33	
171806 02		PI5861		00	05/11/2025	660-0000-131.00-00	4"X7.5 FC REPAIR CLAMP	324.28	
169631 01		PI5887		00	03/02/2025	660-0000-131.00-00	REPAIR CLAMP 12-1/2" WIDE	1,360.75	
169631 02		PI5888		00	03/27/2025	660-0000-131.00-00	CR -REPAIR CLAMP 12-1/2	1,360.75-	
172058 02		PI5889		00	05/28/2025	660-0000-131.00-00	DISC HOLDER 2-1/2" ASSEMB	1,156.27	
							VENDOR TOTAL *	11,984.88	
0002487	00	PARKHOUSE TIRE, INC.							
2010951584		PI5836	032932	00	06/28/2025	702-3800-480.38-52	PD/FIRE 110	1,147.17	
2010952160		PI5865	032932	00	07/02/2025	702-3800-480.38-52	UNIT #320 225/70R	903.57	
2010950418		PI5866	032932	00	06/19/2025	702-3800-480.30-06	UNIT #362 AIR LIQUID VALV	541.33	
							VENDOR TOTAL *	2,592.07	
0007789	00	PARTS AUTHORITY							
091-063696		PI5810	032939	00	06/20/2025	702-3800-480.38-52	CR- BATTERY CORE	19.40-	
064-184049		PI5811	032939	00	06/21/2025	702-3800-480.38-52	OIL FILTER	21.18	
091-354933		PI5812	032939	00	06/21/2025	702-3800-480.38-52	FUEL FILTER	11.11	
091-355159		PI5813	032939	00	06/26/2025	702-3800-480.38-52	POWER 5G/	106.52	
091-355195		PI5814	032939	00	06/26/2025	702-3800-480.38-52	S-50 GLASS CLNR	13.55	
091-355199		PI5815	032939	00	06/26/2025	702-3800-480.38-52	LIFT SUPPORT	16.81	
062-402280		PI5816	032939	00	06/27/2025	702-3800-480.38-52	GAS SPRING	206.70	
091-355205		PI5817	032939	00	06/27/2025	702-3800-480.38-52	OIL/AIR FILTERS	30.20	
091-355211		PI5818	032939	00	06/27/2025	702-3800-480.38-52	12 VOLT #831	147.68	
091-355235		PI5819	032939	00	06/27/2025	702-3800-480.38-52	OIL FILTER	42.50	
117-579821		PI5820	032939	00	06/27/2025	702-3800-480.38-52	ROTOR ASY	71.10	
062-404896		PI5839	032939	00	06/27/2025	702-3800-480.38-52	STOCK - TRANS FLUID	67.56	
091-355557		PI5872	032939	00	07/02/2025	702-3800-480.38-52	UNIT #310 BCI GROUP 48	230.32	
							VENDOR TOTAL *	945.83	
0099001	00	PETERSON &, ELIZABETH							
000111311		UT		00	05/21/2025	001-0000-218.22-22	UB CR REFUND-FINALS	40.56	
							VENDOR TOTAL *	40.56	
0007506	00	PITTMAN, DAVID							
NOV 24 - APR 25		007488		00	06/05/2025	675-7020-473.42-36	LOW INCOME DISCOUNT	195.00	
							VENDOR TOTAL *	195.00	
0001295	00	PRESS-ENTERPRISE, THE							
0011729363		PI5789	033228	00	05/08/2025	100-4900-431.23-01	RFP 25-100 INSP & COMP	126.17	
							VENDOR TOTAL *	126.17	
0008853	00	PYRAMID BUILDING & ENGINEERING							
3		PI5899	033356	00	05/31/2025	660-6300-471.95-08	CHARLES BOOSTER	295,044.08	
4		PI5902	033356	00	05/25/2025	660-6300-471.95-08	LINCOLN BOOSTER	98,840.05	
3		PI5900	033356	00	05/31/2025	662-6300-471.95-08	CHARLES BOOSTER	56,135.40	
4		PI5903	033356	00	05/25/2025	662-6300-471.95-08	LINCOLN BOOSTER	18,805.41	
3		PI5901	033356	00	05/31/2025	663-6300-471.95-08	CHARLES BOOSTER	19,106.77	
4		PI5904	033356	00	05/25/2025	663-6300-471.95-08	LINCOLN BOOSTER	6,400.79	
							VENDOR TOTAL *	494,332.50	
0004759	00	RACEWAY FORD INC							

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
0004759	00	RACEWAY FORD INC							
3763850		PI5821	032940	00	06/26/2025	702-3800-480.38-52	CABLE ASY/SEL	90.45	
							VENDOR TOTAL *	90.45	
0008813	00	RECORD GAZETTE, THE							
2025-131579		PI5832	033335	00	03/02/2025	001-1220-412.23-01	1/8 PAGE HORIZONTAL AD	79.00	
							VENDOR TOTAL *	79.00	
0005424	00	RINALDI, LORETTA							
NOV 24 - APR 25		007463		00	06/05/2025	675-7020-473.42-36	LOW INCOME DISCOUNT	195.00	
							VENDOR TOTAL *	195.00	
0002938	00	RIVERSIDE COUNTY SHERIFF-PSEC							
PE0000002312		007427		00	01/27/2025	001-2200-421.26-07	CNTY RIV PUBLIC SAFETY EC	6,651.60	
PE0000001948		007507		00	08/14/2024	001-2200-421.26-07	CNTY RIV PUBLIC SAFETY EC	5,157.40	
PE0000002380		007514		00	02/26/2025	001-2200-421.26-07	CNTY RIV PUBLIC SAFETY EC	6,651.60	
PE0000002448		007516		00	03/05/2025	001-2200-421.26-07	CNTY RIV PUBLIC SAFETY EC	6,651.60	
							VENDOR TOTAL *	25,112.20	
0008893	00	ROYCE, RICHARD							
TV25K5 RECON		007474		00	06/05/2025	001-1000-411.23-05	SCAG REGIONAL CONF GEN	27.00-	
TV25M9 RECON		007475		00	06/05/2025	001-1000-411.23-05	ICSC 2025 CONVENTION	229.19	
							VENDOR TOTAL *	202.19	
0008976	00	SALAZAR, JOSE							
TRAVEL 4/7- 4/8		007469		00	06/05/2025	001-2200-421.23-06	FIREARMS/TACTICAL RIFLE	42.00	
							VENDOR TOTAL *	42.00	
0008235	00	SATELLITE PHONE STORE							
9408-1479657		PI5882	032428	00	07/01/2025	703-3700-480.30-19	IRIDIUM MONTHLY EMERGENCY	307.95	
9408-1316190		PI5886	032428	00	12/31/2024	703-3700-480.30-19	IRIDIUM MONTHLY EMERGENCY	307.95	
							VENDOR TOTAL *	615.90	
0008904	00	SLOVAK BARON EMPEY MURPHY & PINKNEY							
92936		PI5794	033373	00	05/03/2025	700-5300-480.33-04	BANNING ESPARZA	1,030.00	
92937		PI5795	033373	00	05/03/2025	700-5300-480.33-04	BANNING LITIGATION	8,099.50	
92938		PI5796	033373	00	05/03/2025	700-5300-480.33-04	TWO BROTHERS 14 CORP	308.00	
92939		PI5797	033373	00	05/03/2025	700-5300-480.33-04	BANNING PASS ACTION GROUP	308.00	
92940		PI5798	033373	00	05/03/2025	700-5300-480.33-04	SUN LAKES HIGHLAND	15,120.00	
92941		PI5799	033373	00	05/03/2025	700-5300-480.33-04	BANNING POLICE DEPARTMENT	3,002.00	
93130		PI5800	033373	00	05/03/2025	700-5300-480.33-04	BANNING GENERAL	66,480.50	
93337		PI5802	033373	00	05/29/2025	700-5300-480.33-04	BANNING GENERAL	13,136.50	
93451		PI5852	033373	00	06/05/2025	700-5300-480.33-04	BANNING GENERAL	60,464.50	
93453		PI5853	033373	00	06/05/2025	700-5300-480.33-04	BANNING LITIGATION	1,970.00	
93455		PI5854	033373	00	06/05/2025	700-5300-480.33-04	TWO BROTHERS 14 CORP	1,031.50	
93456		PI5855	033373	00	06/05/2025	700-5300-480.33-04	BANNING PASS ACTION GROUP	1,412.00	
							VENDOR TOTAL *	172,362.50	
0006127	00	SMITH, BRANDON							
REIMB FY2025		007457		00	06/05/2025	001-2200-421.23-03	FOB MEMBERSHIP DUES	300.00	

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
0006127	00	SMITH, BRANDON							
							VENDOR TOTAL *	300.00	
0008510	00	SMITH, FRED							
NOV 24 - APR 25		007464		00	06/05/2025	675-7020-473.42-36	LOW INCOME DISCOUNT	195.00	
							VENDOR TOTAL *	195.00	
0001377	00	SOUTHERN CALIFORNIA WEST COAST ELEC							
50733		PI5905	033379	00	04/19/2025	704-3200-412.90-15	WEST SIDE CUBICLES	11,577.65	
							VENDOR TOTAL *	11,577.65	
0007084	00	STAPLES BUSINESS ADVANTAGE							
6032067260		PI5843	033056	00	06/14/2025	001-1000-411.36-07	CITY COUNCIL SNACKS & BEV	87.91	
6032149448		PI5846	033056	00	06/15/2025	001-1000-411.36-07	CC REQ SNACKS & BEVERAGES	25.87	
6032149449		PI5847	033056	00	06/15/2025	001-1000-411.36-07	CC REQ SNACKS & BEVERAGES	92.59	
6032149450		PI5848	033056	00	06/15/2025	001-1000-411.36-07	CC REQ SNACKS & BEV	109.07	
6032067262		PI5844	033056	00	06/14/2025	001-1400-412.36-00	POST IT FLAGS/ CUPS	10.75	
6032229910		PI5849	033056	00	06/16/2025	001-1400-412.36-00	CC CLOSED SESSION SPEAKER	157.09	
6032149447		PI5909	033055	00	06/15/2025	001-4000-461.36-03	TISSUE/LINERS/AIR FRESHNR	1,210.06	
6031968731		PI5913	033137	00	06/13/2025	001-4000-461.36-00	HP 72 INKJET CART MAGENTA	103.64	
6032067261		PI5840	032963	00	06/14/2025	660-6300-471.36-00	ECONOMY STORAGE BOX	42.19	
6032067262		PI5845	033056	00	06/14/2025	705-4500-412.36-00	POST IT FLAGS/ CUPS	100.02	
6033048262		PI5870	033137	00	06/26/2025	705-4500-412.36-00	VARIOUS OFFICE SUPPLIES	271.57	
							VENDOR TOTAL *	2,210.76	
0004000	00	STATE OF CALIFORNIA DOJ							
819148		PI5804	033226	00	06/07/2025	001-2200-421.33-94	BLOOD ANALYSIS	245.00	
819211		PI5805	033226	00	06/07/2025	001-2200-421.33-94	BLOOD ANALYSIS	105.00	
							VENDOR TOTAL *	350.00	
0007649	00	SWANK MOTION PICTURES, INC.							
2464847		PI5790	033480	00	05/17/2025	001-4000-461.36-00	WIDESCREEN DVD'S	3,640.00	
							VENDOR TOTAL *	3,640.00	
0008110	00	TAYLOR'S PLUMBING LLC							
3712		PI5792	032987	00	07/31/2024	704-3200-412.30-02	AQUATIC CTR ACID SHOWER	950.53	
5368		PI5793	032987	00	07/31/2024	704-3200-412.30-02	AQUATIC CTR - STAFF RR	1,152.21	
							VENDOR TOTAL *	2,102.74	
0007997	00	TEC EQUIPMENT, INC							
1786154FR		PI5924	032941	00	11/01/2024	702-3800-480.38-52	REVERSAL OF CREDIT MEMO	406.22	
							VENDOR TOTAL *	406.22	
0008576	00	TEXAS LIFE INSURANCE COMPANY							
APRIL 2025		007453		00	06/05/2025	001-0000-204.30-00	TEXAS LIFE INSURANCE	5,820.07	
							VENDOR TOTAL *	5,820.07	
0008818	00	THE HOUSE OF PORTRAITS INC							
58366		PI5923	033486	00	05/30/2025	001-4000-461.36-09	SPORTS REG PACKAGE	668.96	
							VENDOR TOTAL *	668.96	
0006895	00	THOMPSON COBURN, LLP							

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
0006895	00	THOMPSON COBURN, LLP							
3732707		PI5864	032837	00	05/25/2025	670-7010-473.33-02	LEGAL SERV 481261/68898	51.78	
3738039		PI5879	032837	00	06/28/2025	670-7010-473.33-02	LEGAL SERVICE 46632/57431	2,270.22	
3739571		PI5884	032837	00	06/28/2025	670-7010-473.33-02	LEGAL SERV 48126/68898	56.35	
							VENDOR TOTAL *	2,378.35	
0006861	00	TKE ENGINEERING, INC							
2025-629		PI5880	033235	00	06/29/2025	660-6300-471.95-10	BOOSTER STATIONS CNST MGT	62,600.53	
							VENDOR TOTAL *	62,600.53	
0007933	00	VACA, YVETTE							
MEALS 6/5-6/7		007492		00	06/05/2025	001-2200-421.23-06	SHERMAN BLOCK SUPERVISORY	240.25	
							VENDOR TOTAL *	240.25	
0005369	00	VERIZON WIRELESS SERVICES, LLC							
6112479453		007480		00	05/01/2025	001-1000-411.26-05	CITY COUNCIL CELL PHONE	204.31	
6112479453		007478		00	05/01/2025	001-1200-412.26-05	OPPORTUNITY VILLAGE	231.82	
6112479453		007480		00	05/01/2025	001-1210-412.26-05	ECONOMIC DEV CELL PHONE	59.49	
6112479453		007480		00	05/01/2025	001-1220-412.26-05	PUBLIC INFORM CELL PHONE	41.36	
6112479453		007479		00	05/01/2025	001-1230-412.26-05	GRANTS CELL PHONE	26.48-	
6112479453		007480		00	05/01/2025	001-1300-412.26-05	HR CELL PHONE	129.08	
6112479453		007477		00	05/01/2025	001-1400-412.26-05	CITY CLERK CELL PHONE	67.46	
6112479453		007480		00	05/01/2025	001-1900-412.26-05	FINANCE CELL PHONE	268.16	
6112479453		007480		00	05/01/2025	001-1910-412.26-05	PURCHASING CELL PHONE	46.36	
6112479453		007480		00	05/01/2025	001-2060-446.26-05	GOV ACCESS CELL PHONE	26.10	
6112479453		007480		00	05/01/2025	001-2200-421.26-05	POLICE DEPT CELLS	1,879.84	
6112479453		007480		00	05/01/2025	001-2210-421.26-05	DISPATCH CELLS	67.61	
6112479453		007480		00	05/01/2025	001-2300-424.26-08	ANIMAL CONTROL CELL PHONE	48.00	
6112479453		007480		00	05/01/2025	001-2400-422.26-08	FIRE DEPT CELL PHONE	40.01	
6112479453		007480		00	05/01/2025	001-2700-442.26-08	BUILDING & SAFETY CELLS	224.78	
6112479453		007480		00	05/01/2025	001-2740-442.26-05	CODE ENFORCE CELL PHONE	206.43	
6112479453		007480		00	05/01/2025	001-2800-441.26-05	PLANNING CELL PHONE	241.09	
6112479453		007480		00	05/01/2025	001-3000-442.26-05	ENGINEERING CELL PHONE	250.54	
6112479453		007480		00	05/01/2025	001-3200-412.26-05	BUILDING MAINT CELL PHONE	82.72	
6112479453		007480		00	05/01/2025	001-3600-461.26-05	PARKS CELL PHONE	120.53	
6112479453		007480		00	05/01/2025	001-4000-461.26-05	RECREATION CELLS	269.83	
6112479453		007480		00	05/01/2025	001-4000-461.36-09	OEP GRANT CELL PHONE	41.36	
6112479453		007480		00	05/01/2025	001-4050-461.26-05	SENIOR CENTER CELL PHONE	41.36	
6112479453		007480		00	05/01/2025	001-9600-453.26-08	REFUSE CELL PHONE	46.36	
6112479453		007480		00	05/01/2025	100-4900-431.26-05	STREETS DEPT CELLS	289.52	
6112479453		007480		00	05/01/2025	610-5800-434.26-05	TRANSIT CELL PHONE	946.95	
6112479453		007480		00	05/01/2025	610-5850-434.26-05	DIAL-A-RIDE CELL PHONE	192.84	
6112479453		007480		00	05/01/2025	660-6300-471.26-05	WATER CELL PHONE	1,080.93	
6112479453		007480		00	05/01/2025	670-7000-473.26-05	ELECTRIC CELL PHONE	2,110.97	
6112479453		007480		00	05/01/2025	670-7000-473.89-48	ELECTRIC DEPT EQUIPMENT	2,331.40	
6112479453		007480		00	05/01/2025	680-8000-454.26-05	WASTEWATER CELL PHONE	197.63	
6112479453		007480		00	05/01/2025	702-3800-480.26-05	FLEET CELL PHONE	111.33	
6112479453		007480		00	05/01/2025	703-3700-480.26-05	INFO SERVICES CELL PHONE	185.44	
6112479453		007480		00	05/01/2025	761-3100-480.26-05	UTILITY BILLING CELL	46.36	
6112479453		007480		00	05/01/2025	761-3110-480.26-05	METER SERVICES CELL PHONE	190.07	

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
0005369	00	VERIZON WIRELESS SERVICES, LLC							
							VENDOR TOTAL *	12,291.56	
0006143	00	VISION SECURITY SYSTEMS							
21253 RET		007509	033291	00	11/12/2024	660-0000-232.00-00	FINAL RETENTION	844.75	
21253 RET		007510	033291	00	11/12/2024	680-0000-232.00-00	FINAL RETENTION	702.02	
							VENDOR TOTAL *	1,546.77	
0001437	00	WASTE MANAGEMENT OF THE IE							
7968360-0149-8		007528		00	05/16/2025	670-7000-473.23-54	40YD SPECIAL WASTE	5,298.54	
							VENDOR TOTAL *	5,298.54	
0006918	00	WATERLINE TECHNOLOGIES, INC							
5740947		PI5917	033170	00	06/20/2025	001-4010-461.36-08	33170	822.35	
5741306		PI5918	033170	00	06/22/2025	001-4010-461.36-08	SODIUM BICARBONATE	273.89	
							VENDOR TOTAL *	1,096.24	
0006184	00	WILLDAN ENGINEERING							
002-34766		PI5830	033436	00	06/11/2025	001-2700-442.33-11	PROJECT 109488 -APRIL '25	47,197.50	
002-34767		PI5831	033436	00	06/11/2025	001-2700-442.33-11	APRIL 2025 PARDEE/ATWELL	21,310.00	
							VENDOR TOTAL *	68,507.50	
0008022	00	WITTMAN ENTERPRISES, LLC							
250301202		PI5897	032553	00	04/30/2025	001-2400-422.33-11	BILLING SVCS PERFORMED	2,756.25	
							VENDOR TOTAL *	2,756.25	
0008096	00	YUNEX, LLC							
5610004711		PI5791	032407	00	04/12/2025	100-4900-431.30-09	FEB 2025 TRAFFIC CALL OUT	2,890.58	
							VENDOR TOTAL *	2,890.58	
							HAND ISSUED TOTAL ***		101.43-
							TOTAL EXPENDITURES ****	1,588,448.45	101.43-
						GRAND TOTAL	**********		1,588,347.02

CHECK NO	VENDOR NO	VENDOR NAME	VOUCHER NO	P.O. NO	DATE	ACCOUNT	REMITTANCE AMOUNT (NET OF DISC/RETAIN)		CHECK TOTAL
195829	7508	ABBOTT, CELIA	007596		06/12/2025	675-7020-473.42-36	195.00		
							195.00	*	195.00
195830	7979	ALLGOOD DRIVING SCHOOL, I	007582		06/12/2025	001-4000-461.23-15	27.30		
							27.30	*	27.30
195831	1616	ALTEC INDUSTRIES, INC.	PI6032	033093	06/12/2025	702-3800-480.30-06	1,231.94		
			PI6039	033408	06/12/2025	702-3800-480.30-06	1,511.00		
			PI6040	033408	06/12/2025	702-3800-480.30-06	203.84		
			PI6041	033408	06/12/2025	702-3800-480.30-06	1,723.33		
			PI6042	033408	06/12/2025	702-3800-480.30-06	1,351.23		
			PI6043	033408	06/12/2025	702-3800-480.30-06	1,757.74		
							7,779.08	*	7,779.08
195832	8971	ALVARADO, LUIS	007597		06/12/2025	670-7000-357.38-10	75.00		
							75.00	*	75.00
195833	7468	AMAZON BUSINESS	PI6016	032929	06/12/2025	702-3800-480.38-52	13.79		
			PI6017	032929	06/12/2025	702-3800-480.38-52	51.21		
							65.00	*	65.00
195834	8331	ARCE, PAUL	007589		06/12/2025	001-4000-461.23-15	112.00		
							112.00	*	112.00
195835	7937	ATWORK PERSONNEL SERVICES	PI5934	033272	06/12/2025	810-9700-490.90-59	2,405.43		
			PI5988	033146	06/12/2025	001-2200-421.23-27	249.49		
							2,654.92	*	2,654.92
195836	8515	AUDELO, REBECCA	007598		06/12/2025	675-7020-473.42-36	195.00		
							195.00	*	195.00
195837	3933	AUTOMATED GATE SERVICES,	PI6003	032951	06/12/2025	704-3200-412.30-01	342.00		
			PI6004	032951	06/12/2025	704-3200-412.30-01	1,314.91		
							1,656.91	*	1,656.91
195838	6774	BABCOCK LABORATORIES, INC	PI5945	032373	06/12/2025	680-8000-454.23-32	39.34		
			PI5946	032373	06/12/2025	680-8000-454.23-32	23.81		
			PI5947	032373	06/12/2025	680-8000-454.23-32	23.81		
			PI5948	032373	06/12/2025	680-8000-454.23-32	23.81		
			PI5949	032373	06/12/2025	680-8000-454.23-32	23.81		
			PI5950	032373	06/12/2025	680-8000-454.23-32	280.11		
			PI5951	032373	06/12/2025	680-8000-454.23-32	164.55		
			PI5952	032373	06/12/2025	680-8000-454.23-32	23.81		
			PI5953	032373	06/12/2025	680-8000-454.23-32	23.81		
			PI5954	032373	06/12/2025	680-8000-454.23-32	23.81		
			PI5955	032373	06/12/2025	680-8000-454.23-32	23.81		
			PI5956	032373	06/12/2025	680-8000-454.23-32	39.64		
			PI5957	032373	06/12/2025	680-8000-454.23-32	23.81		
			PI5958	032373	06/12/2025	680-8000-454.23-32	23.81		
			PI5959	032373	06/12/2025	680-8000-454.23-32	23.81		
			PI5960	032373	06/12/2025	680-8000-454.23-32	327.00		

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195838	6774	BABCOCK LABORATORIES, INC	PI5961	032373	06/12/2025	680-8000-454.23-32	39.34		
			PI5962	032373	06/12/2025	680-8000-454.23-32	78.04		
			PI5963	032373	06/12/2025	680-8000-454.23-32	78.04		
			PI5943	032373	06/12/2025	660-6300-471.23-32	261.91		
							1,569.88	*	1,569.88
195839	8967	BALOGH, ARANKA	007599		06/12/2025	675-7020-473.42-36	65.00		
							65.00	*	65.00
195840	8650	BATDORF, JACQUELINE	007600		06/12/2025	675-7020-473.42-36	195.00		
							195.00	*	195.00
195841	6091	BEAUMONT DO IT BEST HOME	PI5973	032952	06/12/2025	111-4900-432.23-29	9.46		
			PI6014	032900	06/12/2025	702-3800-480.38-52	387.80		
			PI6026	032952	06/12/2025	704-3200-412.30-02	30.16		
			PI6027	032952	06/12/2025	704-3200-412.30-02	13.55		
							440.97	*	440.97
195842	951	BEAUMONT SAFE & LOCK	PI5927	033156	06/12/2025	111-4900-432.23-29	21.44		
							21.44	*	21.44
195843	6575	BECERRA, ELADIO	007601		06/12/2025	675-7020-473.42-36	195.00		
							195.00	*	195.00
195844	7099	BENHAR, DIANA T	007588		06/12/2025	001-4000-461.23-15	437.50		
							437.50	*	437.50
195845	2051	BIO-TOX LABORATORIES	PI5989	033232	06/12/2025	001-2200-421.33-31	636.00		
			PI5990	033232	06/12/2025	001-2200-421.33-31	1,155.00		
							1,791.00	*	1,791.00
195846	7816	BLEIER, TODD	007601		06/12/2025	675-7020-473.42-36	195.00		
			007601		06/12/2025	670-7000-357.38-10	120.00		
							315.00	*	315.00
195847	5704	BLOOMHUFF, NINA	007601		06/12/2025	670-7000-357.38-10	120.00		
			007601		06/12/2025	675-7020-473.42-36	195.00		
							315.00	*	315.00
195848	6748	BOIES, SANDRA DIANE	007601		06/12/2025	675-7020-473.42-36	195.00		
							195.00	*	195.00
195849	7817	BOLIN, DIANA	007601		06/12/2025	675-7020-473.42-36	195.00		
							195.00	*	195.00
195850	6362	BOSTON, LINDA	007603		06/12/2025	675-7020-473.42-36	195.00		
							195.00	*	195.00
195851	8986	BOUCHER LAW, PC	007562		06/12/2025	700-5300-480.33-04	1,755.00		
							1,755.00	*	1,755.00

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195852	998	CA. DEPT OF TRANSPORTATIO	007688		06/12/2025	100-4900-431.26-02	3,116.52		
							3,116.52	*	3,116.52
195853	8488	CASTRO, DAVID	007674		06/12/2025	702-3800-480.25-03	1,314.66		
							1,314.66	*	1,314.66
195854	7033	CELL BUSINESS EQUIPMENT (	PI6005	033052	06/12/2025	001-2200-421.32-06	187.91		
			PI6006	033052	06/12/2025	001-2200-421.32-06	173.26		
			PI6010	033052	06/12/2025	001-2200-421.32-06	137.79		
							498.96	*	498.96
195855	7760	CHR SERVICES, INC.	PI5939	033274	06/12/2025	700-5040-480.33-11	1,330.00		
			PI5940	033274	06/12/2025	700-5040-480.33-11	2,030.00		
							3,360.00	*	3,360.00
195856	7061	CINTAS CORPORATION	PI5964	032901	06/12/2025	702-3800-480.25-02	87.40		
			PI6007	033083	06/12/2025	660-6300-471.25-02	303.48		
			PI6008	033083	06/12/2025	680-8000-454.25-02	46.13		
			PI6015	032901	06/12/2025	702-3800-480.25-02	92.00		
			PI6020	032937	06/12/2025	610-5800-434.25-02	123.27		
			PI6021	032937	06/12/2025	610-5850-434.25-02	7.84		
			PI6028	032953	06/12/2025	100-4900-431.25-02	79.77		
			PI6029	032953	06/12/2025	704-3200-412.25-02	11.03		
							750.92	*	750.92
195857	8274	CITY OF BANNING (BNG)	007686		06/12/2025	001-3000-442.32-02	197.57		
							197.57	*	197.57
195858	8798	CLAYTON, NETA	007604		06/12/2025	675-7020-473.42-36	195.00		
							195.00	*	195.00
195859	8153	CONCENTRA MEDICAL CENTERS	007675		06/12/2025	001-1300-412.33-32	947.00		
			007676		06/12/2025	001-1300-412.33-32	426.00		
			007677		06/12/2025	001-1300-412.33-32	126.00		
							1,499.00	*	1,499.00
195860	8000	CORNERSTONE DEVELOPMENT C	PI5981	032541	06/12/2025	673-7000-473.96-39	1,001.25		
			PI5982	032541	06/12/2025	673-7000-473.96-54	4,020.00		
			PI5983	032541	06/12/2025	673-7000-473.96-42	1,252.50		
							6,273.75	*	6,273.75
195861	7626	CRABTREE, JEFFREY	007605		06/12/2025	675-7020-473.42-36	195.00		
							195.00	*	195.00
195862	8385	CRAIN, MARK	007606		06/12/2025	675-7020-473.42-36	195.00		
							195.00	*	195.00
195863	6189	CYBERTIME NETWORK COMMUNI	PI5944	032557	06/12/2025	660-6300-471.26-07	1,900.00		
							1,900.00	*	1,900.00
195864	7696	D&M JOB INC.	PI6009	033328	06/12/2025	100-4900-431.23-02	134.69		

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195864	7696	D&M JOB INC.	PI6036	033022	06/12/2025	670-7000-473.23-02	70.04		
							204.73	*	204.73
195865	6983	DAVIS, RANDOLYN	007607		06/12/2025	675-7020-473.42-36	195.00		
							195.00	*	195.00
195866	8789	DEGRAVE COMMUNICATIONS IN	PI5967	033218	06/12/2025	680-8000-454.33-11	2,880.00		
							2,880.00	*	2,880.00
195867	8663	DEWALT, RICK	007608		06/12/2025	675-7020-473.42-36	195.00		
							195.00	*	195.00
195868	7512	DOBBINS, DEANN LOUISE	007587		06/12/2025	001-4000-461.23-15	173.60		
							173.60	*	173.60
195869	7195	ECCLESTONE, CHERYL	007609		06/12/2025	675-7020-473.42-36	195.00		
							195.00	*	195.00
195870	8144	ELLIOTT, PATRICIA	007610		06/12/2025	675-7020-473.42-36	195.00		
							195.00	*	195.00
195871	7969	ESTERSON, LORI	007611		06/12/2025	675-7020-473.42-36	195.00		
							195.00	*	195.00
195872	8518	EXECUTIVE FACILTIES SERVI	PI5980	032334	06/12/2025	704-3200-412.33-18	2,076.27		
			PI6002	032334	06/12/2025	704-3200-412.33-18	15,760.20		
			PI6012	032334	06/12/2025	704-3200-412.33-18	15,760.20		
							33,596.67	*	33,596.67
195873	7130	FALCON, ESTHER	007616		06/12/2025	675-7020-473.42-36	195.00		
							195.00	*	195.00
195874	7102	FALTO, CONSTANCE	007617		06/12/2025	675-7020-473.42-36	195.00		
							195.00	*	195.00
195875	8535	FLETCHER, CORAL	007618		06/12/2025	675-7020-473.42-36	195.00		
							195.00	*	195.00
195876	5651	FLETCHER, TERRI	007619		06/12/2025	675-7020-473.42-36	195.00		
							195.00	*	195.00
195877	8803	FLORES, IRMA	007620		06/12/2025	675-7020-473.42-36	195.00		
							195.00	*	195.00
195878	7053	FRONTIER COMMUNICATIONS	007560		06/12/2025	001-2200-421.26-05	576.11		
							576.11	*	576.11
195879	1375	GAS COMPANY, THE	007573		06/12/2025	670-7000-473.26-06	219.27		
			007574		06/12/2025	702-3800-480.26-06	219.27		
			007575		06/12/2025	660-6300-471.26-06	219.27		
			007576		06/12/2025	100-4900-431.26-06	98.31		

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195879	1375	GAS COMPANY, THE					756.12	*	756.12
195880	4646	GENERAL PUMP COMPANY INC	PI6037	033462	06/12/2025	680-8000-454.30-06	8,814.10		
							8,814.10	*	8,814.10
195881	8968	GLASS AMERICA	PI5978	033487	06/12/2025	702-3800-480.30-05	100.00		
			PI5979	033487	06/12/2025	702-3800-480.30-05	100.00		
							200.00	*	200.00
195882	8664	GONZALEZ, MARIA	007621		06/12/2025	675-7020-473.42-36	195.00		
							195.00	*	195.00
195883	5391	HAMPTON, PATRICIA	007622		06/12/2025	675-7020-473.42-36	195.00		
							195.00	*	195.00
195884	8665	HARDEE, TIMOTHY	007623		06/12/2025	675-7020-473.42-36	195.00		
							195.00	*	195.00
195885	6977	HAZEN AND SAWYER	PI5993	029243	06/12/2025	661-6300-471.90-78	3,583.78		
			PI5994	029243	06/12/2025	661-6300-471.95-08	8,358.16		
							11,941.94	*	11,941.94
195886	7557	HERNANDEZ, CARLA	007585		06/12/2025	001-4000-461.23-15	861.00		
			007586		06/12/2025	001-4000-461.23-15	154.00		
							1,015.00	*	1,015.00
195887	8036	HERRERA, SANDRA	007624		06/12/2025	675-7020-473.42-36	195.00		
							195.00	*	195.00
195888	5365	HOME DEPOT #8987	PI5932		06/12/2025	660-0000-131.00-00	270.11		
			PI5933		06/12/2025	660-0000-131.00-00	270.11		
			PI5938	033027	06/12/2025	680-8000-454.45-16	23.73		
							563.95	*	563.95
195889	7624	HOPKINS, VICKI	007625		06/12/2025	675-7020-473.42-36	195.00		
							195.00	*	195.00
195890	7697	HUERTA JR., GILBERT	007584		06/12/2025	001-4000-461.23-15	315.00		
							315.00	*	315.00
195891	8736	HUERTA LOPEZ, TUNNIA A	007591		06/12/2025	001-4000-461.23-15	525.00		
							525.00	*	525.00
195892	5217	IBEW LOCAL 47 RETIREE MED	PR0613		06/12/2025	001-0000-204.80-10	3,035.88		
							3,035.88	*	3,035.88
195893	6490	INFOSEND, INC	PI5935	032788	06/12/2025	761-3100-480.23-02	185.03		
			PI5936	032788	06/12/2025	761-3100-480.23-04	1,460.01		
			PI5937	032788	06/12/2025	761-3100-480.33-11	326.25		
							1,971.29	*	1,971.29

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195894	7929	JOHNSON, VIVETTE	007626		06/12/2025	670-7000-357.38-10	50.00		
							50.00	*	50.00
195895	8195	KAKISH, BISHARA	007627		06/12/2025	675-7020-473.42-36	195.00		
							195.00	*	195.00
195896	8101	KIMLEY-HORN AND ASSOCIATE	PI5926	033381	06/12/2025	100-4900-431.90-10	62,433.96		
			PI6050	033381	06/12/2025	100-4900-431.90-10	103,920.80		
							166,354.76	*	166,354.76
195897	7103	KOLLER, MARIE	007629		06/12/2025	675-7020-473.42-36	195.00		
							195.00	*	195.00
195898	7222	LEE, WENDELL & GAYLE	007630		06/12/2025	675-7020-473.42-35	1,600.00		
							1,600.00	*	1,600.00
195899	6618	LEXISNEXIS RISK SOLUTIONS	PI5941	032332	06/12/2025	001-2200-421.30-17	112.55		
							112.55	*	112.55
195900	4249	LIEBERT CASSIDY WHITMORE	007563		06/12/2025	700-5300-480.33-04	450.00		
			007564		06/12/2025	700-5300-480.33-04	752.10		
			007565		06/12/2025	700-5300-480.33-04	90.00		
			007566		06/12/2025	700-5300-480.33-04	5,764.50		
			007567		06/12/2025	700-5300-480.33-04	315.00		
			007568		06/12/2025	700-5300-480.33-04	6,687.00		
			007569		06/12/2025	700-5300-480.33-04	45.00		
			007580		06/12/2025	700-5300-480.33-04	300.00		
							14,403.60	*	14,403.60
195901	8878	LINN-FURY, CAROL	007631		06/12/2025	675-7020-473.42-36	195.00		
							195.00	*	195.00
195902	6345	LOFTIS, MILDRED	007632		06/12/2025	675-7020-473.42-36	195.00		
							195.00	*	195.00
195903	7550	LOZANO SMITH LLP	007571		06/12/2025	700-5300-480.33-04	227.50		
							227.50	*	227.50
195904	7119	MACDONALD, DOUGLAS	007633		06/12/2025	675-7020-473.42-36	195.00		
							195.00	*	195.00
195905	8055	MARIPOSA LANDSCAPES, INC	PI6035	032405	06/12/2025	704-3200-412.23-29	2,384.00		
							2,384.00	*	2,384.00
195906	7104	MASTEN, STAR	007634		06/12/2025	675-7020-473.42-36	195.00		
							195.00	*	195.00
195907	7962	MC ARRON, SUSAN	007635		06/12/2025	675-7020-473.42-36	195.00		
							195.00	*	195.00
195908	7489	MCFARLAND, DARLENE	007636		06/12/2025	675-7020-473.42-36	195.00		

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195908	7489	MCFARLAND, DARLENE					195.00	*	195.00
195909	8797	MERAS, DAVID	007637		06/12/2025	675-7020-473.42-36	195.00		
							195.00	*	195.00
195910	7126	MEZA, TOMMY & GLORIA	007638		06/12/2025	675-7020-473.42-36	195.00		
							195.00	*	195.00
195911	6344	MILLER, NINA	007639		06/12/2025	675-7020-473.42-36	195.00		
							195.00	*	195.00
195912	7548	MILSOFT UTILITY SOLUTIONS	PI5976	033231	06/12/2025	670-7000-473.90-49	.05		
			PI5977	033231	06/12/2025	761-3100-480.30-17	1,929.00		
							1,929.05	*	1,929.05
195913	8801	MORENO, MELBA	007640		06/12/2025	675-7020-473.42-36	195.00		
							195.00	*	195.00
195914	7406	MORGAN, DEIDRA J	007583		06/12/2025	001-4000-461.23-15	63.00		
							63.00	*	63.00
195915	3909	MYERS & SONS HI-WAY SAFET	PI6030	032956	06/12/2025	100-4900-431.89-54	27.19		
							27.19	*	27.19
195916	8001	N2W ENGINEERING, INC	PI5992	032037	06/12/2025	680-8000-454.95-12	28,542.50		
			PI5995	032037	06/12/2025	680-8000-454.95-12	22,360.00		
							50,902.50	*	50,902.50
195917	7435	ONLINE INFORMATION SERVIC	PI5929	033181	06/12/2025	761-3100-480.23-51	424.12		
							424.12	*	424.12
195918	2487	PARKHOUSE TIRE, INC.	PI5965	032932	06/12/2025	702-3800-480.38-52	186.52		
			PI5968	032932	06/12/2025	702-3800-480.38-52	328.18		
			PI6018	032932	06/12/2025	702-3800-480.38-52	365.41		
			PI6019	032932	06/12/2025	702-3800-480.38-52	481.72		
							1,361.83	*	1,361.83
195919	5191	PARS	PR0613		06/12/2025	001-0000-204.25-00	1,362.46		
							1,362.46	*	1,362.46
195920	7789	PARTS AUTHORITY	PI5969	032939	06/12/2025	702-3800-480.38-52	5.47		
			PI5970	032939	06/12/2025	702-3800-480.38-52	147.68		
			PI5971	032939	06/12/2025	702-3800-480.38-52	147.68		
			PI5972	032939	06/12/2025	702-3800-480.38-52	147.68		
			PI6022	032939	06/12/2025	702-3800-480.38-52	43.10		
			PI6023	032939	06/12/2025	702-3800-480.38-52	329.46		
							821.07	*	821.07
195921	8094	PATINO, JORGE	007641		06/12/2025	675-7020-473.42-36	195.00		
							195.00	*	195.00

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195922	8111	PETRUCCI, TERESA	007642		06/12/2025	675-7020-473.42-36	195.00		
							195.00	*	195.00
195923	8787	PINNACLE PETROLEUM INC	PI5930	033189	06/12/2025	702-3800-480.36-11	22,947.09		
			PI5931	033189	06/12/2025	702-3800-480.36-11	1,928.19		
							24,875.28	*	24,875.28
195924	8293	PRUITT, CARMEN	007644		06/12/2025	675-7020-473.42-36	195.00		
							195.00	*	195.00
195925	8168	PULVER, JODEANE V	007590		06/12/2025	001-4000-461.23-15	168.00		
							168.00	*	168.00
195926	3111	PYRO SPECTACULARS, INC	PI6001	033491	06/12/2025	001-5400-446.41-58	34,000.00		
							34,000.00	*	34,000.00
195927	4759	RACEWAY FORD INC	PI6024	032940	06/12/2025	702-3800-480.38-52	131.58		
							131.58	*	131.58
195928	8992	REYNOLDS, RENEE	007645		06/12/2025	675-7020-473.42-36	97.50		
							97.50	*	97.50
195929	8521	RIV. CO. REGIONAL PARK &	007572		06/12/2025	001-5400-446.41-86	186.00		
							186.00	*	186.00
195930	7529	RIVERA, KATHLEEN	007646		06/12/2025	675-7020-473.42-36	195.00		
							195.00	*	195.00
195931	8877	ROBINSON, CHRISTINE	007647		06/12/2025	675-7020-473.42-36	195.00		
							195.00	*	195.00
195932	8511	ROCHA, MARGARET	007648		06/12/2025	675-7020-473.42-36	195.00		
							195.00	*	195.00
195933	8655	RODRIGUEZ, SANDRA	007649		06/12/2025	675-7020-473.42-36	195.00		
							195.00	*	195.00
195934	8456	RWC GROUP	PI6031	032975	06/12/2025	702-3800-480.38-52	115.73		
							115.73	*	115.73
195935	8231	SCA OF CA, LLC	PI5928	031802	06/12/2025	100-4900-431.33-11	11,559.00		
			PI6034	031802	06/12/2025	100-4900-431.33-11	672.35		
							12,231.35	*	12,231.35
195936	6993	SHRED-IT USA, LLC	PI5991	033351	06/12/2025	001-2200-421.23-07	161.19		
							161.19	*	161.19
195937	8415	SIQUEIROS, JUANA	007650		06/12/2025	675-7020-473.42-36	195.00		
							195.00	*	195.00
195938	7095	SITEONE LANDSCAPE SUPPLY	PI5975	033227	06/12/2025	111-4900-432.23-29	195.79		

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195938	7095	SITEONE LANDSCAPE SUPPLY	PI6013		06/12/2025	660-0000-131.00-00	31.32		
			PI6033	033227	06/12/2025	100-4900-431.36-57	3,125.70		
			PI6038	033465	06/12/2025	660-6300-471.45-16	143.96		
							3,496.77	*	3,496.77
195939	7199	SKINNER, DEBORAH & ROY	007651		06/12/2025	675-7020-473.42-36	195.00		
			007652		06/12/2025	670-7000-357.38-10	120.00		
							315.00	*	315.00
195940	8799	SMITH, HAROLD A	007653		06/12/2025	670-7000-357.38-10	150.00		
							150.00	*	150.00
195941	1370	SOUTH COAST AIR QUALITY	007613		06/12/2025	680-8000-454.41-04	170.94		
			007690		06/12/2025	680-8000-454.41-04	565.63		
							736.57	*	736.57
195942	1371	SOUTHERN CALIFORNIA EDISO	007667		06/12/2025	670-7000-473.26-04	94.02		
			007668		06/12/2025	670-7000-473.23-42	.56		
							94.58	*	94.58
195943	1377	SOUTHERN CALIFORNIA WEST	PI6011	033057	06/12/2025	704-3200-412.30-02	1,263.23		
							1,263.23	*	1,263.23
195944	7084	STAPLES BUSINESS ADVANTAG	PI5974	033137	06/12/2025	705-4500-412.36-00	44.17		
			PI5985	032911	06/12/2025	610-5800-434.36-00	107.80		
			PI5987	033137	06/12/2025	001-4000-461.36-00	207.29		
							359.26	*	359.26
195945	8538	TAPIA, SALOMON	007654		06/12/2025	675-7020-473.42-36	195.00		
							195.00	*	195.00
195946	7997	TEC EQUIPMENT, INC	PI6025	032941	06/12/2025	702-3800-480.38-52	194.32		
							194.32	*	194.32
195947	6895	THOMPSON COBURN, LLP	PI5984	032837	06/12/2025	670-7010-473.33-02	1,564.28		
							1,564.28	*	1,564.28
195948	6766	THORNTON, MEL	007655		06/12/2025	675-7020-473.42-36	195.00		
			007656		06/12/2025	670-7000-357.38-10	120.00		
							315.00	*	315.00
195949	8981	TRAN, HAI	007658		06/12/2025	675-7020-473.42-36	65.00		
							65.00	*	65.00
195950	8900	TRAN, LOAN	007659		06/12/2025	675-7020-473.42-36	195.00		
							195.00	*	195.00
195951	8804	URIAS, JOSE ROSARIO	007660		06/12/2025	675-7020-473.42-36	195.00		
							195.00	*	195.00
195952	8534	VALDEZ JR, MARY ALICE & A	007661		06/12/2025	675-7020-473.42-36	195.00		

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195952	8534	VALDEZ JR, MARY ALICE & A					195.00	*	195.00
195953	7503	VALENCIA, MARIBEL	007662		06/12/2025	675-7020-473.42-36	195.00		
							195.00	*	195.00
195954	7159	VELA, ARTURO M	007663		06/12/2025	675-7020-473.42-36	195.00		
							195.00	*	195.00
195955	7007	VEOLIA WATER CONTRACT OPE	PI5942	031245	06/12/2025	680-8000-454.23-38	76,371.36		
							76,371.36	*	76,371.36
195956	7743	VESTIS SERVICES LLC	PI6048	033216	06/12/2025	761-3110-480.25-02	107.13		
			PI6049	033216	06/12/2025	761-3110-480.25-02	107.13		
							214.26	*	214.26
195957	7885	VIRTUAL PROJECT MANAGER,	PI5996	032629	06/12/2025	100-4900-431.30-17	200.00		
			PI5997	032629	06/12/2025	660-6300-471.30-17	400.00		
			PI5998	032629	06/12/2025	680-8000-454.30-17	300.00		
			PI5999	032629	06/12/2025	704-3200-412.30-17	100.00		
							1,000.00	*	1,000.00
195958	6650	VULCAN MATERIALS	PI5966	032972	06/12/2025	660-6300-471.45-17	2,746.86		
							2,746.86	*	2,746.86
195959	7249	WELDOR'S SUPPLY AND STEEL	PI5986	033132	06/12/2025	001-3600-461.30-01	4,703.90		
							4,703.90	*	4,703.90
195960	466	WILBUR'S POWER EQUIPMENT	PI6000	033292	06/12/2025	100-4900-431.36-00	1,083.41		
							1,083.41	*	1,083.41
195961	7220	WOODARD & CURRAN, INC	PI6044	032044	06/12/2025	660-6300-471.33-11	18,286.25		
							18,286.25	*	18,286.25
195962	8656	YOUNG, CHRISTY	007664		06/12/2025	675-7020-473.42-36	195.00		
							195.00	*	195.00
195963	5471	ZOELLER, SUSAN	007665		06/12/2025	675-7020-473.42-36	195.00		
							195.00	*	195.00
						BANK/CHECK TOTAL	541,847.08		541,847.08
						ALL BANKS/CHECKS TOTAL	541,847.08		541,847.08

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195964	3065	ALBERT A. WEBB ASSOCIATES	PI6092	033234	06/18/2025	661-6300-471.33-11	5,765.20		
							5,765.20	*	5,765.20
195965	7468	AMAZON BUSINESS	PI6045	033045	06/18/2025	705-4500-412.36-00	69.89		
			PI6054	033045	06/18/2025	705-4500-412.36-00	758.08		
			PI6066	033044	06/18/2025	670-7000-473.36-00	6.35		
			PI6096	033044	06/18/2025	670-7000-473.36-00	73.98		
			PI6097	033045	06/18/2025	705-4500-412.36-00	30.16		
							938.46	*	938.46
195966	3933	AUTOMATED GATE SERVICES,	PI6084	032951	06/18/2025	704-3200-412.30-01	370.00		
			PI6085	032951	06/18/2025	704-3200-412.30-01	463.75		
							833.75	*	833.75
195967	6774	BABCOCK LABORATORIES, INC	PI5534	032373	06/18/2025	660-6300-471.23-32	130.05		
			PI5536	032373	06/18/2025	680-8000-454.23-32	261.91		
			PI5539	032373	06/18/2025	660-6300-471.23-32	918.76		
			PI6077	032373	06/18/2025	680-8000-454.23-32	23.81		
			PI6078	032373	06/18/2025	680-8000-454.23-32	23.81		
			PI6079	032373	06/18/2025	680-8000-454.23-32	23.81		
			PI6080	032373	06/18/2025	660-6300-471.23-32	261.91		
			PI6081	032373	06/18/2025	680-8000-454.23-32	397.13		
			PI6101	032373	06/18/2025	660-6300-471.23-32	86.94		
							2,128.13	*	2,128.13
195968	8989	BAUTISTA, IRMA	007892		06/18/2025	675-7020-473.42-36	97.50		
							97.50	*	97.50
195969	6091	BEAUMONT DO IT BEST HOME	PI5493	033114	06/18/2025	001-3600-461.30-01	58.16		
							58.16	*	58.16
195970	1585	CALIFORNIA PEACE OFFICERS	007697		06/18/2025	001-2200-421.23-03	4,410.00		
							4,410.00	*	4,410.00
195971	4042	CALIFORNIA WATER ENVIRONM	007704		06/18/2025	660-6300-471.23-03	239.00		
			007705		06/18/2025	660-6300-471.23-03	239.00		
							478.00	*	478.00
195972	6874	CASC ENGINEERING AND CONS	PI6083	032893	06/18/2025	001-2800-441.33-42	499.50		
							499.50	*	499.50
195973	7561	CELL BUSINESS EQUIP-LEASI	PI6127	032577	06/18/2025	705-4500-412.33-11	439.04		
							439.04	*	439.04
195974	7033	CELL BUSINESS EQUIPMENT (	PI6116	032335	06/18/2025	001-4000-461.30-06	19.44		
			PI6117	032335	06/18/2025	660-6300-471.30-06	6.48		
			PI6118	032335	06/18/2025	670-7000-473.30-06	17.08		
			PI6119	032335	06/18/2025	705-4500-412.30-06	149.74		
			PI6120	032335	06/18/2025	761-3100-480.30-06	46.44		
			PI6121	032335	06/18/2025	705-4500-412.30-06	66.37		
			PI6122	032335	06/18/2025	761-3100-480.30-06	66.38		

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195974	7033	CELL BUSINESS EQUIPMENT (					371.93	*	371.93
195975	8150	CHARTER COMMUNICATIONS	007698		06/18/2025	001-2400-422.26-09	248.77		
							248.77	*	248.77
195976	8150	CHARTER COMMUNICATIONS	007702		06/18/2025	001-2400-422.26-09	38.95		
							38.95	*	38.95
195977	7061	CINTAS CORPORATION	PI6067	033083	06/18/2025	660-6300-471.25-02	248.49		
			PI6068	033083	06/18/2025	680-8000-454.25-02	46.13		
			PI6071	033256	06/18/2025	670-7000-473.25-02	337.41		
			PI6099	033256	06/18/2025	670-7000-473.25-02	337.41		
			PI6109	032953	06/18/2025	100-4900-431.25-02	79.77		
			PI6110	032953	06/18/2025	704-3200-412.25-02	11.03		
			PI6132	032937	06/18/2025	610-5800-434.25-02	123.27		
			PI6133	032937	06/18/2025	610-5850-434.25-02	7.84		
							1,191.35	*	1,191.35
195978	8764	CITY OF BANNING ELECTRIC	007894		06/18/2025	660-6300-471.95-08	61,122.02		
							61,122.02	*	61,122.02
195979	6517	DIAMOND ENVIRONMENTAL SER	PI5497	033164	06/18/2025	001-3600-461.30-06	412.26		
							412.26	*	412.26
195980	7565	ENGINEERING RESOURCES OF	PI6124	032559	06/18/2025	001-3000-442.33-53	75,382.21		
			PI6125	032559	06/18/2025	001-3000-442.33-53	47,371.75		
							122,753.96	*	122,753.96
195981	7536	ENTERPRISE FM TRUST	007873		06/18/2025	702-3800-480.32-06	53.72		
			007874		06/18/2025	001-2200-421.32-06	558.53		
			007875		06/18/2025	001-2400-422.32-06	442.06		
			007876		06/18/2025	001-3000-442.32-06	134.87		
			007877		06/18/2025	670-7000-473.32-06	2,974.54		
			007878		06/18/2025	810-9700-490.90-59	136.31		
			007879		06/18/2025	001-2740-442.32-06	1,029.39		
			007880		06/18/2025	761-3110-480.32-06	441.64		
			007881		06/18/2025	100-4900-431.32-06	4,953.46		
			007882		06/18/2025	001-3600-461.32-06	2,075.38		
			007883		06/18/2025	660-6300-471.32-06	9,465.51		
			007884		06/18/2025	001-2300-424.32-06	927.47		
			007885		06/18/2025	001-2400-422.32-06	501.08		
							23,693.96	*	23,693.96
195982	8823	FINLEY ENGINEERING CO INC	PI6105	033287	06/18/2025	673-7000-473.33-11	4,684.00		
							4,684.00	*	4,684.00
195983	7117	FUN EXPRESS	PI5491	033110	06/18/2025	001-4020-461.36-09	123.88		
							123.88	*	123.88
195984	5602	G & G ENVIRONMENTAL COMPL	PI6100	033380	06/18/2025	680-8000-454.23-40	6,289.30		
							6,289.30	*	6,289.30

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195985	2589	GARDA CL WEST INC	PI6047	033241	06/18/2025	761-3100-480.23-43	1,262.49		
							1,262.49	*	1,262.49
195986	448	GRAINGER	PI6059	032922	06/18/2025	704-3200-412.30-02	210.25		
							210.25	*	210.25
195987	5365	HOME DEPOT #8987	PI6098	033098	06/18/2025	670-7000-473.45-16	105.00		
			PI6111	032957	06/18/2025	100-4900-431.36-00	80.62		
							185.62	*	185.62
195988	6490	INFOSEND, INC	PI6051	032788	06/18/2025	761-3100-480.23-02	1.13		
			PI6052	032788	06/18/2025	761-3100-480.23-04	8.71		
			PI6053	032788	06/18/2025	761-3100-480.33-11	152.35		
			PI6106	032788	06/18/2025	761-3100-480.23-02	.23		
			PI6107	032788	06/18/2025	761-3100-480.23-04	1.87		
			PI6108	032788	06/18/2025	761-3100-480.33-11	.34		
							164.63	*	164.63
195989	6624	INNOVATIVE FEDERAL STRATE	PI6102	032524	06/18/2025	705-4500-412.33-11	4,750.00		
							4,750.00	*	4,750.00
195990	7850	KEN GRODY FORD REDLANDS	PI6069	033188	06/18/2025	702-3800-480.30-05	319.52		
			PI6070	033188	06/18/2025	702-3800-480.30-05	739.66		
							1,059.18	*	1,059.18
195991	8279	LOPEZ, MARISOL	007891		06/18/2025	001-1200-412.23-05	405.97		
							405.97	*	405.97
195992	3577	MERLIN JOHNSON CONSTRUCTI	PI6090	033102	06/18/2025	660-6300-471.45-06	2,943.72		
							2,943.72	*	2,943.72
195993	7458	MIDDLETON, SHARON	007893		06/18/2025	675-7020-473.42-36	195.00		
							195.00	*	195.00
195994	3909	MYERS & SONS HI-WAY SAFET	PI6072	033459	06/18/2025	101-4900-431.93-16	4,942.07		
							4,942.07	*	4,942.07
195995	8350	NHA ADVISORS, LLC	PI6126	032895	06/18/2025	670-7000-473.33-11	22,262.50		
							22,262.50	*	22,262.50
195996	7789	PARTS AUTHORITY	PI6060	032939	06/18/2025	702-3800-480.38-52	19.40-		
			PI6061	032939	06/18/2025	702-3800-480.38-52	78.47-		
			PI6062	032939	06/18/2025	702-3800-480.38-52	9.70-		
			PI6063	032939	06/18/2025	702-3800-480.38-52	2.86		
			PI6087	032939	06/18/2025	702-3800-480.38-52	186.25		
			PI6088	032939	06/18/2025	702-3800-480.38-52	5.31		
			PI6094	032939	06/18/2025	702-3800-480.38-52	5.31		
							92.16	*	92.16
195997	1295	PRESS-ENTERPRISE, THE	PI6093	033228	06/18/2025	001-2700-442.23-01	136.77		
							136.77	*	136.77

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195998	8763	RICHARD HEATH & ASSOCIATE	PI6082	033242	06/18/2025	675-7020-473.33-25	624.38		
							624.38	*	624.38
195999	1643	RIV. CO. FIRE DEPARTMENT	007695		06/18/2025	001-0000-219.00-00	913,673.36		
							913,673.36	*	913,673.36
196000	5901	SGP DESIGN AND PRINT	PI6095	033025	06/18/2025	675-7020-473.23-01	479.49		
							479.49	*	479.49
196001	6993	SHRED-IT USA, LLC	PI6123	033351	06/18/2025	670-7000-473.33-11	136.08		
							136.08	*	136.08
196002	8904	SLOVAK BARON EMPEY MURPHY	PI6055	033373	06/18/2025	700-5300-480.33-04	111,551.33		
			PI6056	033373	06/18/2025	700-5300-480.33-04	11,834.00		
			PI6057	033373	06/18/2025	700-5300-480.33-04	17,519.00		
			PI6058	033373	06/18/2025	700-5300-480.33-04	9,800.00		
							150,704.33	*	150,704.33
196003	1373	SO CAL JOINT POLE COMMITT	007699		06/18/2025	670-7000-473.27-11	1,661.61		
							1,661.61	*	1,661.61
196004	1376	SOUTHERN CALIFORNIA GAS C	007700		06/18/2025	702-3800-480.36-61	9,628.32		
							9,628.32	*	9,628.32
196005	7084	STAPLES BUSINESS ADVANTAG	PI6065	033017	06/18/2025	761-3100-480.36-00	51.50		
			PI6104	033118	06/18/2025	001-2200-421.36-00	518.90		
							570.40	*	570.40
196006	8110	TAYLOR'S PLUMBING LLC	PI6064	032987	06/18/2025	704-3200-412.30-02	929.34		
							929.34	*	929.34
196007	7997	TEC EQUIPMENT, INC	PI6089	032941	06/18/2025	702-3800-480.38-52	1.82		
							1.82	*	1.82
196008	4540	TRENCH SHORING COMPANY	PI6091	033177	06/18/2025	660-6300-471.32-05	129.80		
							129.80	*	129.80
196009	2403	TURBO DATA SYSTEMS INC	PI6103	032753	06/18/2025	001-2200-421.23-45	150.00		
							150.00	*	150.00
196010	3590	U.S. BANK	007707		06/18/2025	001-1900-412.33-11	2,675.00		
							2,675.00	*	2,675.00
196011	7743	VESTIS SERVICES LLC	PI6046	033216	06/18/2025	761-3110-480.25-02	107.13		
							107.13	*	107.13
196012	7381	WEST COAST SAND & GRAVEL,	PI6128	033297	06/18/2025	660-6300-471.45-17	558.19		
							558.19	*	558.19
196013	2971	WILLDAN FINANCIAL SERVICE	PI6086	033053	06/18/2025	375-4900-431.33-19	793.70		
							793.70	*	793.70

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						BANK/CHECK TOTAL	1,358,011.43	1,358,011.43
						ALL BANKS/CHECKS TOTAL	1,358,011.43	1,358,011.43

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195524*	2526	RIV. CO. HEALTH SVCS AGEN	007132		05/15/2025	001-4010-461.41-04	446.00-		
							446.00-	*	VOIDED
195789*	8806	MORGAN, MIKECOE	007490		06/05/2025	001-2200-421.23-06	307.75-		
							307.75-	*	VOIDED
196014	8505	ALBRIGHT, DILLON	008083		06/26/2025	680-8000-454.25-09	224.00		
							224.00	*	224.00
196015	7098	ALL STAR ELITE SPORTS	PI6219	033100	06/26/2025	001-4000-461.36-09	236.59		
			PI6252	033096	06/26/2025	001-4010-461.25-02	68.42		
			PI6253	033100	06/26/2025	001-4020-461.36-09	555.61		
			PI6254	033100	06/26/2025	001-4000-461.25-02	485.55		
							1,346.17	*	1,346.17
196016	6775	ALLIANT INSURANCE SERVICE	007937		06/26/2025	700-5040-480.29-04	100.00		
							100.00	*	100.00
196017	7468	AMAZON BUSINESS	PI6141	033046	06/26/2025	680-8000-454.45-16	57.90		
			PI6174	032929	06/26/2025	702-3800-480.38-52	175.44		
			PI6192	032929	06/26/2025	702-3800-480.38-52	46.38		
			PI6198	033121	06/26/2025	001-4000-461.36-09	73.66		
			PI6199	033121	06/26/2025	001-4000-461.36-09	59.25		
			PI6200	033121	06/26/2025	001-4000-461.36-00	39.75		
			PI6215	033108	06/26/2025	001-4050-461.36-00	78.79		
			PI6231	032945	06/26/2025	001-1210-412.36-00	9.16		
			PI6232	033023	06/26/2025	001-2800-441.36-00	112.04		
			PI6234	033046	06/26/2025	001-3000-442.36-00	30.58		
			PI6235	033121	06/26/2025	001-4020-461.36-09	261.86		
			PI6236	033121	06/26/2025	001-4000-461.36-09	37.70		
			PI6237	033121	06/26/2025	001-4020-461.36-09	25.31		
			PI6238	033121	06/26/2025	001-4000-461.36-09	97.02		
			PI6266	033121	06/26/2025	001-4000-461.36-11	150.72		
			PI6339	033045	06/26/2025	001-1910-412.36-00	12.88		
							1,268.44	*	1,268.44
196018	8584	AMERICAN FIDELITY ASSURAN	008071		06/26/2025	001-0000-204.80-09	5,027.90		
			008072		06/26/2025	001-0000-204.80-02	5,364.02		
			008073		06/26/2025	001-0000-204.80-11	8,974.70		
			008074		06/26/2025	001-0000-204.80-16	2,551.86		
			008075		06/26/2025	001-0000-204.80-12	2,423.78		
			008076		06/26/2025	001-0000-204.30-00	7,971.34		
							32,313.60	*	32,313.60
196019	7048	ANIXTER, INC	PI6153		06/26/2025	670-0000-131.00-00	4,647.56		
			PI6222		06/26/2025	670-0000-131.00-00	1,939.50		
			PI6224		06/26/2025	670-0000-131.00-00	2,920.03		
							9,507.09	*	9,507.09
196020	6175	AT&T CALNET 2	007946		06/26/2025	001-2200-421.26-05	448.04		
			007947		06/26/2025	001-2200-421.26-05	104.20		

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196020	6175	AT&T CALNET 2	007992		06/26/2025	001-2200-421.26-05	218.10		
							770.34	*	770.34
196021	7937	ATWORK PERSONNEL SERVICES	PI6261	033146	06/26/2025	001-2200-421.23-27	142.56		
			PI6262	033146	06/26/2025	001-2200-421.23-27	285.13		
			PI6300	033506	06/26/2025	001-1900-412.23-27	954.55		
			PI6301	033506	06/26/2025	001-1900-412.23-27	954.55		
			PI6306	033506	06/26/2025	001-1900-412.23-27	1,090.92		
			PI6307	033506	06/26/2025	001-1900-412.23-27	1,363.65		
			PI6308	033506	06/26/2025	001-1900-412.23-27	1,090.92		
			PI6309	033506	06/26/2025	001-1900-412.23-27	1,346.60		
			PI6310	033506	06/26/2025	001-1900-412.23-27	238.64		
			PI6312	033506	06/26/2025	001-1900-412.23-27	1,363.65		
			PI6313	033506	06/26/2025	001-1900-412.23-27	1,465.92		
			PI6314	033506	06/26/2025	001-1900-412.23-27	1,465.92		
			PI6315	033506	06/26/2025	001-1900-412.23-27	1,363.65		
			PI6316	033506	06/26/2025	001-1900-412.23-27	1,363.65		
			PI6317	033506	06/26/2025	001-1900-412.23-27	1,363.65		
			PI6340	033506	06/26/2025	001-1900-412.23-27	1,363.65		
							17,217.61	*	17,217.61
196022	3933	AUTOMATED GATE SERVICES,	PI6143	032951	06/26/2025	704-3200-412.30-01	370.00		
							370.00	*	370.00
196023	6774	BABCOCK LABORATORIES, INC	PI6188	032373	06/26/2025	680-8000-454.23-32	39.34		
			PI6189	032373	06/26/2025	660-6300-471.23-32	238.10		
			PI6190	032373	06/26/2025	680-8000-454.23-32	293.08		
			PI6191	032373	06/26/2025	660-6300-471.23-32	86.94		
			PI6203	032373	06/26/2025	680-8000-454.23-32	39.34		
			PI6204	032373	06/26/2025	680-8000-454.23-32	23.81		
			PI6205	032373	06/26/2025	680-8000-454.23-32	23.81		
			PI6206	032373	06/26/2025	680-8000-454.23-32	327.00		
			PI6207	032373	06/26/2025	660-6300-471.23-32	261.91		
			PI6208	032373	06/26/2025	660-6300-471.23-32	86.94		
			PI6209	032373	06/26/2025	680-8000-454.23-32	39.34		
			PI6210	032373	06/26/2025	660-6300-471.23-32	86.94		
			PI6211	032373	06/26/2025	660-6300-471.23-32	261.91		
			PI6212	032373	06/26/2025	660-6300-471.23-32	166.67		
							1,975.13	*	1,975.13
196024	7990	BANNING POLICE OFFICERS A	007971		06/26/2025	001-0000-204.50-00	2,960.30		
							2,960.30	*	2,960.30
196025	3674	BEAUMONT CHERRY VALLEY WA	008014		06/26/2025	660-6300-471.27-14	898.71		
			008015		06/26/2025	660-6300-471.27-14	1,790.32		
			008016		06/26/2025	660-6300-471.27-14	2,512.75		
			008021		06/26/2025	660-6300-471.27-14	2,999.81		
							8,201.59	*	8,201.59
196026	6091	BEAUMONT DO IT BEST HOME	PI6136	032952	06/26/2025	704-3200-412.30-02	22.49		
			PI6137	032952	06/26/2025	704-3200-412.30-02	4.82		

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196026	6091	BEAUMONT DO IT BEST HOME	PI6138	032952	06/26/2025	100-4900-431.36-00	42.24		
			PI6139	032952	06/26/2025	100-4900-431.36-00	2.47		
			PI6140	032952	06/26/2025	704-3200-412.30-02	80.90		
			PI6246	033114	06/26/2025	001-3600-461.30-01	50.29		
			PI6255	033114	06/26/2025	001-3600-461.30-01	17.22		
			PI6256	033114	06/26/2025	001-4000-461.30-02	84.03		
			PI6257	033114	06/26/2025	001-4000-461.36-00	57.57		
			PI6325	032952	06/26/2025	100-4900-431.36-00	35.55		
			PI6326	032952	06/26/2025	100-4900-431.36-00	35.55		
			PI6327	032952	06/26/2025	704-3200-412.30-02	8.07		
							441.20	*	441.20
196027	951	BEAUMONT SAFE & LOCK	PI6334	033202	06/26/2025	001-4000-461.30-02	25.59		
							25.59	*	25.59
196028	7022	BELL, FRANK	007896		06/26/2025	675-7020-473.42-36	97.50		
							97.50	*	97.50
196029	8998	BOWMAN, BETTY	007897		06/26/2025	675-7020-473.42-36	162.50		
							162.50	*	162.50
196030	99001	BROUILLETTE, GRACE C	UT		06/26/2025	001-0000-218.22-22	47.42		
							47.42	*	47.42
196031	3991	BURKE, WILLIAMS & SORENSO	PI6157	033500	06/26/2025	700-5300-480.33-04	19,810.00		
			PI6158	033500	06/26/2025	700-5300-480.33-04	35,987.50		
			PI6159	033500	06/26/2025	700-5300-480.33-04	50,093.93		
			PI6168	033500	06/26/2025	700-5300-480.33-04	77,478.30		
							183,369.73	*	183,369.73
196032	3780	CALIFORNIA LAW ENFORCE AS	007979		06/26/2025	001-0000-204.80-13	1,056.00		
							1,056.00	*	1,056.00
196033	3958	CALIFORNIA-NEVADA J.A.T.C	007994		06/26/2025	670-7000-473.23-06	11,000.00		
			007995		06/26/2025	670-7000-473.23-06	11,000.00		
			007996		06/26/2025	670-7000-473.23-06	11,000.00		
			007997		06/26/2025	670-7000-473.23-06	11,000.00		
							44,000.00	*	44,000.00
196034	95	CALOLYMPIC GLOVE & SAFETY	PI6293	033456	06/26/2025	660-6300-471.25-02	448.75		
			PI6294	033456	06/26/2025	680-8000-454.25-02	163.19		
			PI6338	033482	06/26/2025	680-8000-454.45-16	595.64		
							1,207.58	*	1,207.58
196035	6874	CASC ENGINEERING AND CONS	PI6142	033372	06/26/2025	105-6100-455.33-11	7,861.50		
			PI6185	032079	06/26/2025	100-4900-431.90-10	18,379.80		
			PI6265	032079	06/26/2025	100-4900-431.90-10	1,460.00		
							27,701.30	*	27,701.30
196036	4253	CDW GOVERNMENT, LLC	PI6297	033033	06/26/2025	001-2700-442.30-06	3,600.18		
			PI6298	033075	06/26/2025	703-3700-480.30-19	48.78		

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196036	4253	CDW GOVERNMENT, LLC	PI6318	033073	06/26/2025	001-3000-442.89-48	3,034.39		
			PI6345	033033	06/26/2025	001-2700-442.30-06	1,809.94		
			PI6346	033115	06/26/2025	001-4000-461.89-48	2,228.87		
			PI6348	033073	06/26/2025	001-3000-442.89-48	3,045.92-		
			PI6349	033073	06/26/2025	001-3000-442.89-48	3,045.92		
			PI6350	033073	06/26/2025	100-4900-431.89-48	275.33		
			PI6351	033073	06/26/2025	100-4900-431.89-48	409.24		
							11,406.73	*	11,406.73
196037	7561	CELL BUSINESS EQUIP-LEASI	PI6145	032588	06/26/2025	670-7000-473.32-06	844.10		
							844.10	*	844.10
196038	8471	CHANDLER ASSET MANAGEMENT	PI6283	032081	06/26/2025	001-4500-412.33-11	2,141.10		
							2,141.10	*	2,141.10
196039	8150	CHARTER COMMUNICATIONS	007953		06/26/2025	001-2060-446.26-09	37.73		
							37.73	*	37.73
196040	8150	CHARTER COMMUNICATIONS	007954		06/26/2025	001-2060-446.26-09	37.73		
							37.73	*	37.73
196041	8150	CHARTER COMMUNICATIONS	008085		06/26/2025	670-7000-473.26-07	107.34		
							107.34	*	107.34
196042	8150	CHARTER COMMUNICATIONS	008087		06/26/2025	670-7000-473.26-07	107.34		
							107.34	*	107.34
196043	8150	CHARTER COMMUNICATIONS	008089		06/26/2025	670-7000-473.26-07	107.34		
							107.34	*	107.34
196044	7760	CHR SERVICES, INC.	PI6183	033274	06/26/2025	700-5040-480.33-11	1,680.00		
							1,680.00	*	1,680.00
196045	8578	CICCS	008077		06/26/2025	001-0000-204.62-00	90.03		
			008078		06/26/2025	001-0000-204.80-08	1,414.06		
			008079		06/26/2025	001-0000-204.80-08	5.48		
							1,509.57	*	1,509.57
196046	7061	CINTAS CORPORATION	PI5635	033083	06/26/2025	660-6300-471.25-02	250.57		
			PI5636	033083	06/26/2025	680-8000-454.25-02	46.13		
			PI6173	032901	06/26/2025	702-3800-480.25-02	92.00		
			PI6196	033083	06/26/2025	660-6300-471.25-02	248.49		
			PI6197	033083	06/26/2025	680-8000-454.25-02	46.13		
			PI6213	033083	06/26/2025	660-6300-471.25-02	249.19		
			PI6214	033083	06/26/2025	680-8000-454.25-02	46.13		
			PI6239	033161	06/26/2025	001-3600-461.25-02	52.32		
			PI6248	033161	06/26/2025	001-3600-461.25-02	52.32		
			PI6263	033161	06/26/2025	001-3600-461.25-02	52.32		
			PI6286	033083	06/26/2025	660-6300-471.25-02	248.49		
			PI6287	033083	06/26/2025	680-8000-454.25-02	46.13		
							1,430.22	*	1,430.22

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196047	8764	CITY OF BANNING ELECTRIC	007956		06/26/2025	660-6300-471.30-06	3,386.91		
							3,386.91	*	3,386.91
196048	8606	COASTAL BOILER WORKS INC	PI6352	033353	06/26/2025	680-8000-454.30-04	2,249.67		
							2,249.67	*	2,249.67
196049	8153	CONCENTRA MEDICAL CENTERS	008018		06/26/2025	001-1300-412.33-32	151.00		
							151.00	*	151.00
196050	7772	CORE & MAIN, LP	PI6172		06/26/2025	660-0000-131.00-00	87.11		
			PI6223		06/26/2025	660-0000-131.00-00	3,878.84		
							3,965.95	*	3,965.95
196051	8999	COSTAR REALTY INFORMATION	008048		06/26/2025	001-1210-412.23-03	430.00		
			008050		06/26/2025	001-1210-412.23-03	430.00		
			008052		06/26/2025	001-1210-412.23-03	430.00		
							1,290.00	*	1,290.00
196052	2232	COUNSELING TEAM INTERNATI	008034		06/26/2025	700-5040-480.23-07	350.00		
			008036		06/26/2025	700-5040-480.23-07	325.00		
			008038		06/26/2025	700-5040-480.23-07	910.00		
			008039		06/26/2025	700-5040-480.23-07	910.00		
			008041		06/26/2025	700-5040-480.23-07	910.00		
			008043		06/26/2025	700-5040-480.23-07	910.00		
			008045		06/26/2025	700-5040-480.23-07	325.00		
							4,640.00	*	4,640.00
196053	7696	D&M JOB INC.	PI6177	032969	06/26/2025	660-6300-471.23-02	444.47		
			PI6187	032969	06/26/2025	660-6300-471.23-02	538.75		
							983.22	*	983.22
196054	99001	DAVILA, JOSE & ESTHER	UT		06/26/2025	001-0000-218.22-22	115.21		
							115.21	*	115.21
196055	8789	DEGRAVE COMMUNICATIONS IN	PI6155	033218	06/26/2025	680-8000-454.33-11	3,490.00		
							3,490.00	*	3,490.00
196056	8997	DELGADO MIGUEL R	007898		06/26/2025	675-7020-473.42-36	97.50		
							97.50	*	97.50
196057	8123	DELTA DENTAL INSURANCE CO	008069		06/26/2025	001-0000-204.32-00	839.32		
							839.32	*	839.32
196058	8108	DELTA DENTAL OF CALIFORNI	008067		06/26/2025	001-0000-204.32-00	10,494.48		
			008068		06/26/2025	001-0000-204.32-00	158.98-		
							10,335.50	*	10,335.50
196059	2492	DEPT. OF INDUSTRIAL RELAT	007968		06/26/2025	001-4010-461.41-04	560.00		
			007969		06/26/2025	001-4010-461.41-04	171.25		
							731.25	*	731.25

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196060	7112	DUDEK	PI6343	031985	06/26/2025	660-6300-471.95-08	11,328.75		
							11,328.75	*	11,328.75
196061	7565	ENGINEERING RESOURCES OF	PI6134	032559	06/26/2025	001-3000-442.33-53	71,527.93		
			PI6135	032559	06/26/2025	001-3000-442.33-53	28,836.06		
			PI6295	032559	06/26/2025	001-3000-442.33-53	28,497.89		
							128,861.88	*	128,861.88
196062	2753	ENTERPRISE RENT-A-CAR	007951		06/26/2025	001-1210-412.23-05	691.51		
							691.51	*	691.51
196063	7053	FRONTIER COMMUNICATIONS	007930		06/26/2025	705-4500-412.26-05	494.47		
			007931		06/26/2025	705-4500-412.23-42	14.00		
			007934		06/26/2025	705-4500-412.26-05	371.14		
			007985		06/26/2025	705-4500-412.26-05	152.41		
			007986		06/26/2025	660-6300-471.26-05	596.08		
			007987		06/26/2025	670-7000-473.26-05	362.77		
			007988		06/26/2025	001-2200-421.26-05	43.19		
			007989		06/26/2025	001-2400-422.26-05	783.79		
			007990		06/26/2025	001-4000-461.26-05	405.06		
			007991		06/26/2025	610-5800-434.26-05	456.66		
			008020		06/26/2025	670-7000-473.26-07	1,010.00		
			008054		06/26/2025	001-2200-421.26-05	76.25		
							4,765.82	*	4,765.82
196064	2589	GARDA CL WEST INC	PI6154	033241	06/26/2025	761-3100-480.23-43	88.84		
							88.84	*	88.84
196065	1375	GAS COMPANY, THE	007951		06/26/2025	704-3200-412.26-06	21.66		
			007959		06/26/2025	001-2400-422.26-06	28.42		
			007960		06/26/2025	001-2400-422.23-42	.43		
			007967		06/26/2025	001-2200-421.26-06	718.25		
			008022		06/26/2025	704-3200-412.26-06	14.94		
			008023		06/26/2025	705-4500-412.26-06	3.08		
			008024		06/26/2025	001-2400-422.26-06	66.62		
							853.40	*	853.40
196066	7927	GOVINVEST,INC	PI6267	030266	06/26/2025	705-4500-412.33-11	38,349.00		
							38,349.00	*	38,349.00
196067	6308	H&L CHARTER CO, INC	PI6250	033468	06/26/2025	001-4000-461.42-31	1,600.00		
							1,600.00	*	1,600.00
196068	5365	HOME DEPOT #8987	PI6247	033134	06/26/2025	001-4000-461.30-02	840.32		
			PI6282		06/26/2025	660-0000-131.00-00	256.45		
			PI6328	032957	06/26/2025	704-3200-412.36-16	128.22		
			PI6329	032957	06/26/2025	704-3200-412.30-02	84.00		
			PI6332	033027	06/26/2025	680-8000-454.45-16	809.02		
							2,118.01	*	2,118.01
196069	8982	HRINDAK, MELINDA	007899		06/26/2025	675-7020-473.42-36	32.50		

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196069	8982	HRINDAK, MELINDA					32.50	*	32.50
196070	1146	I.B.E.W. LOCAL 47	007974		06/26/2025	001-0000-204.53-00	10,502.21		
							10,502.21	*	10,502.21
196071	4086	I.B.E.W. LOCAL 47 (PAC)	007973		06/26/2025	001-0000-204.80-01	40.00		
							40.00	*	40.00
196072	5217	IBEW LOCAL 47 RETIREE MED	PR0627		06/26/2025	001-0000-204.80-10	3,058.74		
							3,058.74	*	3,058.74
196073	6490	INFOSEND, INC	PI6129	032788	06/26/2025	761-3100-480.23-02	285.44		
			PI6130	032788	06/26/2025	761-3100-480.23-04	2,263.36		
			PI6131	032788	06/26/2025	761-3100-480.33-11	492.42		
							3,041.22	*	3,041.22
196074	7066	INNOVATIVE EMERGENCY EQUI	PI6156	033419	06/26/2025	001-2200-421.90-52	6,501.90		
			PI6289	033111	06/26/2025	702-3800-480.30-05	420.00		
							6,921.90	*	6,921.90
196075	7850	KEN GRODY FORD REDLANDS	PI6179	033188	06/26/2025	702-3800-480.30-05	696.00		
							696.00	*	696.00
196076	99001	LEWIS &, ZERLINDA M	UT		06/26/2025	001-0000-218.22-22	790.73		
							790.73	*	790.73
196077	4249	LIEBERT CASSIDY WHITMORE	PI6169	033503	06/26/2025	700-5300-480.33-04	3,388.95		
			PI6170	033503	06/26/2025	700-5300-480.33-04	6,107.00		
							9,495.95	*	9,495.95
196078	8577	LINCOLN FINANCIAL GROUP	008059		06/26/2025	001-0000-204.30-00	120.50		
			008060		06/26/2025	001-0000-204.14-00	4,331.84		
			008061		06/26/2025	001-0000-204.14-00	3,154.63		
			008062		06/26/2025	001-0000-204.30-00	2,228.54		
			008063		06/26/2025	001-0000-204.30-00	1,199.51		
							11,035.02	*	11,035.02
196079	8279	LOPEZ, MARISOL	008008		06/26/2025	001-1210-412.23-05	294.81		
							294.81	*	294.81
196080	5097	LYNCH, MIKE	008081		06/26/2025	660-6300-471.25-10	200.00		
							200.00	*	200.00
196081	99001	MAKHOUL &, EILEYA	UT		06/26/2025	001-0000-218.22-22	100.00		
							100.00	*	100.00
196082	8055	MARIPOSA LANDSCAPES, INC	PI6148	033442	06/26/2025	100-4900-431.23-17	2,784.00		
			PI6302	030833	06/26/2025	001-3600-461.23-29	8,517.45		
			PI6303	030833	06/26/2025	001-4010-461.23-29	1,090.80		
			PI6304	030833	06/26/2025	001-4000-461.23-29	499.99		
			PI6305	030833	06/26/2025	001-4050-461.23-29	481.73		

CHECK NO	VENDOR NO	VENDOR NAME	VOUCHER NO	P.O. NO	DATE	ACCOUNT	REMITTANCE AMOUNT (NET OF DISC/RETAIN)		CHECK TOTAL
196082	8055	MARIPOSA LANDSCAPES, INC					13,373.97	*	13,373.97
196083	8984	MARISAAL, RAFAIL	007902		06/26/2025	675-7020-473.42-36	97.50		
							97.50	*	97.50
196084	1757	MC CALL'S METER SALES	PI6180	033195	06/26/2025	660-6300-471.45-06	1,590.21		
			PI6240	033195	06/26/2025	660-6300-471.45-06	880.00		
							2,470.21	*	2,470.21
196085	8831	MCC PIPELINE INC	PI6336	033355	06/26/2025	660-6300-471.95-10	147,617.57		
							147,617.57	*	147,617.57
196086	3577	MERLIN JOHNSON CONSTRUCTI	PI6288	033102	06/26/2025	660-6300-471.45-06	1,471.86		
							1,471.86	*	1,471.86
196087	8750	MSW CONSULTANTS	PI6311	033176	06/26/2025	001-9600-453.33-11	20,385.00		
							20,385.00	*	20,385.00
196088	7805	NAPA AUTO PARTS	PI6226	032920	06/26/2025	702-3800-480.38-52	21.44		
							21.44	*	21.44
196089	4434	ORANGE COUNTY WINWATER WO	PI6144		06/26/2025	660-0000-131.00-00	6,428.37		
			PI6220		06/26/2025	660-0000-131.00-00	515.89		
			PI6221		06/26/2025	660-0000-131.00-00	2,237.75		
							9,182.01	*	9,182.01
196090	8991	ORUNA, JUAN	007900		06/26/2025	675-7020-473.42-36	32.50		
							32.50	*	32.50
196091	5915	PACIFIC HYDROTECH CORP	PI6184	033413	06/26/2025	660-6300-471.95-08	142,405.00		
							142,405.00	*	142,405.00
196092	7787	PACKHAM & TOOMEY, INC	PI6241	033266	06/26/2025	702-3800-480.30-05	135.00		
			PI6333	033101	06/26/2025	600-5100-435.30-06	125.00		
							260.00	*	260.00
196093	2487	PARKHOUSE TIRE, INC.	PI6175	032932	06/26/2025	702-3800-480.38-52	365.41		
			PI6176	032932	06/26/2025	702-3800-480.30-06	83.91		
			PI6227	032932	06/26/2025	702-3800-480.38-52	633.57		
			PI6228	032932	06/26/2025	702-3800-480.38-52	217.88		
							1,300.77	*	1,300.77
196094	5191	PARS	PR0627		06/26/2025	001-0000-204.25-00	2,134.02		
							2,134.02	*	2,134.02
196095	7789	PARTS AUTHORITY	PI6193	032939	06/26/2025	702-3800-480.38-52	23.45		
			PI6194	032939	06/26/2025	702-3800-480.38-52	16.12		
			PI6229	032939	06/26/2025	702-3800-480.38-52	136.65		
			PI6230	032939	06/26/2025	702-3800-480.38-52	4.99		
			PI6319	032939	06/26/2025	702-3800-480.38-52	77.59-		
			PI6320	032939	06/26/2025	702-3800-480.38-52	19.40-		

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196095	7789	PARTS AUTHORITY	PI6321	032939	06/26/2025	702-3800-480.38-52	129.59		
			PI6322	032939	06/26/2025	702-3800-480.38-52	12.67		
			PI6323	032939	06/26/2025	702-3800-480.38-52	86.39		
			PI6324	032939	06/26/2025	702-3800-480.38-52	21.59		
							334.46	*	334.46
196096	5752	PAYPRO ADMINISTRATORS	007958		06/26/2025	001-1300-412.33-11	115.00		
							115.00	*	115.00
196097	8212	POLLARDWATER	PI6166	033466	06/26/2025	660-6300-471.45-16	1,639.13		
			PI6167	033466	06/26/2025	660-6300-471.45-16	307.13		
							1,946.26	*	1,946.26
196098	8226	POULTER, HANNAH	008082		06/26/2025	001-2200-421.25-09	459.00		
							459.00	*	459.00
196099	4411	PRE-PAID LEGAL SERVICES,	008027		06/26/2025	001-0000-204.80-07	327.81		
			008028		06/26/2025	001-0000-204.80-04	25.90-		
			008031		06/26/2025	001-0000-204.80-07	327.81		
			008032		06/26/2025	001-0000-204.80-04	25.90-		
			008065		06/26/2025	001-0000-204.80-07	327.81		
			008066		06/26/2025	001-0000-204.80-04	25.90-		
							905.73	*	905.73
196100	8777	PROLE CITY PRODUCTIONS LL	PI6264	033496	06/26/2025	001-5400-446.41-58	700.00		
							700.00	*	700.00
196101	5242	PUBLIC AGENCY RETIREMENT	007911		06/26/2025	001-1900-412.33-11	300.00		
			007913		06/26/2025	001-1900-412.33-11	300.00		
							600.00	*	600.00
196102	7998	RIVERSIDE UNIVERSITY HEAL	007955		06/26/2025	001-2200-421.33-31	1,200.00		
							1,200.00	*	1,200.00
196103	8758	ROADWAY ASSET SERVICES LL	PI6147	033069	06/26/2025	101-4900-431.93-16	18,332.46		
							18,332.46	*	18,332.46
196104	8456	RWC GROUP	PI6178	032975	06/26/2025	702-3800-480.38-52	1,639.39		
							1,639.39	*	1,639.39
196105	5998	SAN BERNARDINO PUBLIC EMP	007972		06/26/2025	001-0000-204.51-00	2,701.49		
							2,701.49	*	2,701.49
196106	5336	SCCI, INC DBA	PI6291	033337	06/26/2025	660-6300-471.23-06	250.00		
							250.00	*	250.00
196107	8985	SCHULZE, DON	007901		06/26/2025	675-7020-473.42-36	32.50		
							32.50	*	32.50
196108	99001	SERRANO, JAIME & AMANDA	UT		06/26/2025	001-0000-218.22-22	1,038.13		
							1,038.13	*	1,038.13

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196109	7131	SERVIAM BY WRIGHT LLP	PI6344	032119	06/26/2025	700-5300-480.33-04	14,352.82		
			PI6347	032119	06/26/2025	700-5300-480.33-04	24,388.44		
							38,741.26	*	38,741.26
196110	6993	SHRED-IT USA, LLC	PI6165	033351	06/26/2025	705-4500-412.33-11	250.17		
			PI6186	033351	06/26/2025	670-7000-473.33-11	136.68		
			PI6335	033351	06/26/2025	670-7000-473.33-11	136.08		
							522.93	*	522.93
196111	8996	SKINNER, DONALD	007903		06/26/2025	675-7020-473.42-35	2,400.00		
							2,400.00	*	2,400.00
196112	1561	SMART & FINAL	PI6258	033136	06/26/2025	001-4020-461.36-09	71.47		
			PI6259	033138	06/26/2025	001-4050-461.36-00	67.31		
			PI6260	033138	06/26/2025	201-4050-446.36-00	179.77		
			PI6337	033136	06/26/2025	001-4020-461.36-09	96.88		
							415.43	*	415.43
196113	7785	SO CAL ARBOR CARE INC	PI6171	033451	06/26/2025	111-4900-432.23-29	4,835.50		
			PI6342	033510	06/26/2025	111-4900-432.23-29	1,330.00		
							6,165.50	*	6,165.50
196114	7083	SOFTWARE ONE, INC	PI6284	032564	06/26/2025	703-3700-480.30-17	3,029.29		
			PI6285	032564	06/26/2025	703-3700-480.30-17	1,870.00		
							4,899.29	*	4,899.29
196115	1370	SOUTH COAST AIR QUALITY	007939		06/26/2025	660-6300-471.41-04	170.94		
			007940		06/26/2025	680-8000-454.41-04	167.47		
			007941		06/26/2025	680-8000-454.41-04	167.47		
			007942		06/26/2025	680-8000-454.41-04	167.47		
			007943		06/26/2025	660-6300-471.41-04	167.47		
			007944		06/26/2025	680-8000-454.41-04	167.47		
			007945		06/26/2025	660-6300-471.41-04	565.63		
							1,573.92	*	1,573.92
196116	1371	SOUTHERN CALIFORNIA EDISO	007962		06/26/2025	660-6300-471.26-04	30.13		
			007963		06/26/2025	660-6300-471.26-04	1,857.38		
			007964		06/26/2025	660-6300-471.26-04	274.53		
			007965		06/26/2025	660-6300-471.26-04	404.59		
			007966		06/26/2025	660-6300-471.26-04	91.39		
							2,658.02	*	2,658.02
196117	7084	STAPLES BUSINESS ADVANTAG	PI6146	033056	06/26/2025	001-1000-411.36-07	152.42		
			PI6164	033056	06/26/2025	001-1000-411.36-07	25.87		
			PI6195	033056	06/26/2025	001-1000-411.36-07	130.85		
			PI6225	032911	06/26/2025	610-5800-434.36-00	332.59		
			PI6233	033034	06/26/2025	001-2700-442.36-00	262.46		
			PI6242	033267	06/26/2025	670-7000-473.36-00	99.95		
			PI6245	033056	06/26/2025	001-1400-412.36-00	51.83		
			PI6251	033017	06/26/2025	761-3100-480.36-00	252.64		
			PI6341	033056	06/26/2025	705-4500-412.36-00	82.47		

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196117	7084	STAPLES BUSINESS ADVANTAG					1,391.08	*	1,391.08
196118	4000	STATE OF CALIFORNIA DOJ	007957		06/26/2025	001-1300-412.35-99	196.00		
							196.00	*	196.00
196119	8957	SURE-CLOSE INC	PI6149	033458	06/26/2025	001-9600-453.41-46	3,731.00		
							3,731.00	*	3,731.00
196120	3907	SWAINS ELECTRIC MOTOR SER	PI6218	033464	06/26/2025	680-8000-454.30-04	4,841.66		
							4,841.66	*	4,841.66
196121	6583	TELEPACIFIC COMMUNICATION	007932		06/26/2025	705-4500-412.26-05	1,607.86		
			008058		06/26/2025	705-4500-412.26-05	1,586.53		
							3,194.39	*	3,194.39
196122	1802	TERMINIX COMMERCIAL	PI6268	033240	06/26/2025	001-2310-424.30-02	150.00		
			PI6269	033240	06/26/2025	001-2310-424.30-02	150.00		
			PI6270	033240	06/26/2025	001-2310-424.30-02	150.00		
			PI6271	033240	06/26/2025	001-2310-424.30-02	150.00		
			PI6272	033240	06/26/2025	001-2310-424.30-02	150.00		
			PI6273	033240	06/26/2025	001-2310-424.30-02	150.00		
			PI6274	033240	06/26/2025	001-2310-424.30-02	150.00		
			PI6275	033240	06/26/2025	001-2310-424.30-02	150.00		
			PI6276	033240	06/26/2025	001-2310-424.30-02	150.00		
			PI6277	033240	06/26/2025	001-2310-424.30-02	150.00		
			PI6278	033240	06/26/2025	704-3200-412.23-24	2,500.00		
			PI6279	033240	06/26/2025	001-2310-424.30-02	150.00		
			PI6280	033240	06/26/2025	001-2310-424.30-02	150.00		
			PI6281	033476	06/26/2025	001-2310-424.30-02	1,000.00		
			PI6292	033240	06/26/2025	001-2310-424.30-02	1,500.00		
			PI6296	033240	06/26/2025	001-2310-424.30-02	2,000.00		
							8,800.00	*	8,800.00
196123	8576	TEXAS LIFE INSURANCE COMP	007907		06/26/2025	001-0000-204.30-00	5,626.52		
			008064		06/26/2025	001-0000-204.30-00	5,607.02		
							11,233.54	*	11,233.54
196124	6861	TKE ENGINEERING, INC	PI6299	033235	06/26/2025	660-6300-471.95-10	23,710.00		
							23,710.00	*	23,710.00
196125	6419	TORRES, IVANO	008029		06/26/2025	610-5800-434.33-32	70.00		
							70.00	*	70.00
196126	4540	TRENCH SHORING COMPANY	PI6249	033177	06/26/2025	660-6300-471.32-05	158.40		
							158.40	*	158.40
196127	871	UNDERGROUND SERVICE ALERT	007917		06/26/2025	100-4900-431.30-13	14.86		
			007918		06/26/2025	660-6300-471.45-08	14.86		
			007919		06/26/2025	670-7000-473.45-05	14.85		
			007920		06/26/2025	100-4900-431.30-13	48.96		
			007921		06/26/2025	660-6300-471.45-08	48.97		

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196127	871	UNDERGROUND SERVICE ALERT	007922		06/26/2025	670-7000-473.45-05	48.97		
			007924		06/26/2025	100-4900-431.30-13	14.86		
			007925		06/26/2025	660-6300-471.45-08	14.85		
			007926		06/26/2025	670-7000-473.45-05	14.86		
			007927		06/26/2025	100-4900-431.30-13	66.24		
			007928		06/26/2025	660-6300-471.45-08	66.23		
			007929		06/26/2025	670-7000-473.45-05	66.23		
							434.74	*	434.74
196128	7933	VACA, YVETTE	008046		06/26/2025	001-2200-421.23-06	240.25		
							240.25	*	240.25
196129	7743	VESTIS SERVICES LLC	PI6181	033216	06/26/2025	761-3110-480.25-02	107.13		
			PI6182	033216	06/26/2025	761-3110-480.25-02	107.13		
							214.26	*	214.26
196130	7885	VIRTUAL PROJECT MANAGER,	PI6160	032629	06/26/2025	100-4900-431.30-17	200.00		
			PI6161	032629	06/26/2025	660-6300-471.30-17	400.00		
			PI6162	032629	06/26/2025	680-8000-454.30-17	300.00		
			PI6163	032629	06/26/2025	704-3200-412.30-17	100.00		
							1,000.00	*	1,000.00
196131	6962	WASHINGTON, MARK	008069		06/26/2025	001-1300-412.25-09	170.00		
							170.00	*	170.00
196132	1437	WASTE MANAGEMENT OF THE I	008026		06/26/2025	670-7000-473.23-42	59.09		
							59.09	*	59.09
196133	6918	WATERLINE TECHNOLOGIES, I	PI6201	033170	06/26/2025	001-4010-461.36-08	1,091.94		
			PI6216	033170	06/26/2025	001-4010-461.36-08	616.76		
							1,708.70	*	1,708.70
196134	7381	WEST COAST SAND & GRAVEL,	PI6202	033297	06/26/2025	660-6300-471.45-17	1,121.90		
			PI6217	033297	06/26/2025	660-6300-471.45-17	600.92		
							1,722.82	*	1,722.82
196135	464	WESTERN WATER WORKS SUPPL	PI6151		06/26/2025	660-0000-131.00-00	1,734.77		
			PI6152		06/26/2025	660-0000-131.00-00	22,106.96		
							23,841.73	*	23,841.73
196136	143	WESTRUX INTERNATIONAL INC	PI6290	033217	06/26/2025	702-3800-480.38-52	1,229.00		
							1,229.00	*	1,229.00
196137	6184	WILLDAN ENGINEERING	PI6243	033436	06/26/2025	001-2700-442.33-11	35,302.50		
			PI6244	033436	06/26/2025	001-2700-442.33-11	16,090.00		
							51,392.50	*	51,392.50
196138	2971	WILLDAN FINANCIAL SERVICE	008011		06/26/2025	375-4900-431.33-20	53.65		
							53.65	*	53.65
196139	8344	WINDSTREAM SERVICES, LLC	007951		06/26/2025	705-4500-412.26-05	5,629.29		

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196139	8344	WINDSTREAM SERVICES, LLC	007951		06/26/2025	705-4500-412.26-05	1,169.42		
							6,798.71	*	6,798.71
196140	8779	WIRZ & COMPANY INC	PI6150	033441	06/26/2025	001-9600-453.41-46	4,477.01		
							4,477.01	*	4,477.01
						BANK/CHECK TOTAL	1,199,211.51		1,199,965.26
						ALL BANKS/CHECKS TOTAL	1,199,211.51		1,199,965.26

Voided Checks

June 2025

Issue Date (Original)	Check (Original)	Vendor #	Reason		Void Amount	Issue Date (Reissue)	Check (Reissue)	Vendor #	Reissued Amount
5/15/2025	195524	2526	DUPLICATE PAYMENT	$	446.00				
7/20/2435	195607	8891	DUPLICATE PAYMENT	$	101.43				
6/5/2025	195789	8806	DID NOT ATTEND	$	307.75				
TOTALS					**$855.18**				**$0.00**

PREPARED 08/07/2025,14:06:56
PROGRAM: GM172L
CITY OF BANNING
BANK: 00 **********

VOIDED CHECKS REGISTER
SELECTED BY VOID DATE
FROM: 06/01/2025 TO: 06/30/2025

ACCOUNTING PERIOD 01/2026
REPORT NUMBER 7

CHECK NO	VENDOR NO	VENDOR NAME	CHECK DATE	CHECK AMOUNT	DATE VOIDED	BANK CODE	ORIGINAL AMOUNT
195524	2526	RIV. CO. HEALTH SVCS AGENCY	05/15/2025	.00	06/26/2025	00	446.00
195607	8891	LEROY MILLER	05/22/2025	.00	06/05/2025	00	101.43
195789	8806	MIKECOE MORGAN	06/05/2025	.00	06/26/2025	00	307.75

BANK: 00 **********

NO. OF CHECKS: 3 CHECKS VOIDED .00 855.18 ***

CHECK NO	VENDOR NO	VENDOR NAME	CHECK DATE	CHECK AMOUNT	DATE VOIDED	BANK CODE	ORIGINAL AMOUNT

TOTAL FOR ALL BANKS

NO. OF CHECKS: 3 TOTAL CHECKS VOIDED .00 855.18 ***

Wires

June 2025

Date	Wire #	Vendor #	Vendor Name		Amount
6/16/2025	1172	4433	RPU-Riverside Public Utilites	$	1,449,059.43
TOTALS				$	1,449,059.43

ACH

June 2025

Date	Check #	Vendor #	Vendor Name		Amount
6/2/2025	9008286	2295	American Fidelity	$	11,267.58
6/2/2025	9008287	985	CA State Employment Dev. Dept. (SIT)	$	45,175.96
6/4/2025	9008288	4228	Wells Fargo - CalVEBA	$	200.00
6/5/2025	9008289	8102	CSC	$	16.00
6/5/2025	9008290	8702	Empower Annuity Insurance Co.	$	30,265.30
6/6/2025	9008291	997	CA St Public Employees Retirement System	$	205,640.61
6/6/2025	9008292	997	CA St Public Employees Retirement System	$	1,266.76
6/10/2025	9008293	997	CA St Public Employees Retirement System	$	164,575.79
6/12/2025	9008294	8102	CSC	$	52.00
6/13/2025	9008295	2256	Wells Fargo	$	617,245.44
6/13/2025	9008296	8102	CSC	$	8.00
6/16/2025	9008297	985	CA State Employment Dev. Dept. (SIT)	$	47,219.77
6/16/2025	9008298	2484	Internal Revnue Service	$	253,060.10
6/17/2025	9008299	2295	American Fidelity	$	11,267.58
6/17/2025	9008300	8702	Empower Annuity Insurance Co.	$	46,997.96
6/18/2025	9008301	5885	TASC Section 125	$	546.91
6/23/2025	9008302	997	CA St Public Employees Retirement System	$	165,136.08
6/25/2025	9008303	5026	Western Riverside Cnty Conservation Authority	$	299,268.00
6/27/2025	9008304	2256	Wells Fargo	$	750,193.39
6/30/2025	9008305	985	CA State Employment Dev. Dept. (SIT)	$	65,694.17
6/30/2025	9008306	2484	Internal Revnue Service	$	337,904.80
6/9/2025	9008307	4821	Wells One CCPMT	$	39,610.65
				$	**3,092,612.85**

WELLS FARGO PAYMENTS	$	1,367,438.83
OTHER PAYMENTS	$	1,725,174.02

CHECK NO	VENDOR NO	VENDOR NAME	VOUCHER NO	P.O. NO	DATE	ACCOUNT	REMITTANCE AMOUNT (NET OF DISC/RETAIN)		CHECK TOTAL
1172*	4433	RIVERSIDE PUBLIC UTILITIE	009134		06/16/2025	670-7010-473.27-09	54,224.00		
			009135		06/16/2025	670-7010-473.27-70	416,104.34		
			009136		06/16/2025	670-7010-473.27-60	180,350.39		
			009137		06/16/2025	670-7010-473.27-50	852,040.66		
			009138		06/16/2025	670-7000-331.20-01	1,907.36-		
			009139		06/16/2025	670-7000-356.38-17	1,620.05-		
			009140		06/16/2025	670-7000-356.38-20	50,132.55-		
							1,449,059.43	*	1,449,059.43
9008286*	2295	AMERICAN FIDELITY ASSURAN	009144		06/02/2025	001-0000-204.80-04	9,687.60		
			009145		06/02/2025	001-0000-204.80-05	1,579.98		
							11,267.58	*	11,267.58
9008287*	985	CA. ST. EMPLOYMENT DEV. D	009146		06/02/2025	001-0000-204.12-00	45,175.96		
							45,175.96	*	45,175.96
9008288*	4228	WELLS FARGO BANK	009147		06/04/2025	001-0000-204.80-14	200.00		
							200.00	*	200.00
9008289*	8102	CORPORATION SERVICE COMPA	009148		06/05/2025	001-1400-412.23-07	16.00		
							16.00	*	16.00
9008290*	8702	EMPOWER ANNUITY INSURANCE	009149		06/05/2025	001-0000-204.16-00	18,186.40		
			009150		06/05/2025	001-0000-204.16-00	593.03		
			009151		06/05/2025	001-0000-204.16-00	11,900.63		
			009152		06/05/2025	001-0000-204.16-00	47.33-		
			009153		06/05/2025	001-0000-204.16-00	367.43-		
							30,265.30	*	30,265.30
9008291*	997	CA. ST. PUBLIC EMPLOYEES	009154		06/06/2025	001-0000-204.31-00	2,383.89		
			009155		06/06/2025	001-0000-204.31-00	35,790.35		
			009156		06/06/2025	001-0000-204.31-00	79,716.00		
			009157		06/06/2025	001-0000-204.31-00	73,565.66		
			009158		06/06/2025	001-0000-204.31-00	926.52		
			009159		06/06/2025	001-0000-204.31-00	13,369.51		
			009160		06/06/2025	001-0000-204.31-00	1,263.73		
			009162		06/06/2025	001-0000-204.31-00	738.11-		
			009163		06/06/2025	001-0000-204.31-00	1,297.13-		
			009165		06/06/2025	001-1300-412.15-52	142.20		
			009166		06/06/2025	001-1300-412.41-18	491.95		
			009167		06/06/2025	001-1300-412.41-19	26.04		
							205,640.61	*	205,640.61
9008292*	997	CA. ST. PUBLIC EMPLOYEES	009168		06/06/2025	001-0000-204.31-00	1,263.73		
			009169		06/06/2025	001-1300-412.41-18	3.03		
							1,266.76	*	1,266.76
9008293*	997	CA. ST. PUBLIC EMPLOYEES	009170		06/10/2025	001-0000-204.20-00	166,434.19		
			009171		06/10/2025	001-0000-204.20-00	403.36-		
			009172		06/10/2025	001-0000-204.20-00	1,313.21-		
			009173		06/10/2025	001-0000-204.20-00	56.43-		

CHECK NO	VENDOR NO	VENDOR NAME	VOUCHER NO	P.O. NO	DATE	ACCOUNT	REMITTANCE AMOUNT (NET OF DISC/RETAIN)		CHECK TOTAL
9008293*	997	CA. ST. PUBLIC EMPLOYEES	009174		06/10/2025	001-0000-204.20-00	183.67-		
			009175		06/10/2025	001-0000-204.20-00	47.32		
			009176		06/10/2025	001-0000-204.20-00	61.66		
			009177		06/10/2025	001-0000-204.20-00	4.65-		
			009178		06/10/2025	001-0000-204.20-00	6.06-		
							164,575.79	*	164,575.79
9008294*	8102	CORPORATION SERVICE COMPA	009179		06/12/2025	001-2740-442.23-07	24.00		
			009410		06/12/2025	001-1400-412.23-07	28.00		
							52.00	*	52.00
9008295*	2256	WELLS FARGO BANK	009180		06/13/2025	001-0000-204.10-00	617,245.44		
							617,245.44	*	617,245.44
9008296*	8102	CORPORATION SERVICE COMPA	009181		06/13/2025	001-2740-442.23-07	8.00		
							8.00	*	8.00
9008297*	985	CA. ST. EMPLOYMENT DEV. D	009182		06/16/2025	001-0000-204.12-00	47,219.77		
							47,219.77	*	47,219.77
9008298*	2484	INTERNAL REVENUE SERVICE	009183		06/16/2025	001-0000-204.11-00	104,612.72		
			009184		06/16/2025	001-0000-204.13-00	148,447.38		
							253,060.10	*	253,060.10
9008299*	2295	AMERICAN FIDELITY ASSURAN	009185		06/17/2025	001-0000-204.80-04	9,687.60		
			009186		06/17/2025	001-0000-204.80-05	1,579.98		
							11,267.58	*	11,267.58
9008300*	8702	EMPOWER ANNUITY INSURANCE	009187		06/13/2025	001-0000-204.16-00	34,188.42		
			009188		06/13/2025	001-0000-204.16-00	893.03		
			009189		06/13/2025	001-0000-204.16-00	11,869.18		
			009190		06/13/2025	001-0000-204.16-00	47.33		
							46,997.96	*	46,997.96
9008301*	5885	TASC	009191		06/13/2025	001-0000-204.80-15	546.91		
							546.91	*	546.91
9008302*	997	CA. ST. PUBLIC EMPLOYEES	009192		06/23/2025	001-0000-204.20-00	165,037.81		
			009193		06/23/2025	001-0000-204.20-00	47.32		
			009194		06/23/2025	001-0000-204.20-00	61.66		
			009195		06/23/2025	001-0000-204.20-00	4.65-		
			009196		06/23/2025	001-0000-204.20-00	6.06-		
							165,136.08	*	165,136.08
9008303*	5026	WESTERN RIVERSIDE COUNTY	009197		06/26/2025	001-0000-223.24-00	299,268.00		
							299,268.00	*	299,268.00
9008304*	2256	WELLS FARGO BANK	009198		06/27/2025	001-0000-204.10-00	750,193.39		
							750,193.39	*	750,193.39
9008305*	985	CA. ST. EMPLOYMENT DEV. D	009199		06/30/2025	001-0000-204.12-00	65,694.17		

CHECK NO	VENDOR NO	VENDOR NAME	VOUCHER NO	P.O. NO	DATE	ACCOUNT	REMITTANCE AMOUNT (NET OF DISC/RETAIN)		CHECK TOTAL
9008305*	985	CA. ST. EMPLOYMENT DEV. D					65,694.17	*	65,694.17
9008306*	2484	INTERNAL REVENUE SERVICE	009200		06/30/2025	001-0000-204.11-00	156,330.80		
			009201		06/30/2025	001-0000-204.13-00	181,574.00		
							337,904.80	*	337,904.80
9008307*	4821	WELLS FARGO CARD SERVICES	009238		06/09/2025	001-2200-421.36-04	136.94		
			009239		06/09/2025	001-2200-421.23-02	277.05		
			009240		06/09/2025	001-2200-421.36-07	93.45		
			009241		06/09/2025	001-2200-421.36-07	31.98		
			009242		06/09/2025	001-2200-421.23-02	483.80		
			009243		06/09/2025	001-2200-421.23-06	823.00		
			009244		06/09/2025	001-2200-421.30-05	336.00		
			009245		06/09/2025	001-4000-461.23-03	125.00		
			009246		06/09/2025	001-4010-461.36-00	210.12		
			009247		06/09/2025	001-4000-461.41-04	850.24		
			009248		06/09/2025	001-4010-461.23-06	250.00		
			009249		06/09/2025	001-4010-461.23-06	300.00		
			009250		06/09/2025	001-4000-461.36-09	117.25		
			009251		06/09/2025	001-4000-461.23-03	8.07		
			009252		06/09/2025	001-4000-461.23-03	19.99		
			009253		06/09/2025	660-6300-471.45-08	1,789.66		
			009254		06/09/2025	660-6300-471.45-16	176.72		
			009255		06/09/2025	001-2740-442.23-07	139.00		
			009256		06/09/2025	001-2400-422.36-00	314.30		
			009257		06/09/2025	001-1910-412.23-05	95.00		
			009258		06/09/2025	001-1300-412.23-06	188.81		
			009259		06/09/2025	001-1300-412.23-06	130.60		
			009260		06/09/2025	001-1300-412.23-03	12.99		
			009261		06/09/2025	001-1300-412.23-06	75.00		
			009262		06/09/2025	001-9600-453.41-46	427.77		
			009263		06/09/2025	100-4900-431.36-00	78.66		
			009264		06/09/2025	100-4900-431.23-06	130.00		
			009265		06/09/2025	100-4900-431.23-06	130.00		
			009266		06/09/2025	100-4900-431.23-06	130.00		
			009267		06/09/2025	100-4900-431.23-06	130.00		
			009268		06/09/2025	100-4900-431.23-06	130.00		
			009269		06/09/2025	001-9600-453.41-46	16.00		
			009270		06/09/2025	100-4900-431.23-06	600.00		
			009271		06/09/2025	100-4900-431.23-06	150.00		
			009272		06/09/2025	761-3100-480.23-05	33.17		
			009273		06/09/2025	761-3100-480.23-05	1,130.16		
			009274		06/09/2025	761-3100-480.36-00	31.77		
			009275		06/09/2025	001-1900-412.23-05	150.00-		
			009276		06/09/2025	001-1910-412.23-05	24.00		
			009277		06/09/2025	001-1000-411.23-05	46.35		
			009278		06/09/2025	001-1900-412.23-05	1,232.05		
			009279		06/09/2025	001-1000-411.23-05	60.00		
			009280		06/09/2025	001-1000-411.23-05	60.00		
			009281		06/09/2025	001-1000-411.23-05	60.00		
			009282		06/09/2025	001-1910-412.36-00	18.30		

CHECK NO	VENDOR NO	VENDOR NAME	VOUCHER NO	P.O. NO	DATE	ACCOUNT	REMITTANCE AMOUNT (NET OF DISC/RETAIN)	CHECK TOTAL
9008307*	4821	WELLS FARGO CARD SERVICES	009283		06/09/2025	001-1200-412.23-05	255.07	
			009284		06/09/2025	001-1000-411.23-05	255.07	
			009285		06/09/2025	001-1000-411.23-05	255.07	
			009286		06/09/2025	001-1910-412.23-03	495.00	
			009287		06/09/2025	001-1000-411.23-05	25.00	
			009288		06/09/2025	001-1000-411.23-05	25.00	
			009289		06/09/2025	001-1200-412.23-05	25.00	
			009290		06/09/2025	001-1210-412.23-05	25.00	
			009291		06/09/2025	001-1000-411.23-05	25.00	
			009292		06/09/2025	001-1000-411.23-05	25.00	
			009293		06/09/2025	001-1210-412.23-05	2,650.82	
			009294		06/09/2025	001-1000-411.23-05	141.72	
			009295		06/09/2025	001-4000-461.36-11	210.28	
			009296		06/09/2025	001-4000-461.36-11	100.79-	
			009297		06/09/2025	001-4000-461.36-11	80.49-	
			009298		06/09/2025	001-4000-461.36-11	181.28	
			009299		06/09/2025	001-4000-461.36-11	176.82	
			009300		06/09/2025	001-4000-461.36-11	17.51	
			009301		06/09/2025	001-4000-461.36-11	94.70	
			009302		06/09/2025	001-1000-411.23-03	2,339.40	
			009303		06/09/2025	111-4900-432.23-01	148.02	
			009304		06/09/2025	001-1400-412.23-01	144.28	
			009305		06/09/2025	001-9600-453.23-01	955.39	
			009306		06/09/2025	675-7020-473.23-03	239.99	
			009307		06/09/2025	675-7020-473.23-03	39.99	
			009308		06/09/2025	675-7020-473.41-46	1,101.22	
			009309		06/09/2025	702-3800-480.38-52	1,210.02	
			009310		06/09/2025	702-3800-480.38-52	488.39	
			009311		06/09/2025	702-3800-480.38-52	232.37	
			009312		06/09/2025	001-4050-461.36-00	169.91	
			009313		06/09/2025	001-4050-461.36-00	25.76	
			009314		06/09/2025	610-5800-434.23-06	298.00	
			009315		06/09/2025	610-5800-434.36-00	905.10	
			009316		06/09/2025	001-2200-421.36-01	4,344.96	
			009317		06/09/2025	001-2200-421.36-01	1,718.62	
			009318		06/09/2025	001-2200-421.23-06	631.39	
			009319		06/09/2025	001-2200-421.23-06	513.97	
			009320		06/09/2025	001-2200-421.36-07	10.50	
			009321		06/09/2025	001-2200-421.23-06	211.84	
			009322		06/09/2025	001-2200-421.23-06	199.84	
			009323		06/09/2025	001-2200-421.23-06	211.84	
			009324		06/09/2025	001-2200-421.23-06	393.00	
			009325		06/09/2025	001-2200-421.23-06	393.00	
			009326		06/09/2025	001-2200-421.23-06	185.00	
			009327		06/09/2025	001-3000-442.23-06	103.40-	
			009328		06/09/2025	001-3000-442.23-01	67.88	
			009329		06/09/2025	001-0000-201.10-00	4.88-	
			009330		06/09/2025	690-9600-453.36-00	392.95	
			009331		06/09/2025	690-9600-453.36-00	104.55	
			009332		06/09/2025	001-3000-442.36-00	785.84	
			009333		06/09/2025	001-3000-442.36-00	209.00	

CHECK NO	VENDOR NO	VENDOR NAME	VOUCHER NO	P.O. NO	DATE	ACCOUNT	REMITTANCE AMOUNT (NET OF DISC/RETAIN)		CHECK TOTAL
9008307*	4821	WELLS FARGO CARD SERVICES	009334		06/09/2025	690-9600-453.23-01	517.20		
			009335		06/09/2025	690-9600-453.23-02	64.65		
			009336		06/09/2025	001-4000-461.23-05	315.00		
			009337		06/09/2025	001-4000-461.23-03	180.00		
			009338		06/09/2025	001-4010-461.89-46	1,747.76		
			009339		06/09/2025	001-4000-461.42-32	2,016.00		
			009340		06/09/2025	670-7000-473.36-00	51.04		
			009341		06/09/2025	670-7000-473.23-03	468.00		
			009342		06/09/2025	670-7000-473.23-03	468.00-		
							39,610.65	*	39,610.65
						BANK/CHECK TOTAL	4,541,672.28		4,541,672.28
						ALL BANKS/CHECKS TOTAL	4,541,672.28		4,541,672.28

Payroll

June 2025

Start	End	Date	Description		Check Total
13883	13899	6/13/2025	Warrant Register	$	6,994.21
13900	13915	6/27/2025	Warrant Register	$	8,646.14
TOTALS				**$**	**15,640.35**
	CHECKS USED	**33**			

Dept/Div Activity	Check Payee	Social Security	Check Number	Amount
1900-412	PHILLIPS, JOYCE Y	6549	13883	.00
	CALIF. STATE DISBURSEMENT UNIT		13884	427.38
	TEXAS CHILD SUPPORT SDU		13885	550.62
	FRANCHISE TAX BOARD		13886	125.00
4000-461	GAITER, MARIAH	2531	13887	457.91
4000-461	GARCIA, DONNA	2558	13888	196.30
4000-461	HAWTHORNE, DEBORAH	3230	13889	144.22
	CALIF. STATE DISBURSEMENT UNIT		13890	192.92
4010-461	BARON, BYRON	178	13891	930.77
4010-461	ECKMAN, GRACE J	2186	13892	343.64
4010-461	FLOYD, ANTHONY P	2394	13893	623.90
4010-461	MADDOX, LOLA	4821	13894	306.18
4010-461	ODENBAUGH, JONATHAN	6070	13895	548.76
4010-461	SANTOS, ABIEGAIL M	184	13896	789.65
4010-461	STOKES, AALIYAH M	8186	13897	679.03
4010-461	TREJO, ADRIAN	186	13898	422.70
	CALIF. STATE DISBURSEMENT UNIT		13899	255.23
	Total Checks -		17	6,994.21

Dept/Div Activity	Check Payee	Social Security	Check Number	Amount
1900-412	PHILLIPS, JOYCE Y	6549	13900	.00
	CALIF. STATE DISBURSEMENT UNIT		13901	427.38
	TEXAS CHILD SUPPORT SDU		13902	550.62
	FRANCHISE TAX BOARD		13903	125.00
4000-461	GARCIA, DONNA	2558	13904	416.64
4000-461	HAWTHORNE, DEBORAH	3230	13905	825.04
	CALIF. STATE DISBURSEMENT UNIT		13906	192.92
4010-461	BARON, BYRON	178	13907	1,113.63
4010-461	ECKMAN, GRACE J	2186	13908	701.17
4010-461	FLOYD, ANTHONY P	2394	13909	799.06
4010-461	MADDOX, LOLA	4821	13910	719.61
4010-461	ODENBAUGH, JONATHAN	6070	13911	206.24
4010-461	SANTOS, ABIEGAIL M	184	13912	631.08
4010-461	STOKES, AALIYAH M	8186	13913	962.90
4010-461	TREJO, ADRIAN	186	13914	719.62
	CALIF. STATE DISBURSEMENT UNIT		13915	255.23
	Total Checks -		16	8,646.14

CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Arturo Vela, Interim City Manager**
PREPARED BY:	**Art Vela, Interim City Manager**
MEETING DATE:	**September 23, 2025**
SUBJECT:	**Consideration of Second 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:

Approve second 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.

On August 26, 2025, the City Council held a hearing on the subject ordinance and draft resolution of Ordinance 1612. At the conclusion of this hearing, the Council voted to approve the item. This is the second reading of the ordinance, as required by law.

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. Ordinance 1612_affidavit.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.

PASSED, APPROVED AND ADOPTED at a regular meeting of the City Council of the City of Banning, California, held on the 23rd day of September 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 23rd day of September, 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.)

City of Banning Ordinance 1612

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:

Sep 12, 2025

Executed on: September 12 2025

At City of Banning, California

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

Kaila Geaman
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 introduced and conducted the first reading of Ordinance 1612. On September 23, 2025, the City Council will conduct the second reading of and consider adoption of Ordinance 1612 during its regular meeting.

Ordinance 1612 was introduced, and the first reading of the Ordinance was conducted and approved by the following vote:

AYES: Miller, Barrington, Royce, Wallace, Flynn
NOES: None

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: If adopted after its second reading on September 23, 2025, this Ordinance shall become effective on October 23, 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: September 8, 2025
Published: September 12, 2025
Published
Record Gazette
September 12, 2025

CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Arturo Vela, Interim City Manager**
PREPARED BY:	**Nicole Jews, Human Resources Manager** **Art Vela, Acting City Manager**
MEETING DATE:	**September 23, 2025**
SUBJECT:	**Consideration of Resolution 2025-125, Amending the Classification & Compensation Plan for the City of Banning related to the positions of Executive Secretary (Unfund), Administrative Analyst (Fund), Code Compliance Supervisor (Unfund), Code Compliance Officer (Fund) and Electric Service Planner (Reclass)**

RECOMMENDATION:

Adopt Resolution 2025-125.

BACKGROUND:

It is necessary to amend the City's Classification & Compensation Plan from time to time to maintain a current plan that reflects budget amendments, organizational structure, and department needs.

Past City Council resolutions have identified the necessity to maintain a current Classification & Compensation Plan that reflects the nature of work and organizational structure, that the plan is updated to reflect both market changes and appropriate compensation for work performed.

JUSTIFICATION:

City Manager's Office

During the April 22nd, 2025 City Council meeting the approval was provided to reclassify the Assistant City Manager position to an Executive Secretary position. Staff would like to reclassify the approved Executive Secretary position for the City Manager's office to an Administrative Analyst position for the City Manager's Office due to the level of effort needed to support the City Manager's office.

The proposed Administrative Analyst position is a single classification position that will report directly to and assist the City Manager with advanced analytical functions. These tasks include conducting research and data analysis to support departmental planning and decision-making, developing and

monitoring budgets and financial reports, creating policies and procedural documentation, managing complex projects with minimal supervision, and preparing staff reports and presentations.

Reclassifying this position from clerical and administrative support to a more advanced analytical function will provide the department with the necessary high-level strategic support.

Police Department – Code Enforcement

Due to recent organizational changes, workload distribution and budget considerations, staff is requesting to reclassify the Code Compliance Supervisor to a Code Compliance Officer position. The workload for the Code Enforcement team has increased with the recent division's move to the Police Department. Additionally, adding an additional officer will assist the team in conducting field inspections for zoning, nuisance, and building code violations, preparing and issuing notices of violation and citations and engaging directly with the public to resolve compliance issues.

Currently the Code Enforcement team receives supervisory instruction from the Community Development Operations Manager, who works closely with Police Management. Staff decided that reclassifying the Code Compliance Supervisor to a Code Compliance Officer would be beneficial to the department and the citizens, as there will be a total of three (3) Code Compliance Officers available for assistance. Lastly, this action will provide a cost savings to the General Fund.

Public Works - Electric Utility

During the last two years, the number of development projects requiring electrical planning, including new single family home developments, new ADU projects, electrical panel change outs, and new solar permit projects continue to increase month after month. There has been no trend or expectation that this workload will decrease with the additional residential developments in the pipeline. Additionally, Electric Service Planners (ESP) also perform full inspections on electric utility related construction performed by contractors such as trench/conduit, mandrel, service installation, grounding/bonding, etc., and completing job walks/onsite meeting with contractors for future job planning.

Banning Electric Utility (BEU) currently has one Assistant ESP, two ESPs and one Electric Planning Supervisor. This has caused challenges in performing the duties/tasks required to complete the utility plan check and permit requests in a timely manner and has increased the delay/response time for getting estimated costs back to developers, in turn extending the amount of time BEU is able to invoice and receive developer funded revenue. Additionally, performing and scheduling onsite inspections in order for contractors to close out projects has also been delayed due to the lack of capacity of the existing two ESPs and is not meeting the City's customer service expectations with the developers and contractors.

By reclassifying the existing Assistant Electric Service Planner position to an Electric Service Planner position, this will allow the Banning Electric Utility planning group to have three Full Time Equivalent ESPs, which will allow the BEU planning team to continue to keep up with issuing timely utility comments and estimated costs back to developers and meet onsite with contractors process and final utility permits in a more timely manner, allowing for timely invoicing and contractor payments to be received, as well as

avoid delaying vital construction projects within the City. The change will also provide for staff retention and succession planning.

The job descriptions for the Code Compliance Officer, Administrative Analyst, City Manager's Office and Electric Service Planner are included with the agenda item. Making these changes provides consistency and represents the wide variety of duties performed in these roles.

FISCAL IMPACT:

City Manager's Office

Fiscal Impact – Funding from General Fund (City Manager's budget)

Position/Range	Proposed Salary Range (min-max)	Current Salary Range	Proposed Base Wage Difference (min-max)
Administrative Analyst / G63	$63,600.93 to $87,397.15		$63,600.93 to $87,397.15
(Defund) Executive Secretary / G53		$53,466.27 to $64,275.68	$(53,466.27) to $(64,275.68)
DIFFERENCE IN BASE PAY			***$10,134.66 to $23,121.47***

Police Department-Code Enforcement

Fiscal Impact – Funding from General Fund (Police Department budget)

Position/Range	Proposed Salary Range (min-max)	Current Salary Range	Proposed Base Wage Difference (min-max)
Code Compliance Officer / G58	$57,094.24 to $77,245.57		$57,094.24 to $77,245.57
(Defund) Code Compliance Supervisor / G70		$76,790.00 to $103,887.49	$(76,790.00) to $(103,887.49)
DIFFERENCE IN BASE PAY (SAVINGS)			***$(19,695.76) to $(26,641.92)***

Electric Utility Department

Fiscal Impact – Funding from Electric Utility Fund (Electric Utility budget)

Position/Range	Proposed Salary	Current Salary	Proposed Base Wage Difference
Assistant Electric Service Planner / U74		$105,734.84	$(105,734.84)
Electric Service Planner / U84	$110,649.62		$110,649.62
DIFFERENCE IN BASE PAY			***$4,914.78***

ALTERNATIVES:

Do not adopt Resolution 2025-125 and provide alternative direction to staff.

BUDGETED?:

Yes

CONTRACT/AGREEMENT:

No

ATTACHMENTS:

1. Resolution 2025-125.docx
2. Administrative Analyst.pdf
3. Code Compliance Officer.pdf
4. Electric Service Planner.pdf

RESOLUTION 2025-125

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 control changes to the effective Fiscal Year 2025-2026 classification and compensation plan:

Unfund	Executive Secretary (City Manager's Group)	1
Fund	Administrative Analyst (City Manager's Group)	1
Unfund	Code Compliance Supervisor (Police Group)	1
Fund	Code Compliance Officer (Police Group)	1
Reclassify	Assistant Electric Service Planner (Electric Utility Group)	1
	Electric Service Planner (Electric Utility Group)	1

SECTION 2. The City Council approves the unfunding, funding and reclassifications of the positions listed above, 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 23rd day of September 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
SBEMP

CERTIFICATION:

I, Sandra Calderon, Acting Administrative City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution 2025-125, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 23rd day of September 2025 by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

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

Exhibit A
Job Descriptions

JOB DESCRIPTION

TITLE: Administrative Analyst	**JOB CODE:** 1100
DEPARTMENT: City Manager's Office	**EFFECTIVE DATE:** 09/09/2025
REPORTS TO: City Manager	**FLSA STATUS:** Non-Exempt
SUPERVISES: N/A	**UNION STATUS:** Represented
SALARY RANGE: G63 ($64,600.93 - $87,397.15)	

JOB PURPOSE/SUMMARY

Under general supervision, performs a variety of professional administrative, analytical and technical assistance in the administration and management of a city department. This includes conducting specific and comprehensive analyses of a wide range of City policies involving organization procedures, finance and services; and to provide guidance on various City policies, procedures, goals, and objectives.

ABOUT THE CITY OF BANNING

The City of Banning is located in the San Gorgonio Pass area of Southern California. The community of over 30,000 people is diverse with income levels slightly lower than other areas of Riverside County. However, growth and development is occurring rapidly, which will create new jobs, increase the population and raise income levels. Our employees are the most important asset in preserving our Proud History, Creating a Prosperous Tomorrow, and in responding to the community's needs. The City provides competitive salaries, outstanding benefits and professional growth opportunities.

CITY VISION

The City of Banning promotes and supports a high quality of life that ensures a safe and friendly environment, fosters new opportunities and provides responsible, fair treatment to all and is the pride of its citizens.

Core Values - R.E.A.D.Y.

- Respectful
- Enthusiastic
- Accountable
- Dedication
- Yes-Minded

PERFORMANCE EXPECTATIONS

- **Leadership:** Contributes to a positive work culture consistent with the City of Banning Leadership Philosophy, actively welcomes new approaches to public service and supports change and process improvements at all levels within the organization.
- **Teamwork:** Demonstrates ability and willingness to work collaboratively with a team.
- **Communication:** Communicates effectively with peers, supervisors, subordinates, and individuals to who service is provided.

ESSENTIAL FUNCTIONS

The following duties ARE NOT intended to serve as a comprehensive list of all duties performed by all employees in this classification. Shown are duties intended to provide a representative summary of the major duties and responsibilities. Incumbent(s) may not be required to perform all duties listed and may be required to perform additional, position-specific duties.

- Provide responsible professional and technical assistance in the development and implementation of a wide variety of City policies and procedures.
- Perform a wide variety of responsible, complex and confidential duties for designated individuals at the Division Head level.
- Conduct specific analyses of a wide range of City policies involving procedures, finance, personnel and services.
- Gather, research, compile, tabulate and analyze data; compile materials and prepare administrative reports, manuals and publications.
- Take and transcribe dictation from rough draft, shorthand notes or recordings.
- Respond independently to letters and general correspondence of a routine nature.
- Maintain appointment schedules, daily calendars and make travel arrangements.
- Conduct surveys and studies and perform research and statistical analyses on administrative, budgetary, personnel and operational issues.
- Maintain accurate records and files of activities.
- Assist in the analysis and revision of City systems and procedures.
- Respond to requests for information from the public and other City staff; may prepare news releases, public information materials and internal or external newsletters.
- Perform related duties as assigned.

KNOWLEDGE OF:

- City organization, operations, policies and procedures.
- City, County, State and Federal statutes, rules, regulations, ordinances, codes, administrative orders and other operational guidelines and directives.
- Principles and practices of organization and public administration.
- Budget preparation, analysis and control methods and practices.
- Research techniques, statistics and quantitative analysis.
- Computer software and electronic spreadsheets.
- Operating policies and procedures of the department to which assigned.
- Principles of supervision and training

ABILITY TO:

- Read, understand, interpret and apply relevant City, County, State and Federal statutes, rules, regulations, ordinances, codes, administrative orders, policies and procedures and other operational guidelines and directives.
- Assess and prioritize multiple tasks, projects and/or demands.
- Work within deadlines to complete projects and assignments.
- Establish and maintain effective working relations with co-workers, staff, vendors, contractors, visitors, the general public and others having business with the City of Banning.
- On a continuous basis, know and understand all aspects of the job, intermittently analyze work papers, reports, and special projects;
- Research, analyze and interpret legal, technical and numerical information;
- Observe and problem solve operational and technical issues, policies and procedures.
- Use telephone;
- Write or use keyboard to communicate through written means, and lift or carry weight of 10 pounds or less.
- Compile and maintain complex and extensive records and files for a department.
- Represent the department using good judgment, poise, tact and diplomacy.
- Perform a wide variety of administrative duties on behalf of the supervisor with little or minimal supervision.
- Evaluate and develop improvements in operations, procedures, policies or methods.
- Effectively administer assigned programmatic responsibilities.

- Use word processing and spreadsheet software to prepare narrative and statistical reports.
- Learn specialized computer programs.
- Establish and maintain effective working relationships with those contacted in the course work.
- Communicate clearly and concisely, orally and in writing.
- Receive highly sensitive information and maintain confidentiality.

MINIMUM QUALIFICATIONS

A high school diploma or GED supplemented by specialized administrative support/business related courses and five (5) years of experience performing increasingly complex and highly responsible office and administrative support work, of which at least two (2) years involve professional and responsible administrative experience in research and analysis, preferably with a municipal organization. An Bachelor's Degree is preferred. Municipal/public sector government experience is highly desirable.

Licenses:

- Demonstrated proficiency at an advanced level in Word and/or Excel.
- Possession of a valid California driver's license.

PHYSICAL AND ENVIRONMENTAL WORKING CONDITIONS

While performing the duties of this job, the employee is frequently required to walk, sit, talk, and hear. The employee is frequently required to use hands to finger, handle, feel or operate objects, tools, or controls and reach with hands and arms. The employee is frequently required to climb, balance, stoop, kneel, crouch, or crawl.

The employee must regularly lift and/or move up to ten (10) pounds. Specific vision abilities required by this job include close vision, color vision, and the ability to adjust focus. On a continuous basis, sit at a desk for long periods of time; intermittently twist to reach equipment surrounding desk.

The City of Banning is an equal opportunity employer. All employees and candidates for employment will be recruited, selected, trained, promoted, compensated and, if necessary, disciplined or terminated without regard to sex/gender, race, national origin, religion, creed, color, marital status, veteran status, age, national origin, pregnancy, sexual orientation, gender identity, disability, genetic information or any other basis prohibited by law.

While requirements may be representative of minimum levels of knowledge, skills and abilities to perform this job successfully, the incumbent will possess the abilities or aptitudes to perform each duty proficiently. This job description does not constitute an employment agreement between the Employer and Employee and is subject to change as the needs of the Employer and requirements of the job change.

CITY OF BANNING, CALIFORNIA

Code Compliance Officer

Job Code: 3230
Grade: G58

FLSA **[ ] Exempt** **[x] Non-Exempt**

JOB DEFINITION: Under general supervision, inspects residential and commercial property for compliance with City, State and Federal zoning and nuisance codes and performs a variety of duties associated with the enforcement of City ordinances.

ESSENTIAL FUNCTIONS: *The following duties **ARE NOT** intended to serve as a comprehensive list of all duties performed by all employees in this classification. Shown are duties intended to provide a representative summary of the major duties and responsibilities. Incumbent(s) may not be required to perform all duties listed and may be required to perform additional, position-specific duties.*

REPRESENTATIVE DUTIES: Inspects and investigates citizen complaints dealing with violations of City codes and ordinances. Inspects residential and commercial property to ensure compliance with City, State and Federal codes. Travels to property accused of violations to perform inspections and determines if a violation has occurred.

Prepares inspection reports. Documents finding with photographs and written statements. Prepares correspondence to inform the responsible party of the violation and required action. Monitors outstanding inspection reports to ensure compliance is achieved.

Provides information to the community regarding code requirements. Prepares warrant and affidavit for abatement notices as necessary. Ensures appropriate documentation is archived.

Performs other duties as assigned or required.

KNOWLEDGE and SKILLS:

- Knowledge of applicable City, County, State and Federal statutes, rules, regulations, ordinances, codes, administrative orders and other operational guidelines and directives.
- Knowledge of the City's and the Department's policies and procedures.
- Knowledge of basic mathematical computations.

- Skill in reading, understanding, interpreting and applying relevant City, County, State and Federal statutes, rules, regulations, ordinances, codes, administrative orders, policies and procedures and other operational guidelines and directives.
- Skill in assessing and prioritizing multiple tasks, projects and/or demands.
- Skill in working within deadlines to complete projects and assignments.
- Skill in establishing and maintaining effective working relations with co-workers, staff, vendors, contractors, visitors, the general public and others having business with the City of Banning.
- Skill in operating a personal computer utilizing a variety of software applications.

(continued on reverse side)

CITY OF BANNING, CALIFORNIA

Code Compliance Officer

Job Code: 3230

MINIMUM QUALIFICATIONS: A high school diploma or GED.

DESIRABLE QUALIFICATIONS: Experience maintaining compliance standards or other related experience is desirable.

ADDITIONAL REQUIREMENTS: Must have at the time of application and must maintain a valid California Driver License. Possession of, or ability to obtain within one year of employment, a PC832 Arrest and Firearms Certificate along with California Association of Code Enforcement Officers (CACEO) Basic and Intermediate Certifications. May be exposed to extreme weather conditions, potential physical harm, infectious diseases, hazardous chemicals and/or dangerous machinery. May be required to work outside the traditional work schedule. May be subject to call out and/or call-back.

PHYSICAL ABILITIES AND WORK ENVIRONMENT: Ability to travel to different sites and locations; sit, stand, walk, run, kneel, crouch, stoop squat, crawl, twist, climb and lift up to 50 lbs. Ability to endure exposure to heat, noise, outdoors, vibration, confining work space, chemicals, explosive materials, mechanical hazards and electrical hazards. Ability to sit for long periods of time and work in an enclosed environment with limited mobility; availability for shift work.

CITY OF BANNING, CALIFORNIA

Electric Service Planner

Job Code: 5030
Grade: U84

FLSA **[ ] Exempt** **[x] Non-Exempt**

JOB DEFINITION: Under general supervision, performs a variety of duties associated with planning and coordinating overhead line and underground electrical expansion of the City's electrical utility service.

ESSENTIAL FUNCTIONS: *The following duties **ARE NOT** intended to serve as a comprehensive list of all duties performed by all employees in this classification. Shown are duties intended to provide a representative summary of the major duties and responsibilities. Incumbent(s) may not be required to perform all duties listed and may be required to perform additional, position-specific duties.*

REPRESENTATIVE DUTIES: Plans and coordinates overhead line and underground electrical expansion of the City's electrical utility service. Provides subordinate staff with electrical expertise involving the utility system. Designs efficient and cost effective electrical utility systems. Provides direction in building and maintaining a reliable electrical service to City customers.

Provides electrical job cost estimates, including material, labor, equipment overhead and administrative costs for projects. Creates drawings and maps to assist electrical crews. Completes electrical plan checks on new building projects. Inspects electrical construction performed by contractors. Meets with other utilities for joint trench and pole installations. Attends meetings with the other departments of the City to coordinate development activities.

Performs other duties as assigned or required.

KNOWLEDGE and SKILLS:

- Knowledge of applicable City, County, State and Federal statutes, rules, regulations, ordinances, codes, administrative orders and other operational guidelines and directives.
- Knowledge of the City's and the Department's policies and procedures.
- Knowledge of high and low voltage precautions and guidelines.
- Knowledge of electrical engineering, transmission and distribution theory and practice.
- Knowledge of strategic planning principles.
- Knowledge of providing electrical inspection for various projects.

- Skill in operating a personal computer utilizing a variety of electrical design and office software applications.
- Skill in reading, understanding, interpreting and applying relevant City, County, State and Federal statutes, rules,
  regulations, ordinances, codes, administrative orders, policies and procedures and other operational guidelines
  and directives.
- Skill in assessing and prioritizing multiple tasks, projects and/or demands.
- Skill in working within deadlines to complete projects and assignments.
- Skill in assessing, analyzing, identifying and implementing solutions to complex problems.
- Skill in establishing and maintaining effective working relations with co-workers, staff, vendors, contractors, visitors, the general public and others having business with the City of Banning.
- Skill in developing cost estimates for electrical projects.

(continued on reverse side)

CITY OF BANNING, CALIFORNIA

Electric Service Planner

Job Code: 5030
Grade: U84

MINIMUM QUALIFICATIONS: A high school diploma or GED AND five (5) years of utility work experience that includes two (2) years electric utility design, drafting or planning. Professional certification in AutoCAD, Line staking or SCADA.

PREFERRED QUALIFICATIONS: An Associate's degree in engineering, electric power technology, computer science, construction management or a related field is preferred.

ADDITIONAL REQUIREMENTS: Must possess at the time of application and maintain a valid California Driver License.

PHYSICAL REQUIREMENTS: Work is performed both in an office and outside environment requiring prolonged sitting or standing; walking, kneeling, crouching, squatting, stooping, and bending; inputting data into a computer terminal; exposure to computer glare, vibrations, and pitch; lifting, carrying, and regularly lift and/or move up to twenty five (25) pounds, frequently lift and/or move up to fifty (50) pounds in weight; use hands to finger, handle or feel; reach with hands and arms and have mobility, vision, hearing, and dexterity levels appropriate to the duties to be performed. Ability to travel to different sites and locations

CAREER ADVANCEMENT OPPORTUNITIES:
From: Electric Service Planner
To: Senior Electric Service Planner

CITY OF BANNING
STAFF REPORT

TO: **CITY COUNCIL**

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

PREPARED BY: **Fred Lyn, Deputy Director of Electric**

MEETING DATE: **September 23, 2025**

SUBJECT:

Consideration of Resolution 2025-132, Amending the Banning Electric Utility's Rules and Regulations #1 to #19, #21 and the General Provisions, Removal of Rule #20 and Adding Rules #22, #23 and Notes, Which Set Forth Electric Service Requirements

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RECOMMENDATION:

Adopt Resolution 2025-132.

BACKGROUND:

The City of Banning's Electric Rules and Regulations were first developed and adopted by the City Council on June 26, 1975, via Resolution 1975-23. The purpose of the Electric Rules and Regulations is to provide the electrical customer, property owner, contractor, developer and engineer with a resource guide that will aid in the completion of their electrical service connections that will meet all Banning Electric Utility (BEU) and electrical industry standard practices and safety requirements.

The Banning Municipal Code Section 13.05.030 provides that the City Council may, by resolution, from time to time as it deems necessary for the administration or implementation of the intent to review, revise, adopt and/or promulgate new or amended rules and regulations concerning the operation or administration of the Banning Electric Utility.

JUSTIFICATION:

Portions of the City of Banning's Electric Rules and Regulations have been updated sporadically about eleven (11) times since the rule's inception with the last revision and amendment occurring on December 10, 2019 by Council Resolution No. 2019-146. However, a comprehensive full update to the original 1975 version has not occurred for over 50 years. The attached redline Electric Rules and Regulations provides a significant and long overdue update to this important BEU document including updates to the department's service requirements, technical details and updates to definitions, terminologies, guidelines and the removal of obsolete terms and titles. This comprehensive update has taken BEU staff over 2 years to complete with cross references and comparisons to previously approved Resolutions related to BEU's Rules and Regulations, Rules and Regulations from other municipal electric utilities and the adjacent investor-owned electric utility. The updated attachment has been reviewed by the City Attorney's Office who had no additional comments and provided their concurrence. The table below

provides the Rule sections and a summary of the proposed changes.

Rule # / Section	Change Description
General Provision	Removed Water Utility Rules
Note	New addition to state the basis of BEU Rules and Reg document similar to other Municipal Utilities
1	Clarified, modified and added definitions
2	Added clarification on disconnecting devices Stated voltage classification and nominal values, clarify single and three phase services Clarify motor classification and characteristics Clarify miscellaneous loads and sources and BEU requirements Stated underground requirement Added power quality requirement Added explanation to self-generation program
3	Clarified application process and requirements for clarity
4	Modified terminology to be consistent for clarity
5	Clarified Credit requirement and defined diversion
6	Modified Deposit requirement and amount
7	Clarified correspondence methods between customers and BEU
8	Added information on Energy Bill Assistance and Level Payment, and consequence of returned payment and nonpayment of bill. Incorporated Resolution 1986-42
9	Clarified some provisions of the rule
10	Modified the entire Rule based on Resolution 2019-54
11	Removed rate adoption by Ordinance to match existing Municipal Code, removed obsolete optional rate information
12	Clarified Temporary services
13	Added clarification on power interruption and recovery
14	Significant modification to remove obsolete information, add BEU's current requirement, and clarified provision. Incorporated Resolutions 1977-64, 1979-32, 1981-66, 1984-27, 1989-39
15	Modified based on current BEU requirement. Incorporated Resolution 1994-130
16	Added clarifications
17	Added clarifications
18	Modified rule based on current BEU operational needs
19	Added clarification and restrictions to the provisions of sub-metering. Incorporated Resolution 1976-61, 1983-19
20	Rule no longer applicable and removed
21	Clarified provisions of service discontinuation for repaired and other reasons, and added restrictions to temporary service discontinuation
22	Added Rule 22 for Tree Trimming per Resolution 1994-130
23	Added Rule 30 that documents Banning Climate Zone 10 Designation per Resolution 2019-146

Council Resolutions reviewed or incorporated in this revision	1976-61, 1977-64, 1979-32, 1981-66, 1983-19, 1984-27, 1986-42, 1989-39, 1994-130, 2019-54, 2019-146

FISCAL IMPACT:

Adoption of Resolution 2025-132 will have no direct fiscal impact to the Electric Funds.

ALTERNATIVES:

Do not adopt Resolution 2025-132 updating the Banning Electric Utility's Rules and Regulations and provide staff with an alternative direction.

BUDGETED?:

No

CONTRACT/AGREEMENT:

No

ATTACHMENTS:

1. Resolution 2025-132_BEU_Rules_and_Regs.docx
2. Rules and Regulations REDLINE Dt 9-16-25.pdf

RESOLUTION 2025-132

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, AMENDING THE BANNING ELECTRIC UTILITY'S RULES AND REGULATIONS #1 TO #19, #21 AND THE GENERAL PROVISIONS, REMOVAL OF RULE #20 AND ADDING RULES #22, #23 AND NOTES, WHICH SETS FORTH ELECTRIC SERVICE REQUIREMENTS

WHEREAS, Resolution 1975-23 approved and adopted on June 26, 1975, established Electric Rules and Regulations setting forth the provision of electric service within the City of Banning; and,

WHEREAS, Section 13.05.030 of the Banning Municipal Code provides that the City Council may, by resolution, from time to time as it deems necessary for the administration or implementation of the intent to review, revise, adopt and/or promulgate new or amended rules and regulations concerning the operation or administration of the Banning Electric Utility; and

WHEREAS, it is necessary to amend the existing Rules and Regulations in order to provide a significant and long overdue update to 1) the department's service requirements, 2) utility technical details, 3) updates to definitions, terminologies and guidelines and 4) removal of obsolete terms and titles;

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

SECTION 1. Resolution 1975-23, Banning Electric Rules and Regulations is hereby rescinded.

SECTION 2. The Banning Electric Rules and Regulations in the amended and restated form attached hereto is hereby approved and adopted.

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 23rd day of September, 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 2025-132, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 23rd day of September, 2025 by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

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

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ELECTRIC UTILITY POLICY

The ~~objectives~~objective of the City of Banning Electric ~~Department~~Utility (BEU) is to plan and carry out the development of the electric distribution of the city for the greatest benefit to the area and to the citizens of Banning. This includes providing dependable electric service to the residents of the City to the fullest extent possible consistent with overall sound business principals in planning, financing and construction of developments and in operation and maintenance of the electric distribution system.

It is recognized that the City Council is the governing body of the City and that they provide the utility services to the citizens of Banning. ~~Through out~~Throughout their direction, ~~the Department~~BEU is continually anticipating the electric service and related needs to the customers in the community and will be responsive to their needs and requirements. The accomplishment of these objectives will make the maximum benefits to the public realized.

GENERAL PROVISIONS

A. RATE APPLICABILITY AND RULES

These rules apply to the service area of the City of Banning Electric ~~Department~~Utility (BEU) except as may be otherwise provided or prescribed by the City Council. In the event of any dispute as to rates or rules, the City Council of the City of Banning reserves the right to determine the applicability of the rate or rule in question.

B. SPECIAL CONDITIONS OF SERVICE

~~The Electric Utility Superintendent~~The BEU Deputy Director may establish and enforce charges for furnishing to any installation of a character not adequately provided for by these rates and rules, provided that such charges shall be consistent with rates and charges prescribed here in.

~~C. WATER UTILITY RULES~~

~~Rule #3, #4, #5, #7, #8, and #9 shall apply to the Water Utility of the City of Banning~~.

NOTE

The provisions of these Rules and Regulations are intended to be in accordance with the latest revisions of the following regulations, but are not intended to be a substitute for said regulations:

- General Order 95, Rules for Overhead Electric Line Construction
- General Order 128, Rules for Construction of Underground Electric Supply and Communication Systems
- National Electric Code (NEC)
- National Electric Safety Code (NESC)
- American National Standard C84.1
- Electric Utility Service Equipment Requirements Committee (EUSERC) drawings and guidelines
- City of Banning~~.~~ Municipal Code Chapter 13.05

Service installations must meet the minimum requirements of the above regulations. When the requirements of BEU Rules and Regulations are more stringent than the above regulations, BEU Regulations will apply.

BEU Rules and Regulations are intended to assist Customers to understand the requirements to obtain service from BEU. BEU is not responsible for the incompleteness or inaccuracy of this document. Customers are advised to design their electrical systems in accordance with applicable codes.

ELECTRIC RULE NO. 1~~—~~
DEFINITIONS

The following rules are effective within the City of Banning and areas served by ~~the Electric Department~~BEU as approved by the City Council.

A. All rules herein set forth are subject at all times to change. ~~Reasonable~~A reasonable effort will be made to issue revised copies whenever any changes so require. Copies of the rules in ~~affect~~effect will be kept up-to-date and on file in the offices of ~~the Electric Department~~BEU and the City Clerk. Consumers or others contemplating any expenditures or activities governed by these rules should assure themselves that they have the latest correct information by visiting, telephoning or otherwise contacting ~~the Department.~~BEU.

B. For the purpose of these rules, the following terms shall be construed to have the following meanings:

ADDED FACILITIES
: The facilities provided by BEU at the request of an Applicant, which are over and above BEU's standard facilities, including but not limited to Preferred/Emergency Service.

ADVANCED ELECTRIC METER
: A meter that wirelessly transmits Customer electric consumption data for operation and billing purposes to BEU on a periodic or event-driven basis, including but not limited to specialty meters.

APPLICANT
: The person, partnership, corporation, public agency, or other organization making application to ~~the Department~~BEU for electric service.

APPLICATION
: A request for electric service made in person at the Commercial Office, or a written request for service, which shall include necessary fees to cover deposits, connection charges, or line extensions costs.

BANNING ELECTRIC UTILITY (BEU)
: The City of Banning Electric Utility, a municipal utility supplying electric service within the City of Banning service territory.

BILLING DEMAND
: The load or demand used for computing charges under rate schedules based on the size of the consumer's load ~~or demands~~characteristics. It may be connected load, the measured maximum demand, or a modification of either as provided for by the applicable rate schedule.

BILLING PERIOD

The time interval between two consecutive meter readings that are taken for billing purposes.

CITY

The City of Banning, a municipal corporation.

CITY COUNCIL

The governing body of the City of Banning, California.

CLASS OF SERVICE

The categories of electric service established by the various electric Rate Schedules.

COMMERCIAL SERVICE

Service to an enterprise engaged in the selling of, or manufacturing of, goods, and to the rendering of services, including housing service, such as hotels and apartments, and to educational service such as schools and colleges.

COMMERCIAL OFFICE

Offices of the City of Banning Electric ~~Department~~Utility located at ~~99~~176 E. ~~Ramsey~~Lincon Street in Banning, California, Phone (~~909~~951) 922-3260.

CONNECTED LOAD

The sum of the rated capacities of all of a consumer's equipment that can be connected to ~~the Department's~~BEU's lines at one time~~.~~ as more completely described in the rate schedules. Such capacities shall be the name plate ratings, or that capacity determined by meter consumption data.

CONNECTION CHARGE

Charges required for each application for service, or for service transfer.

CONSUMER AND/OR CUSTOMER

The person in whose name service is rendered as evidence by the signature on the application, contract, or agreement for service, or in the absence of a signed instrument by the receipt and payments of bills regularly issued in ~~his~~their name, regardless of the user of electric service. A Customer may also be a party with whom BEU is doing business, with or without a billing relationship, or who is receiving benefit of electric service under another party's name.

~~CUNSUMER'S~~CONSUMER'S MAILING ADDRESS

The address as given in a consumer's application for service, or other address as may be given by the consumer to ~~the Department~~BEU to which any bill, notice or other communication is to be mailed, email, text, and or other applicable medium.

CUSTOMER CHARGE

That portion of the charge for service which is a fixed amount without regard to connected load, demand, or energy consumption in accordance with the rate schedule.

DATE OF PRESENTATION

The date upon which a bill is mailed~~,~~ or delivered to the consumer by ~~the Department~~BEU.

DEMAND CHARGE

The portion of the charge for electric service which varies with the billing demand in accordance with the requirements of the applicable rate.

~~DEPARTMENT~~

~~The City of Banning Electric Department, a municipal utility supplying electric service within the City of Banning.~~

~~DEPARTMENT'S~~BEU's CONVENIENCE

The term refers to the utilization under certain circumstances of facilities not ordinarily employed which contribute to the overall efficiency of the City's operation.

~~DISTIBUTION~~DEPUTY DIRECTOR

Deputy Director of Banning Electric Utility (BEU).

DISTRIBUTED ENERGY RESOURCE (DER):

Customer power generation and storage resources typically located on Customer Premises operated for the purpose of supplying all or a portion of the Customer electric load. DERs consist of a range of small-scale modular devices designed to provide electricity and/or thermal energy. DERs include, but are not limited to, fossil and renewable energy technologies such as photovoltaic arrays, wind turbines, micro turbines, reciprocating engines, fuel cells, combustion turbines, steam turbines, energy storage devices such as batteries and flywheels, and combined heat and power systems.

DISTRIBUTED GENERATION RESOURCE:

A source of electricity utilizing small-scale renewable power generation technologies including, but not limited to, solar panels on the roofs of buildings and small wind turbines, which provide an alternative to or an enhancement of a traditional electric power system and reduce the amount of energy lost in transmitting electricity since power is generated near where it is used.

DISTRIBUTION LINES

Overhead pole lines and/or underground facilities consisting of conduit and cable which are operated at nominal distribution voltages.

DIVERSION (ENERGY DIVERSION)

Any activity described in California Penal Code section 498(b), as may be amended from time to time.

DOMESTIC SERVICE

Service for residential use ~~in residential areas~~at a dwelling premises.

ENERGY CHARGE

That portion of the charge for electric service which varies with the quantity of energy consumed in accordance with applicable rate.

~~FCA~~

~~Fuel cost adjustment factor.~~

HP

Horsepower.

KW

Kilowatt.

KWH

Kilowatt-hour.

KVAR

KiloVAR, reactive power.

KVARH

KiloVAR-hour.

LINE ~~ETENSIONS~~EXTENSIONS

All material and equipment required to extend electric service to the consumer's point of delivery from ~~existing facilities of the Department. This does not include service drops, meters, or the consumer's service equipment.~~BEU facilities.

~~MAILED~~

~~Any notice or communication will be considered "mailed" when properly addressed and deposited in any United States Post Office Box, postage prepaid.~~

MAXIMUM DEMAND

The average kilowatts during the specified time interval when the customer's use is greatest, as shown by meters installed by ~~the Department~~BEU.

METER

The instrument and related equipment used for measuring the amount of energy, or energy and demand delivered to the consumer. This does not include the instrument board or enclosures. Meters are the property of ~~the Department~~BEU.

MINIMUM CHARGE

The least amount for which service will be rendered for a billing period.

MULTIPLE FAMILY DWELLING

An apartment building, duplex, court, or any group of residential units upon a single premises, providing the residential units therein meet the requirements of single-family residences. Hotels, tourist camps, motels, trailer parks, consisting primarily of guest rooms will not be classed as Multiple Family Dwellings.

NOMINAL VOLTAGE

~~The nominal voltage of a circuit is the approximate voltage between conductors in a circuit or system of a given class, assigned for the purpose of convenient designation. For any special nominal voltage, the operating voltage actually existing at various points and at various time on the system is subject to normal distribution variation.~~

~~RKVAH~~

~~Reactive kilovolt-ampere-hour.~~
The voltage value assigned to electric circuit or system to designate its voltage class.

PERMANENT SERVICE

Service which is of a permanent and continuous nature, and not subject to seasonal disconnects or temporary purposes.

PERSON

Any individual, corporation, partnership, public agency, or other organization operating as a single unit.

POINT OF CONNECTION / DELIVERY

The location on the consumer's premises, determined by BEU, in which connections are made between the consumer's equipment and the service of BEU.

POWER SERVICE

Service to any apparatus or equipment used for purposes other than lighting such as apparatus transforming electric energy into mechanical motion for manufacturing or pumping. This will include heating and lighting as required in the applicable rate.

PREMISES

All real property, buildings, and appurtenances occupied by an owner, lessee, or tenant as a dwelling or a business, commercial or industrial enterprise upon an integral parcel of land undivided by a street, highway or other public thoroughfare.

PULL BOX

An enclosure for joining conductors which also ~~provide~~provides by its size, arrangement, and location the necessary facilities for pulling the conductors into ~~lace~~place. This term as used here includes structures also known as "manhole", "hand hole", and "switch board pull section".

RATE SCHEDULES

May be one or more ~~rate sheets~~rates describing the charges and conditions for a class or type of service, service characteristics and the conditions required for the particular service.

SERVICE CHARGE

~~That portion of the charge for service conductor or material in excess of free length.~~

The charge for any services rendered by BEU, including cost of materials.

SERVICE ~~WIRES~~CONDUCTORS OR CONNECTION

The group of conductors, whether overhead or underground, necessary to connect the service entrance conductors of the customer to ~~the Department's~~BEU's supply line, regardless of the location of ~~the Department's~~BEU's meters or transformers. ~~An overhead service connection,~~

Overhead Service Connection sometimes referred to as a "service drop", is the group of conductors between the customer's building or other permanent support and ~~the Department's~~BEU's adjacent pole.

Underground Service Connection refers to the conductors that supply electrical power from BEU asset (a transformer, switch, manhole, handhole, etc.) to a customer's building or other permanent support.

SERVICE ~~POINT~~CONTRACT

~~The location on the consumer's premises in which the connections are made between the consumer's wires and the service of the Department.~~

A contract that a customer enters with BEU for any services rendered by BEU whether or not it requires the addition, relocation or removal of BEU physical assets.

SINGLE FAMILY DWELLING

A house, apartment or any other residential unit having a kitchen and cooking facilities~~,~~ and is used by a single family for residential ~~purpose~~purposes only.

~~SUPERINTENDENT'S OFFICE~~

~~Offices and stores of the City of Banning Electric Department Maintenance and Operation Section, 176 East Lincoln Street, Phone (909) 922-3260.~~

TEMPORARY SERVICE

Service to premises, or enterprise which are temporary in character, and where it is known that the service will be of limited duration not to exceed 18 months unless approved by BEU.

~~WELDER SERVICE~~

~~Service required for and restricted to welders.~~

~~X-RAY SERVICE~~

~~Service as required for and restricted to X-Ray units~~

ELECTRIC RULE NO. 2~~–~~
DESCRIPTION OF SERVICE

A. GENERAL

1. The character of service at any particular location should be ascertained before construction by inquiry at ~~the electric Utility Superintendent's office~~BEU Corporate Yard Office, 176 East Lincoln Street – Phone (~~909~~951) 922-3260.

2. Service supplied will be alternating current at regulated frequency of 60 cycles. Voltage values stated herein are nominal and in some few instances reasonable variations may occur in actual values, as well ~~at~~as in other conditions of service stated herein.

3. At the option of ~~the Department~~BEU, any phase, voltage or demand specifications may be modified because of service conditions at the location involved.

4. Each service shall have a service main disconnecting device with an ampere rating equal to or less than the ampere rating of the terminating pull section or the service conductors. Where there are multiple services, the total ampere rating of all service main disconnecting devices including taps to the terminating pull section shall be equal to or less than the ampere rating of all service conductors.
5. All protection systems and conductor sizing and requirements shall be per NEC, and other applicable authorities recognized by BEU. All applicable codes shall be followed.

B. ~~SINGLE~~ PHASE ~~SERVICE~~AND VOLTAGE SPECIFICATIONS

1. Standard Nominal Voltages

   a. Distribution voltages: 120, 120/240, 120/208, 277/480, 7200/12470

   b. All customer-owned utilization equipment must be designed and rated in accordance with utilization voltages specified by the American National Standard C84.1 for customer equipment to perform satisfactorily.

   c. The utility system is designed and maintained to provide service voltage levels at the customer's main switch as specified by the American National Standard C84.1. BEU has no control over the customer's utilization voltage that results from voltage drop in customer's wiring.

   d. While average voltages are maintained as described in Paragraph B.1.a above, it must be recognized that short term voltage excursions (transients) exceeding these levels can occur as the result of normal systems operations (circuit

switching, motor start-up, etc.). Equipment containing microprocessors or other sensitive electronic components can be damaged or otherwise rendered inoperative by such transients. It is the customer's responsibility to determine the suitability of the supplied power, and to provide any necessary power conditioning equipment.

2. Single Phase Service

Voltage	Minimum Load Allowed	Maximum Load Allowed
~~120~~120[1]	none	1 – 15 amp circuit ~~-~~or 1 ~~—~~– 20 ~~-~~amp ~~-~~circuit
120/240	~~none~~None	400 amp main switch
~~240~~240[1]	~~none~~None	~~400p~~400 amp main switch

[1]Existing 120 or 240 volt services shall continue receiving service, however, all new single phase services shall be 120/240 V.

~~b.~~a. Single-phase service is supplied generally ~~at 120 or 240 volts, or higher, through two wires, or~~ at 120/240 volts through three wires. Single-phase loads, when supplied at 120/240 volts must be reasonably balanced as between the two sides of the service with respect to the neutral wire.

~~c.~~b. Single-phase loads with a service switch capacity of 400 amperes or less at 120/240 volts, normally will be supplied through one main meter. Where such service switch is in excess of 400 amperes, ~~the Department's~~BEU's engineers shall be consulted regarding metering requirements and related facilities, including switches and circuits.

~~0. When two or more single-phase services are to be totalized for any one customer, the Department may require that his individual service switches all be of the same size and that the load be reasonably balanced as between phases.~~

~~C. THREE PHASE SERVICE~~

3. Three Phase Service

Voltage	Minimum Load Allowed	Maximum Load Allowed	Maximum Capacity Allowed
~~240~~240[2]	~~10 HP.~~	500 kVA	-
120/208	~~30 HP.~~	500 kVA	1500A
277/480	~~30 HP.~~	~~1500~~2500 KVA	3000A

[2]Existing 240 V service shall continue receiving service, however, all new three phase services shall be 120/208 or 277/480 volts.

ALL OTHER VOLTAGES – CONSULT ~~THE DEPARTMENT~~BEU

~~0.~~ Three-phase service is normally furnished ~~at 240 volts and at 480 volts, or higher, through three wires. However, in certain instances, such service may be furnished~~ through four wires at 120/208 volts~~, 277/480 volts, or at other such standard voltages where in the opinion of the Department concentrated loads dictate spot transformations and special character and size of such load total warrants. Load~~ or 277/480 volts. The load connected to a three-phase service shall be reasonably balanced as between phases.

~~c.~~a. ~~The Department~~ Note: Existing 240 V services shall ~~not be required to supply three-~~continue receiving service, however all new three phase ~~service in any single family residential district~~services shall be 120/208 or 277/480 volts.

~~d.~~b. ~~The Department~~BEU will furnish primary service (at ~~4,160 volts,~~ 7200/12,~~000~~470 volts, or other voltages as may be specified by ~~the Department~~BEU) only when, in its opinion, the size or special furnishing service on such basis.

~~D~~C. MOTOR LOADS

1. Single-phase, 120/240 volt service may be supplied where the total motor load does not exceed ~~15~~10 horsepower and the locked rotor current of the largest piece of equipment does not exceed ~~150~~220 amperes ~~and a running current of 28 amperes.~~.

~~2. Motors having a running current greater than 7 1/2 amperes must be connected at not less than 240 volts.~~

~~3.~~2. Three-phase ~~240 volt~~ service ~~generally will~~shall be supplied for motor installations totaling more than 10 horsepower.

~~4.~~3. Three-phase 277/480 volt service may be supplied for motor installations where the aggregate load including other power is 50 hp or more~~; in general such service will be furnished only in localities zoned for major industries, and the Department~~. BEU may not be required to continue such service if connected load is reduced to below 50 hp.

~~5.~~4. All motors which may cause excessive voltage fluctuation must be equipped with approved corrective apparatus.

~~E~~D. MOTOR PROTECTION AND EQUIPMENT

Customer's motor equipment must conform with the following requirements:

1. Motors that cannot be safely subjected to full rated voltage ~~on~~upon starting or that drive machinery of such a nature that the machinery itself, or the product it handles will not permit the motor to resume normal speed upon the restoration of normal supply voltage shall be equipped with devices that will disconnect them from the line upon failure of supply voltage and that will prevent the automatic reconnection of the motors upon restoration of normal supply voltage.

2. All motors of 1 hp or larger shall be equipped with thermal relays fuses, or other automatic ~~over current~~overcurrent interrupting devices to disconnect completely such motors from the line as ~~a~~ protection against damage due to overheating.

3. Three-phase motors driving equipment such as elevators, hoists, tramways, cranes, ~~cranes,~~ conveyors, or ~~other~~any equipment which would create hazard to life in the event ~~-~~of uncontrolled reversal of motor rotations, shall be equipped with reverse phase and open phase protection to disconnect ~~-~~completely the motors from the line in the event of phase reversal or loss of one phase.

4. All motors rated ~~20~~at 10 hp or more at ~~240 volts~~120/208volts three-phase and motors rated over 50 hp at 277/480 volt three-phase shall be controlled by reduced voltage starters.

5. Motors connected to a three-phase service shall include single-phasing detection and Tripping capabilities in their motor protection scheme.

6. Any machinery (such as wind machines) controlled with automatic reclosing switches must be equipped with suitable time-delay devices, such as hereinafter specified, at the customer's expense, to permit the required adjustment of the time of

reclosure after interruption of service. A suitable time-delay device, within the meaning of this rule, is a relay or other type of equipment that can be present to delay with various time intervals the reclosing of the automatic switches (and the consequent starting up of the electric motors on the wind machines) and to stagger the reconnection of the load on BEU's system, and such device must be constructed so as effectively to permit a variable overall time interval of not less than five minutes with adjustable time increments of not greater than ten seconds. The particular setting to be utilized for each separate installation is to be determined by BEU. Any such service may require the installation of a Power Quality Meter.

E. ALLOWABLE MOTOR STARTING CURRENTS

1. The starting current drawn from BEU's lines shall be considered the nameplate locked rotor current or that guaranteed by the manufacturer.

   At its option BEU may determine the starting current by test, using a stop ammeter with not more than 15% overswing or an oscillograph, disregarding the value shown for the first 10 cycles subsequent to energizing the motor. If the starting current for a single motor exceeds the value stated in the following tables, reduced voltage starting or other suitable means must be employed, at the customer's expense, to limit the current to the value specified.

Table 1 Alternating Current – Single Phase Motors		
Rated Size	Allowable Locked Rotor Currents	
	120	240 V
1 hp and less	-	36 amperes
1 1/2 hp		48 amperes
2 hp		60 amperes
3 hp		80 amperes
5 hp		120 amperes
7 ½ hp		170 amperes
10 hp		220 amperes

Table 2 Alternating Current – Three Phase Motors		
Rated Size	Allowable Locked Rotor Currents	
	208 V	480 V
3 hp	71 amperes	32 amperes
5 hp	102 amperes	46 amperes
7 1/2 hp	140 amperes	63 amperes
10 hp	179 amperes	81 amperes
15 hp	257 amperes	116 amperes
20 hp	321 amperes	145 amperes
25 hp	404 amperes	183 amperes
30 hp	481 amperes	218 amperes
40 hp	641 amperes	290 amperes
50 hp	802 amperes	363 amperes
60 hp		435 amperes
75 hp		535 amperes
100 hp		725 amperes

F. MISCELLANEOUS POWER LOADS / INTERFERENCE WITH SERVICE

1. Power equipment may be added and operated on the regular ~~light~~service meter, provided the starting and stopping or fluctuating load characteristics do not cause objectionable voltage fluctuation in any service rendered by ~~the Department.~~BEU. The use of power equipment on ~~lighting~~service meters must have the approval of ~~the Department. The Department~~BEU. BEU may require that any customers whose load is unusually intermittent or subject to violent fluctuations such as ~~in the case of~~ hoists, welders, x-ray equipment, furnaces or motors with high starting current, which may impair the service to other customers shall install at ~~his~~their own expense suitable equipment to limit the voltage fluctuations caused by the equipment involved. Failure to comply may result in discontinuation of service.

2. Prior to the installation of any new electric arc furnace or design modification of an existing furnace, the customer shall provide basic design information for the installation to aid BEU in determining a method of service and the allowable level of load fluctuations.

3. Any customer who superimposes a current of any frequency upon any part of their electrical system, other than the current supplied by BEU, shall, at their own expense, prevent the transmission of such current beyond their electrical system and get approval from BEU.

G.

ADDED FACILITIES Added facilities are facilities provided by ~~the utility~~BEU which are in addition to, or in substitution for, the standard facilities which the utility would normally install. When a customer makes written application for added facilities and the installation of such facilities is under the following conditions:

The customer ~~shall pay~~is responsible for the ~~Department~~cost of the ~~difference in cost between the~~installation and removal of added equipment and the equipment normally supplied. Any increase in ~~installation~~ cost will be added to these charges.

~~1. In the event that the added facilities are abandoned prior to five years from the date service is first rendered from the added facilities, the customer will pay to the utility the cost of removal.~~

H. REVENUE INSUFFICIENT TO WARRANT EXPENSE

Whenever the estimated annual revenue, in the opinion of ~~the Department~~BEU, from a proposed new service, or a proposed increase in load on an existing service, or from a proposed renewal following discontinuance thereof, does not justify the additional investment necessary for local distribution facilities, then ~~the Department~~BEU may require contributions in whole or in part relative thereto, or may require suitable guarantees which will warrant making expenditure for the service.

I. UNDERGROUND SERVICE MANDATORY

Installation of electrical distribution service facilities for all new, relocated or rebuilt residential, commercial and industrial services shall be underground unless otherwise approved by BEU.

K. WAVE FORM AND POWER FACTOR

BEU may require that the wave form and power factor of current drawn by a customer's equipment of any kind be in conformity with good engineering practice (greater than 90% leading or lagging). The customer shall be responsible for the cost of installation of BEU Power Quality Meter to verify power quality. BEU shall charge power factor correction (kVAR) charge until the issue is corrected.

L. SELF-GENERATION PROGRAM

Applicable to all end-use Eligible Customer-Generators; an Eligible Customer Generator is a residential, commercial, industrial, or agricultural Customer who uses a Renewable Electrical Facility, or a combination of those facilities, that is located on the Customer's owned, leased, or rented premises, and is interconnected and operates in parallel with BEU's distribution facilities. The primary intent of such generation is to offset part or all of the Customer's own electrical requirements on the premises with a capacity of the total demand not exceeding 100% of the customer historical consumption. For a Customer who does not meet the historical consumption requirement, the allowable capacity of self-generation shall be per BEU sizing requirement.

All generation equipment which may cause excessive voltage fluctuation must be equipped with approved corrective apparatus.

All existing customers who wish to participate in self-generation program shall comply with NEC codes to properly size their service panel, buss and feeder conductors when integrating the alternative source to their loads including derating their system where applicable.

Parallel Generation with facilities for generation of electric energy, full time or intermittently, may utilize the energy for their own purpose in accordance with the following:

1. Customers generating equipment must be located on the premises being served by the generation equipment.

2. Customer shall install and maintain automatic disconnect switches and other control equipment as required by BEU.

3. All energy generated in excess of the customer's requirements on the premises where the generation equipment is located shall be purchased by BEU in accordance with applicable rates.

ELECTRIC RULE NO. 3~~—~~
APPLICATION FOR SERVICE

A. APPLICATION DATA

Each applicant for electric service in the City of Banning and contiguous territory, served by ~~the Department may be~~BEU is required to sign an application on a form provided by the City's Utility Billing and will be required to furnish the following items before service can be provided~~.~~ as needed. Mailing address is:

City of Banning Utility Billing
99 East Ramsey Street, PO Box 985, Banning, CA 92220
Phone: (951) 922-3185

1. Name and address of applicant.
2. Name and address of property owner.
3. ~~Applicants Drivers~~Driver License ~~number~~Numbers of applicants.
4. ~~Applicants~~ Social Security ~~number~~Numbers of applicants.
5. Address of premises to be served.
~~6. Unit service will be connected.~~
6. Provide the number of units if applicable.
7. Service use ~~and rate schedule applied~~.
8. ~~Has premises been served previously or does it require a~~ Complete new service ~~drop~~questionnaire with load calculations.
~~9. Main switch capacity.~~
~~10~~9. Information required to establish credit. Rule ~~and Regulation #~~No.5.
~~11. Is service single phase or three phase.~~
~~12~~10. Any other reasonable information ~~the Department~~BEU may require to provide service.
~~13.~~ 11. Pay ~~connection charge~~applicable fees as required.

This application is merely a request for service and does not in itself bind ~~the Department~~BEU to serve, except under reasonable conditions, nor does it bind the applicant to take service for a longer period than the minimum requirements of the rate.

B. INDIVIDUAL LIABILITY FOR JOINT SERVICE

Two or more persons who jointly apply for service on one application or contract shall be jointly and severally liable there under and shall be billed by a single bill for each billing period~~.~~, bill provided to the person designated on the application to receive the bill.

~~C.~~Whether or not BEU obtains a joint application for service, all adults who occupy the Premises and receive the benefit of service are responsible jointly and severally for the payment of the bills for utility services used, unless BEU, in writing, acknowledges that one or more of the adult occupants is not responsible. Those receiving benefit of service

at the Premises may include the Applicant, i.e. the Customer of record, and/or a number of other adults, such as in the case with multiple roommates. When the Applicant, i.e., the Customer of record vacates the Premises, the remaining adults, who benefited from the utility services, can be held liable for the utility billings incurred during the period they resided at the Premises. BEU may deny or discontinue service for nonpayment of a delinquent bill when BEU determines that the Applicant or one or more of the adults, or roommates continue to occupy the Premises. In addition, BEU may deny or discontinue service to an Applicant at a new address, if a delinquent utility billing remains unpaid from a prior service address, in which BEU has determined that the Applicant was a roommate.

C. CHANGE IN CUSTOMER'S EQUIPMENT OR OPERATIONS

A customer who is planning changes in the number, size or type of utilization of equipment, or of operation changes which will change the demand on the service equipment, shall notify ~~the Department~~BEU in advance as to the nature of the change and to the extent of the change. Applicants shall submit load change by completing BEU Service Questionnaire (NSQ).

D. INSPECTION

Before service may be connected to a new building, or to existing service equipment which may have been altered or modified, a complete and approved inspection must be made by the authorities having jurisdiction~~, and a copy of or approval submitted to the Department by the Building Department~~.

~~E.~~E. CUSTOMER PAYMENT RESPONSIBILITIES

No new service will be extended to a premises until all previous delinquencies on that premises have been paid.

~~F.~~ No service will be extended to a customer at a new location until all bills at a prior address have been paid in full.

F. CONNECTION PERIOD

Electric service will be connected ~~on the first~~within two working ~~day~~days after ~~completion of Rule and Regulation #3, #4, #5, and #6.~~an account has been established.

~~No~~Any connections or reconnections ~~will be~~ made on weekends, holidays, or after hours shall be charged additional fees.

ELECTRIC RULE NO. 4~~—~~
CONTRACTS

~~A. WHEN SERVICE CONTRACTS ARE REQUIRED~~

A. A contract or agreement to take and pay for service will not ~~b~~be required as a condition precedent to service except:

1. When required by a provision in the tariff schedule.

2. When it is necessary to install a line extension~~, in which case a contract for a period of five years may be required~~.

3. When it is necessary for ~~the Department~~BEU to make major expenditures to increase the capacity of the existing service equipment~~, in which case a contract for three years may be required.~~.

~~4. When the Department is requested to install protective dawn to dusk lights.~~

~~B. WHEN FACILITIES CONTRACTS ARE REQUIRED~~

B. A contract or agreement to pay for use, installation, or removal of facilities will be required:

1. When the provisions of the tariff schedule so specify, in which case the term of the contract will be governed.

2. Where an applicant or customer desires new or increased distribution facilities for temporary service, in which case ~~the Department~~BEU may require a cash payment in advance or otherwise for the estimated installed cost plus the estimated cost of removal, less the estimated salvage cost of the facilities necessary for providing service in accordance with Rule ~~& Regulation #~~No. 12 (Temporary Service).

3. Where any person, customer, or otherwise desires ~~the Department~~BEU to modify, rearrange, relocate, or remove any of its facilities, ~~the Department~~ if ~~it~~BEU agrees to make such changes, may require the person or party making the request for the changes to be made~~,~~ to agree to pay ~~the Department~~BEU in advance or otherwise, the cost to ~~the Department~~BEU to make the changes.

ELECTRIC RULE NO. 5~~–~~
ESTABLISHMENT AND RE-ESTABLISHMENT OF CREDIT

Each applicant for electric service, either domestic or commercial, shall be required to make a cash deposit in accordance with Rule ~~and Regulation #~~No. 6 ~~and~~or establish credit by one or more of the following.

A. ESTABLISHMENT OF CREDIT – DOMESTIC SERVICE

1. If applicant is in possession of, or is acquiring, a deed to the property to be served.

2. If applicant has been a city utility customer for one year or more within the past two years with an acceptable payment record, with billing amount of previous utility service equal to 50 percent or more of the estimated billing amount for the new service.

~~3~~3. The previous electric service was not disconnected by BEU during the last twelve (12) months due to non-payment or Diversion (as defined below).

Diversion: If an applicant has committed any form of Diversion (as defined below), BEU may require a deposit, and this deposit shall be referred to herein as the Diversion Deposit. For this rule and Rule No. 6, Diversion shall mean any activity described in California Penal Code section 498(b), as may be amended from time to time. This security shall be in the form of cash, certificate of deposit, or acceptable form of payment, and the amount of this security shall equal that amount prescribed in Rule No. 6. The Diversion Deposit is a deposit, which is separate from the Service deposit.

4. If applicant has two years or more of recent stable employment with one company, plus two acceptable answers to the following credit validation questions:
   (a) Checking account.
   (b) Credit cards or charge accounts.
   (c) Phone number.

5. Any other forms that the City deems acceptable for creditworthiness.

B. ESTABLISHMENT OF CREDIT – OTHER THAN DOMESTIC SERVICE

1. If an applicant (other than a corporation) is in possession of, or is acquiring, a deed to the property to be served.

2. If applicant has been a utility customer for a similar type of service for one year or more within the past two years with an acceptable payment record, provided that the periodic bill for such service was equal to at least 50 percent of that estimated for the

new service, and provided further that the credit of the applicant is unimpaired in the opinion of the City.

~~—~~3. If an applicant furnishes a guarantee~~,~~ satisfactory to the City to secure payment of bills for service.

4. If applicant provides a surety bond or a Certificate of Deposit in lieu of cash deposit as prescribed in ~~the rule relating to deposits~~Rule No. 6.

5. Provide ~~double~~a cash deposit~~.~~ at least twice the estimated average monthly bill but not less than the deposit stated in Rule No. 6

C. RE-ESTABLISHMENT OF CREDIT – ALL CLASSES OF SERVICE

1. An applicant who previously has been a customer of the City and whose service has been discontinued by the City during the past twelve months of that prior service because of non-payment of bills, will be required to re-establish credit by depositing the amount prescribed in ~~the section covering deposits~~Rule No. 6, and by paying bills regularly due, except, an applicant for domestic service will not be denied service for failure to pay such bills for other classes of service.

2. Any customer who has had service disconnected for non-payment and has had ~~his~~their deposit returned previously will be required to pay all due bills, re-establish credit and make a deposit as required by Rule ~~and Regulation #~~No. 6.

3. Any customer who ~~had~~has had service discontinued at ~~his~~their request and desires service after a six (6) month period must make a deposit as required in Rule ~~and Regulation #~~No. 6 and re-establish credit.

ELECTRIC RULE NO. 6~~–~~
DEPOSITS

A. DEPOSIT REQUIRED

1. The amount of deposit required to establish or re-establish credit is twice the estimated average monthly bill, but in no case less than ~~$20.00~~150.00.

   For Diversion Deposits, the deposit shall be twice the amount of the estimated loss to BEU resulting from the Diversion, but in no case shall the amount be less than $250.

2. If at any time the City of Banning Utility Billing determines the lack of a deposit or that the amount of an existing deposit no longer equals the amount of deposit required, it may require the Customer to provide a deposit or an increase in the amount of the existing deposit. A reevaluation of the deposit amount will be triggered when a customer has more than one occurrence of late payment, returned items (including, but not limited to, bad checks and reversed credit card charges), or Diversion.

B. RETURN OF DEPOSIT

1. Upon discontinuance of service, the City shall refund the customer's deposit or the balance in excess of the unpaid bills for service.

2. After the customer has paid bills for service for twelve (12) consecutive months without having had more than one notice mailed on an overdue bill, the City will refund the deposit or credit towards future utility bills.

3. BEU will only make refunds of deposits to those Customers appearing on BEU account. There shall be no interest paid on deposits.

ELECTRIC RULE NO. 7~~–~~
NOTICES

A. NOTICES TO CUSTOMERS

When notices from ~~the Department~~BEU to a customer are required, they will be ~~given in writing, either mailed~~sent to the customer address as given in a consumer's application for service, or ~~delivered~~other address as may be given by the consumer to ~~him; except that~~BEU to which any bill, notice or other communication is to be mailed, email, text, and or other applicable medium. Except in emergencies, ~~the Department~~BEU may give oral notices.

B. NOTICES FROM THE CUSTOMERS TO ~~THE DEPARTMENT~~BEU

Notices from the customers to ~~the Department~~BEU may be given by written communication mailed to ~~the Department~~BEU Office or may be given orally by the customer or ~~his~~their authorized agent at ~~the Department~~BEU Office, except when written notice is specified in tariff schedules.

BEU Corporate Yard Office
176 East Lincoln Street, Banning CA, 92220
Phone: (951) 922-3260

For billing questions/concerns:

City of Banning Utility Billing
99 East Ramsey Street, Banning, CA 92220
Tel.: (951) 922-3185
Email: ubweb@banningca.gov

ELECTRIC RULE NO. 8~~–~~
RENDERING AND PAYMENT OF BILLS
(Resolution 1986-42)

A. METER READINGS

1. Meters shall be read as nearly as possible at regular intervals. Such regular meter readings normally shall be monthly or bi-monthly but may be at other intervals as established at the discretion of ~~the Department~~BEU.

2. If for any of the following reasons the meter ~~can not~~cannot be read, the KWH consumption will be estimated.

   a. ~~Un-metered~~Unmetered service.
   b. Meter is inaccessible or ~~can not~~cannot be read.
   c. ~~-~~Meter fails to register correctly.

B. ESTIMATED KWH CONSUPTION

Whenever ~~the Department~~BEU is unable to obtain meter readings, the KWH consumption will be estimated by ~~the Department~~BEU as follows~~-~~:

1. Previous consumption by metered service to the premises; or

2. The average consumption for the corresponding billing periods during which the meter is known to have registered correctly; or

3. The consumption as registered by a substitute meter; or

4. By giving consideration to the nature of use, volume of business, seasonal demand, any other factors that may assist in determining such consumption.

C. BI-MONTHLY BILLING

When meters are read bi-monthly for the convenience of ~~the Department~~BEU the charge for service rendered in each two-month period shall be computed ~~bydoubling~~by doubling the customers service charge and by doubling the monthly quantities in each rate block and applying the rate thereto.

D. ~~PROBATION~~PRORATION OF BILLS

Rate schedules stated on a monthly basis are related to a thirty-day consumption interval as a standard month. Whenever actual meter read intervals differ from a standard thirty-day period, bills related thereto computed from monthly schedules are subject to ~~priorationproration~~ on a thirty-day basis. In computing and rendering regular bills, minor

variances between actual read intervals and any established regular read interval need not be considered, in accordance with the following:

1. Where bills are regularly rendered monthly, computation from monthly rate schedules may be made directly, whenever actual read intervals do not vary by more than five (5) days (greater or lesser) from the standard thirty-day interval.

~~2. On opening accounts, the Department may omit the initial billing when such billing period is less that five (5) days on monthly accounts and less than ten (10) days on bi-monthly accounts.~~

E. READINGS OF SEPARATE METERS NOT COMBINED

For the purpose of computing charges, each meter upon the consumer's premises shall be considered separately, and readings of two or more meters shall not be combined as equivalent to measurement through one meter, except as may be authorized by ~~the Department~~BEU.

F. TIME AND MANNER OF PAYING BILLS

Bills are due and payable on presentation and become delinquent ~~fifteen (15~~twenty (20) days after mailing. After a bill is delinquent, ~~the Department~~BEU may discontinue electric service and turn off the electricity after giving appropriate written notice~~.~~ in accordance with Rule No. 9. Charges for connection or reconnection of service, payments for deposits or to reinstate deposits, and the entire delinquent bill shall be paid in full before service shall be connected or reconnected.

~~ELECTRIC RULE NO. 9 –~~ G. ENERGY BILL ASSISTANCE

1. BEU offers Low Income Assistance Program for qualified Customers that grants discount in their utility bill. Customers need to apply for this program by completing City of Banning Low Income Assistance Application. Contact information to request application forms is:

City of Banning Electric Utility, Public Benefits
176 E. Lincoln St, Banning, CA 92220
Tel.: (951) 922-3260
Email: PublicBenefits@banningca.gov

2. BEU offers eligible Customers discount through the City of Banning Medical Discount Application for electrically operated life-support devices and for medically required additional cooling and/or heating. Customers can apply for this assistance by completing the Medical Discount Application. Contact information to request application forms is:

City of Banning Electric Utility, Public Benefits
176 E. Lincoln St, Banning, CA 92220
Tel.: (951) 922-3260
Email: PublicBenefits@banningca.gov

G. LEVEL PAYMENT

The City Banning Utility Billing offers certain eligible Customers participation in a level pay program which allows an eligible Customer to have level payments over a twelve-month period ("Level Pay"). Customers must meet the City of Banning Level Pay Plan Program Terms and Conditions to qualify. Contact information to request application forms is:

City of Banning Level Pay Plan Program
99 East Ramsey Street, Banning, CA 92220
Tel.: (951) 922-3185
Email: ubweb@banningca.gov

H. RETURN PAYMENT

The City of Banning Utility Billing will assess a return item charge for any form of payment that is returned from the bank for any reason. If the returned item was returned for payment on a prior 48-hour notice of disconnection, service may be terminated without further notice.

I. PENALTY FOR NONPAYMENT OF BILL

The City of Banning Utility Billing will assess a basic penalty for nonpayment of a bill in the amount of $18 per delinquent bill. BEU may discontinue service if a customer has more than two (2) delinquent bills in a 12 month period.

ELECTRIC RULE NO. 9
DISCONTINUANCE AND RESTORATION OF SERVICE

A. PAST DUE BILLS

Bills rendered will be considered past due if not paid within ~~15~~20 days after date of presentation.

B. NONPAYMENT OF BILLS

~~1.~~ 1. If City of Banning Utility Billing has not received payment by the due date, first past due notice shall be provided to the Customer. If City of Banning Utility Billing has not received payment by the due date of the first past due notice, a final past due and discontinuance of service notice shall be provided to the Customer in the ways noted in Rules No. 7. When a bill for utility service has become past due and a discontinuance of service notice for nonpayment has been issued, service will be discontinued if the bill is not paid within the time required by such notice. Customer deposit to establish credit will not be used as payment to avoid discontinuance of service.

2. A customer's service may be discontinued for nonpayment of a bill for service previously rendered ~~him~~them at any location served by ~~the Department~~BEU provided such bill is not paid within 5 days after presentation of a notice that present service will be discontinued for nonpayment of bills for other classes of service.

3. If a customer is receiving more than one service, any or all services may be discontinued when any service, regardless of location, is discontinued for non-payment. However, domestic service will not be discontinued because of non-payment of bills for other classes of service.

C. UNSAFE EQUIPMENT

~~The Department~~BEU may refuse or discontinue service to a customer if any part of ~~his~~their wiring or other equipment, or the use thereof, shall be determined by ~~the Department~~BEU, to be unsafe or in violation of applicable laws, ordinances, rules or regulations of public authorities, or if any condition existing upon the customer's premises shall be thus determined to endanger ~~the Department's~~BEU's service facilities, until it shall have been put in a safe condition or the violation remedied.

~~The Department~~BEU does not assume any responsibility ~~of~~for inspecting or repairing ~~the~~a customer's behind the meter wiring or other equipment or any part thereof and assumes no liability, therefore.

D. SERVICE DETRIMENTAL TO OTHER CUSTOMERS

~~The Department~~BEU will not provide service to utilizing equipment, the operation of which will be detrimental to the service of ~~the Department~~BEU or its other customers~~,~~ and will discontinue electric service to any customer who shall continue to operate such equipment after having been given notice by ~~the Department~~BEU to cease so doing.

E. FRAUD

The ~~Department~~BEU may refuse or discontinue service if the acts of the customer or the conditions upon their ~~his~~ premises are such as to indicate to it any intent to defraud ~~the Department~~BEU.

F. FAILURE TO ESTABLISH OR RE-ESTABLISH CREDIT

If, for an applicant's convenience, ~~the Department~~BEU should provide service before credit is established or should continue service to a customer when credit has not been re-established in accordance with Rule No. 5, and they fail to establish or re-establish their credit, the customer fails to make a cash deposit, BEU may discontinue service.

G. NONCOMPLIANCE

Except as otherwise specifically provided in this Rule No. ~~9 the Department~~9, BEU may discontinue service to a customer for non-compliance with tariff schedules if, after written notice of at least 5 days, ~~he~~the customer has not complied with the notice. ~~The Department~~BEU may dispense with the giving of such notice in the event there exists in ~~the Department~~BEU opinion a dangerous or unsafe condition, thus rendering the immediate discontinuance of service to the premises imperative.

H. CUSTOMER'S REQUEST FOR SERVICE DISCONTINUANCE

When a customer desires to terminate ~~his~~their responsibility for service, ~~he~~they shall give ~~the Department~~BEU not less than two ~~days~~days' signed notice, either in person or by mail, of ~~his~~their intentions and state the date on which ~~he wishes~~they wish the termination to become effective. A customer will be held responsible for all ~~service~~services furnished at the premises until two days after receipt of such notice by ~~the Department~~BEU or until the date of termination specified in the notice, ~~which ever~~whichever date is later.

I. RESTORATION OF SERVICE RECONNECTION CHARGE

1. ~~The Department~~BEU will require a re-connection charge ~~of $5.00~~based on the cost associated with the work including labor and resources for each service

disconnected, before restoring service that has been discontinued for any reason as required by ~~Rules and Regulation No. 9.~~Rule No. 9. Additional charges may apply for same day service.

2. In the event ~~the~~of unauthorized service ~~is turned on~~reconnection after it has been disconnected, ~~the Department~~BEU may disconnect the service on the pole or remove ~~it's~~its service equipment. In order for the service to be re-connected, the customer ~~must~~may be required to comply with the following:

   a. Re-establish credit.
   b. Make a deposit equal to three times the average monthly bill of the customer, which in no case shall be less than twice the required minimum deposit.
   c. Pay charges for labor, material and equipment required to restore service.
   d. Pay all delinquent bills.

3. Reconnection of service shut off for non-compliance with ~~this Rule~~BEU Rules and ~~Regulation~~Regulations shall be in accordance with Rule ~~and Regulation No. 3 – G~~3.

ELECTRIC RULE NO. 10
ADJUSTMENT OF CUSTOMER BILLING
(Resolution 2019-54)

The Banning Electric Utility ("Utility") intends to provide timely and accurate billing. As a publicly owned and operated not-for-profit retail electrical energy distribution provider, the Utility is a customer centric organization. Occasionally, customers or the Utility may question billing accuracy. This rule and regulation document specifies the process for resolving erroneous billing and billing adjustments.

A. GENERAL

1. The customer or the Utility may cause an electric bill to be reviewed for timeliness, accuracy, applicable tariff and utility charges, or electric service characteristics. The Utility monitors correctness through quality control practices. Customers may question bill correctness by phone, in-person, or in writing within ten (10) days of the bill date. Utility billing staff are responsible for addressing the review and responding to customer inquiries within ten (10) business days. Billing staff will keep the customer apprised of the review status in the event that in-field inspection, equipment testing or replacement, or ongoing system monitoring necessitate an extension of the review period.

2. The customer is invited to review their electrical energy bills in detail and ask as many questions necessary to understand the utility charges and service(s) being provided by the Utility. However, a customer asking for a review of the billing and a potential billing adjustment does not guarantee that an adjustment will be made. A customer may dispute a utility charge on a bill but is expected to pay all portions of their bill not in dispute. Further, in the case of meter accuracy concerns, the customer will be granted one (1) free meter test at the discretion of the Utility Billing Manager. A meter test fee, determined by the Utility, shall be charged for repeated meter test requests. The customer or ~~his~~ their representative are encouraged to witness meter test. Test result within 2% of accuracy is acceptable and does not need replacement of a meter.

3. Utility charges are made up of a variety of billing determinates including, but not limited to: number of days, kWh, kW, kVA, kVAr, service charge, meter charge, public benefit charge, street or security light charges, and discounts (low-income, medical, economic development). The quantities, the prices, or the arithmetical calculations may be in question. Also, electrical service characteristics (i.e. service voltages) may change, or other rate options may occur causing reclassification to be made affecting the billing outcomes.

4. As a result of the review, bills may be recalculated, corrected, modified, or adjusted. The Utility shall provide actual quantities as the basis for adjusting bills where possible. Other

factors such as historical consumption trends, engineering load estimates, or published electrical consumption norms may be used as the basis for adjusting the billing determinates and recalculating a bill for adjustment consideration. The Utility retains the right to establish the quantities and prices used for the billing determinates for adjustment consideration.

B. ADJUSTMENTS

1. *Undercharges:* Where the Utility undercharges a customer for electrical energy services, the Utility may render an adjustment for the amount of the undercharge. The lookback period for residential undercharges is three (3) months and for all other classes of revenue the undercharges cannot exceed the term of the fiscal period or one (1) year whichever the lesser. Adjustments and payment arrangements for any undercharges may be considered at the discretion of the Utility Billing Manager.

2. *Overcharges:* Where the Utility overcharges a customer for electrical energy services, the Utility shall issue a refund or credit to the customer for the amount of the overcharge. The lookback period for all classes of revenue is three (3) years, unless the Electric Utility Deputy Director determines circumstances to warrant a longer lookback period, but not to exceed five (5) years.

3. *Appeals:* A customer may appeal any decisions of the Utility Billing Manager by phone, in-person, or in writing to the Electric Utility Deputy Director, within 10 business days of the rendered decision. The Electric Utility Deputy Director may defer any appeal to the office of the City Manager or City Council for consultation or final disposition.

C. ADJUSTMENT EXCLUSIONS

1. The point of demarcation at which problems in billing can be resolved by adjustment in utility bills is the Utility's electrical metering device. After the metering device, on the customer's side, a billing adjustment is not warranted due to any improper customer wiring, blown fuses, an un-energized conductor, inaccessible meter, failure of the customer to notify the Utility of changes in the customer's equipment or operation, failure of the customer to take advantage of a rate or condition of service for which the customer is eligible, or failure to issue a bill due to a natural disaster such as fire, earthquake, flood, or severe thunderstorm.

D. UNAUTHORIZED OR UNSAFE USE

1. Adjustments for overcharges shall not be granted if the Utility determines there has been unauthorized use in the use of energy for noncompliance with the Utility's tariffs or applicable law. Disallowance of adjustment shall occur for such actions, but is not limited

to, meter tampering, power theft, unauthorized connection or reconnection, fraud, or intentional or unintentional use of energy whereby the Utility is denied full compensation for electric service provided.

2. Where the Utility determines that there has been unauthorized use of electric service, the Utility may bill the customer for the estimate of such unauthorized use. However, such estimated bill shall indicate unauthorized use for the most recent three (3) years and, separately, unauthorized use beyond the three (3) year period for collection as provided by law. Nothing in this Rule shall be interpreted as limiting the Utility's rights under any provisions of any applicable law.

3. The Utility may recover from the customer the associate costs resulting from the unauthorized use including both investigative and equipment damage costs. Investigative costs include time and material spent for investigation, bookkeeping, and costs of gathering evidence. Equipment damage costs include the cost to replace the Utility-owned equipment damaged by the customer.

4. Where the Util ity determines unauthorized use is occurring, the Utility may refuse or discontinue service without further notice. The Utility may provide written or telephonic notice prior to discontinuation of service when the Utility determines circumstances allow for such notice.
5. If any part of the customer's wiring or any other equipment, or the use thereof, is determined by the Utility or any other authorized agency to be unsafe or in violation of applicable laws, ordinances, rules or regulation of public authorities, or is in such condition as to endanger the Utility's service facilities, the Utility may discontinue service without further notice. The Utility may provide written or telephonic notice prior to discontinuation of service when the Utility determines circumstances allow for such notice. The Utility does not assume any responsibility for inspecting or repairing the customer's wiring or other equipment or any part thereof and assumes no liability therefor. The Utility will not provide service to any equipment, the operation of which will be detrimental to the service of the Utility or its other customers, and will discontinue electric service to any Customer who continues to operate such equipment after having been given written or telephonic notice by the Utility to cease doing so.

6. The Utility may also discontinue service in accordance with the provisions of its tariffs and applicable laws, for nonpayment of a delinquent billing for unauthorized use and for associated costs, including nonpayment under a payment agreement. In any case, the Utility will use the appropriate notifications to the customer typical of the situation.

E. LIMITATION ON ADJUSTMENTS

1. For any adjustment in billing not defined or considered in this rule, the Utility is not required to adjust the bill. However, any billing adjustment not specifically covered in the tariffs for an undercharge or overcharge shall not exceed three (3) years.

~~1.~~2. The collection limitation provisions of this Rule shall not apply to situations where it is determined that diversion is involved. In cases of diversion, the City shall have the legal right to recover, from any Customer, who caused or benefited from such diversion or other unauthorized use the total estimated amount of the undercharge, including the direct access energy supply component and all associated costs incurred during the investigation of the diversion, for the full period of the investigation and the diversion or other unauthorized use.

F. REPORTING

1. All billing adjustments greater than $5,000 or three (3) years will be reported to City Council.

~~ELECTRIC RULE NO. 10 - DISPUTED OR ERRONEOUS BILLS~~

~~A. GENERAL~~

~~1. Whenever the correctness of any bill for electric service is questioned, the Department shall cause an investigation to be made.~~

~~2. In cases where there are inaccuracies of recording of kilowatt-hours, or bills reflecting clerical or meter errors, or in disputed cases where electric consumption, dates, or other provisions are subject to exact determination, proper adjustments in the billing shall be authorized by the Electric Utilities Superintendent or his authorized agent.~~

~~3. In cases where electric consumption, dates, or other factors required for application of rate schedules or other provisions are not subject to exact determination or are in question, or in disputed cases relative to service or rate applications, the Department shall establish such factors by tests, analysis, and investigations to determine the proper basis for making and adjustment, if any. Proper adjustments in the billing shall then be authorized by the electric utility Superintendent or his authorized agent. The customer may appeal all adjustments to the City Council.~~

~~4. In all cases above, the following limitations shall apply:~~
~~a. Overcharges shall not be recomputed and credited by any account for a period in excess of one year prior to the discovery of an error, or the date the bill was questioned, whichever occurs earlier.~~

~~b. Undercharges shall not be recomputed and billed to domestic accounts for a period in excess of four months prior to the discovery of an error.~~

~~c. Undercharges shall not be recomputed and billed to non-domestic accounts for a period in excess of one year prior to the discovery of an error.~~

~~B. METER TESTS~~

~~Whenever the accuracy of an electric meter is questioned, the consumer may demand that the meter be examined and tested by the Department. Such demand shall be accompanied by a deposit of $5.00. Upon receipt of such demand and deposit, the Department shall cause the meter to be examined and tested. Consumers are encouraged to witness such tests, or to have their representatives present at such tests.~~

~~If the meter is found to register over 2% more than actually passes through it under conditions of normal operation, another meter shall be substituted therefore, and the deposit of $5.00 shall be refunded. If the meter is found to register not over 2%, the $5.00 shall be retained by the Department as partial compensation for the examination and test. The deposit shall be refunded if the consumer of his witnesses the tests.~~

~~C. ADJUSTMENT OF BILLS FOR METER ERROR~~

~~1. Fast Meters:~~
~~When a meter is found to be more than 2% fast, the Department shall refund to he customer the overcharge based on the corrected meter readings for the period in which the meter was in use, not exceeding six months, unless it can be shown that an error was due to some cause, the date of which can be fixed. In this case, the overcharge shall be computed back to such time, not exceeding three years however.~~

~~2. Slow Meters:~~
~~When a meter is found to register more than 2% slow, the Department may render a bill for electricity consumed but not covered by bills previously rendered for a period of four months.~~

~~3. Non-Registering Meters:~~
~~If a meter fails to register during any period, the consumer shall be charged with an average consumption as shown by the meter when in use and registering correctly during a corresponding season, and adjusted as necessary after consultation with the consumer, provided that such undercharges shall not be computed for a period exceeding four months.~~

~~**4.** The collection limitation provisions of this Rule shall not apply to situations where it is determined that diversion is involved. In cases of diversion, the City shall have the legal right to recover, from any Customer, who caused or benefited from such diversion or other unauthorized use the total estimated amount of the~~

~~undercharge, including the direct access energy supply component and all associated costs incurred during the investigation of the diversion, for the full period of the investigation and the diversion or other unauthorized use.~~

~~D. DISPUTE RESOLUTION PROCESS~~

~~Customers who believe their utility bill is in error must first contact Utility Billing of the City of Banning, within ten (10) business days after receiving the bill. Contact information to request a dispute is:~~

~~City of Banning Utility Billing~~
~~99 East Ramsey Street, Banning, CA 92220~~
~~PO Box: 985~~
~~Tel.: (951) 922-3185~~
~~Email: ubweb@banningca.gov~~

~~If, after receiving the explanation from Utility Billing Manager, the Customer still believe they have been billed incorrectly, the Customer has ten (10) business days to send their entire remittance (payable to the City of Banning) with the bill and a written statement setting forth the reasons why they believe the bill is not correct to BEU Deputy Director to avoid discontinuance of service. Upon timely receipt of the written statement, the BEU Deputy Director will review the basis of the billed amount and communicate the results of the review and decision to the Customer. If the matter is not satisfactorily resolved with the BEU Deputy Director, the Customer can escalate their dispute to the City Manager or appeal to The City Council. In the absence of a timely filed appeal, the decision of BEU Deputy Deputy Director will be final. All service disconnections are subject to applicable sate and local laws and regulations.~~

ELECTRIC RULE NO. 11 -
RATES ~~AND OPTIONAL RATES~~

A. EFFECTIVE RATES

The rates to be charged by and paid to ~~the Department~~BEU for electric service will be the rates legally adopted by ~~Ordinance~~ Resolution of the City Council of Banning, California. A complete copy of the tariff schedules will be maintained for public inspection at ~~the Electric Department, Commercial~~BEU, Corporate Office.

~~B. OPTIONAL RATES~~

~~Where two or more rate schedules, rates, or optional provisions applicable to the class of service requested by the applicant, the Department or it's authorized employees will call the applicant's attention, at the time application is made, to the several schedules, and the applicant must designate which rate schedule, rate or option he desires.~~

~~When a customer notifies the Department of any material change in the size, character or extent of his utilizing equipment or operation in accordance with Rule #3-C, the Department will, within reasonable time, advise the customer of the resulting rate options. In absence of the notification provided for in rule #3-C, the Department assumes no responsibility or advising the customer of possible lower optional rates available as result of the customer's change in equipment.~~

C. NEW OR REVISED RATES

Should new or revised rates be established after the time application is made, ~~the Department~~BEU will, within a reasonable time, use such means as practical to bring them to the attention of the customers who may be affected by them.

D. CHANGE OF RATE SCHEDULE.

1. A change to another applicable rate schedule~~, rate, or optional provision~~ will be made only ~~where the customer elects to make such change, or~~ when ~~the Department~~BEU makes the change due to incorrect rate assignment.

2. ~~Should a customer so elect, the changes~~Changes will be made if:
   ~~a. A change has not been made in the previous 12 month at the customer's request.~~
   ~~b~~a. The change is made to or from a new or revised rate schedule.
   ~~c~~b. There has been a change in the customer's operating conditions for that service which, in the opinion of ~~the Department~~BEU, justifies the change.
   ~~d~~c. The customer has made the request in writing~~.~~, by submitting to BEU a new NSQ.

ELECTRIC RULE NO. 12 -
TEMPORARY SERVICE

A. DEFINITIONS

~~Temporary electric service~~Event Service as herein considered refers to electricity for fairs, circuses, bazaars, temporary restaurants such as food trucks, and other establishments not of a permanent nature ~~and~~.

Temporary Construction Service refers to electricity supplied for construction ~~purposes.~~ sites for a duration no longer than 18 months unless a valid construction permit allows it.

Temporary electric service also refers to a service connection which is subject to removal or relocation in the future. ~~This rule shall apply to temporary and permanent installations alike if the electricity use is temporary.~~

BEU shall furnish temporary service at a service point location determined by BEU.

B. USES AND APPLICATIONS

~~The Department~~BEU shall, if in its opinion the furnishing of such service will not ~~work~~cause an undue hardship upon it or ~~it's the~~its existing consumers, furnish temporary service under the following conditions:

1. Except as otherwise specifically provided in the following ~~paragraph 2 and 3~~paragraphs, charges shall be made in advance to cover the estimated or actual net cost of installation and removal of facilities necessary to furnish the temporary service.

~~2.~~ Where service is to be supplied either overhead or underground and the main switch or breaker of the temporary service equipment does not exceed ~~100~~200 amperes and ~~the demand of the load does not exceed 10 kw and~~ can be supplied from existing facilities ~~except for installation of a single span of overhead service conductors, a~~. An estimated charge shall be made for 120/240 volts, 3-wire, single phase service~~.~~

~~4.~~2. ~~Where service is to be supplied underground and the main switch or breaker of the temporary service equipment does not exceed 100 amperes and the demand of the load does not exceed 10 kw and can be supplied from existing facilities except for the connection at permanent pull box (or equivalent terminating enclosure) of underground service supply conductors installed for permanent loads, a estimated charge~~ per NSQ. Any exception shall be ~~made for 120/240 volts single phase service.~~determined by BEU.

~~5.~~3. Each applicant for temporary service shall be required to pay ~~the Department~~BEU in advance the estimated cost for installing and removing the service and to make the

required deposit for service as required by Rules and Regulations No. 6, or otherwise to secure in a manner satisfactory to ~~the Department~~BEU, the payment or any bills which may ~~accure~~accrue by reason of such service so furnished or supplied.

~~6.~~4. Nothing in this rule shall be construed as limiting or in any way affecting the right of ~~the Department~~BEU to collect from the consumer any other or additional sum of money which may become due and payable to ~~the Department~~BEU from the consumer by reason of the temporary service furnished or to be furnished hereunder.

5. The Temporary Construction Service shall remain in effect for as long as a valid construction permit allows. Notwithstanding the foregoing, BEU may immediately discontinue Temporary Service to the Customer if the Customer fails to comply with the Rates, Rules and Regulations or applicable law, codes, guidelines, and standards; uses the Temporary Service for other than the intended purpose; or connects a power source without BEU's prior written approval.

6. BEU facilities that are frequently used for Event Services by the city or other customers can be maintained in place for future use at BEU discretion.

ELECTRIC RULE NO. 13 -
SHORTAGE OF SUPPLY AND INTERRUPTION OF DELIVERY

A. INTERRUPTION OF DELIVERY

~~The Department~~

1. BEU shall exercise reasonable diligence and care to furnish and deliver a continuous and sufficient supply of electric energy to all consumers and to avoid any shortage or interruption of service. However, BEU does not guarantee delivery and shall not be liable for interruptions or insufficiency of supply, or any loss or damage occasioned thereby.

2. BEU will not be liable regardless of its acts or omissions for (a) variations in the quality of electricity supplied or any damage or loss resulting therefrom; (b) the failure to supply a continuous or sufficient supply of electricity or any damage or loss resulting therefrom; or (c) damage or loss caused by shortages, interruptions, spikes, surges, situations that affect the regional or local electric utility grid, or other electricity delivery problems.

3. If the operations, repairs, or improvements of BEU's electrical facilities, a contingency or an emergency result in interruption in the delivery of electricity to Customers, BEU may provide notice of such interruption when such notice is reasonably possible. If the Customer experiences three or more sustained outages within a twelve (12) month timeframe, BEU will prioritize the investigation into Customer's electric service.

B. TEMPORARY SUSPENSION OF SERVICE

~~The Department~~BEU reserves the right to suspend temporarily the delivery of electric energy whenever it may be necessary for the purpose of making repairs ~~or~~, improvements to its system~~.~~, or public safety purposes. The making of such repairs or improvements will be ~~prosecuted~~carried out as rapidly as is feasible and, whenever possible, at such times as shall cause the least inconvenience to the consumers. In all cases of such interruptions of service, ~~the Department~~BEU shall make a reasonable attempt to give advance notice to the consumers who may be affected.

C. SHORTAGE OF SUPPLY

In the event of any actual or threatened shortage of electric energy and during the period of such shortage, ~~the Department~~BEU shall apportion the available supply of electricity among its consumers in the most equitable manner possible to continue service fairly and without discrimination, except that preference shall be given to such service as is essential to the public interest and to the preservation of life and health.

ELECTRIC RULE NO. ~~14 - ELECTRIC DISTRIBUTION LINE EXTENSIONS~~14
ELECTRIC DISTRIBUTION LINE EXTENSIONS
(Resolutions 1977-64, 1979-32, 1981-66, 1984-27, 1989-39)

APPLICABILITY:

~~A. GENERAL~~

Extensions of distribution lines ~~of standard voltages (12 kV or less)~~ necessary to furnish permanent electric service to applicants will be made by ~~the Department~~BEU in accordance with the following provisions.

~~The Department will construct, own, operate and maintain lines only along public streets, roads and highways which the Department has the legal right~~ BEU shall not be required to ~~occupy, and on public lands and private property across which rights-of-way satisfactory to the Department may be obtained without cost or condemnation by the Department.~~

~~1. CIRCUIT LENGTH~~

~~The length of the line extension to be used in computing the contribution by an applicant shall be measured along the shortest practical route of the line to be built as determined by the Department.~~

~~The extension must be~~serve any Applicant from~~, a continuation of, or an addition to an existing Department distribution line~~ Distribution Line Extension facilities that are not owned, operated, or maintained by BEU. BEU shall not be obligated to provide services and facilities in excess of the Applicant's load demand requirements.
Line extensions shall be underground. New feeder and distribution lines in existing overhead areas shall be installed underground. However, BEU shall have the discretion to place infrastructure on an existing pole line if necessary.

~~2. PRIMARY LINES~~

~~Primary line extension are considered the high voltage circuits from the point of origin to the distribution transformers.~~

~~SECONDARY LATERALS~~

~~Secondary Laterals are considered the low voltage lines from the transformer to the service box on or adjacent to the customers property or to a group meter location.~~

~~SERVICES~~

~~Service lines are considered to be the lines between the service laterals and the service attachment or meter on the customers premises.~~

~~3. CONTRACTS~~

~~The Department~~

A. GENERAL

1. DISTRIBUTION LINE EXTENTION BASIS

a. BEU will make extensions of ~~it's~~its lines and facilities to ~~the~~a customer where the estimated revenue to be received from a service will provide an adequate and continuous return on the investment. ~~The Department~~BEU reserves the right to determine, finally, the advisability and legality of making any extension. Extensions made by ~~the Department~~BEU shall be and remain permanently the property of ~~the Department~~BEU.

b. OWNERSHIP: The Distribution Line Extension facilities installed under the provisions of this rule, all installation of material by applicant and non-refundable advances, will upon completion become the property of BEU, and shall be owned, operated, and maintained by BEU.

c. APPLICANT RESPONSIBILITY: Applicant shall be responsible for the labor, equipment and material costs of a Line Extension and related rights-of-way dedications that are necessary and reasonably related to furnishing electric service to their project. These costs include, but are not limited to, those related to the preparation of designs and plans, inspection, document review and plan check, right-of-way dedication, materials, installation, and construction.

BEU reserves the right to install all or part of the line extension civil work, at the expense of the applicant. A Line Extension Agreement must be signed granting BEU the contract to execute the work.

d. BEU has the right to remove or replace at the Customer's expense any of its assets that is identified to have been installed in excess of the Customer's load requirement at any time after such a case is revealed.

2. DISTRIBUTION LINE EXTENSION LOCATIONS

a. RIGHTS OF WAY: BEU will own, operate, and maintain Distribution Line Extension facilities only:

1. Along public streets, roads, highways and other publicly dedicated ways and places which BEU has the legal right to occupy

2. On public lands and private property across which rights of way and permits satisfactory to BEU may be obtained without cost to or condemnation by BEU.

b. Applicant hereby grants BEU the rights of way and easements for the Distribution Line Extension over the most practical and acceptable route within Applicant's property. Where formal rights of way, easements, land leases, or permits are required by BEU for installation of facilities on or over Applicant's property, or the property of others, Applicant understands and agrees that BEU shall not be obligated to install the Distribution Line Extension for the Project unless and until any necessary permanent rights of way, easements, land leases, and permits satisfactory to BEU are granted to or obtained for BEU without cost to or condemnation by BEU.

3. CIRCUIT LENGTH

The length of the line extension to be used in computing the contribution by an applicant shall be measured along the most practical route of the line to be built as determined by BEU. The extension must be from, a continuation of, or an addition to, an existing BEU facility.

a. PRIMARY LINES

Primary line extensions are considered the high voltage circuits from the point of origin to the distribution transformers.

b. SECONDARY LINES

Secondary lines are considered the low voltage lines from the distribution transformer to the pull box or pole.

c. SERVICE LINES

Service lines are considered

the lines, whether overhead or underground, necessary to connect the service entrance conductors of the Customer to BEU supply line. An overhead service line sometimes referred to as "service drop", is the group of conductors between the Customer's building or other permanent support (service point) and BEU's adjacent pole. The Customer is responsible for installing the conductors from the meter socket to the service point in accordance with all applicable laws, ordinances, rules, and regulations including those governing clearances and points of attachment. Once BEU meter is installed, access to those conductors is permitted only with approval of BEU.

The size and type of the transformers used shall be determined by BEU.

4. CONTRACTS

A contract between BEU and Applicant shall be executed detailing scope of work, the responsibilities of each party, timeline of execution of line extension, and other applicable terms and conditions before any line extension work can begin. Each line extension contract is Applicant specific furnished by BEU. BEU has the right to modify the contract at any time if conditions change after the contract has been signed. In such cases, the applicant can either terminate the contract or sign a new contract. If the contract is terminated, BEU has the right to deduct the cost of work (expenses) from the portion of the project executed thus far.

BEU reserves the right to determine, finally, the advisability and legality of making any extension. Extensions made by BEU shall be and remain permanently the property of BEU.

The customer or developer shall execute a contract for the service to be supplied when required by ~~the Department~~BEU before starting construction.

5. ~~4.~~ ADVANCES

As shall be specified~~,~~ in the contract, a non-~~refundable and~~ refundable ~~deposits~~or refundable advance shall be required prior to the start of construction. ~~Refundable deposits~~A refundable advance will be returned to the applicant without interest in the form of credit to the Customer's monthly bill if applicable, or as documented in the line extension agreement, in accordance with the applicable rules and regulations.

6. ~~5.~~ UNUSUAL CONDITIONS

In unusual circumstances when the application of this policy ~~appears~~is deemed impractical~~, in case extension of lines must be operated at higher voltages, when customers load are a large KW demand, or where refunds may be considered the~~

~~Department will make~~ by BEU, a special study will be made of the conditions to determine the basis on which service may be rendered.

7.
~~6.~~ EQUIPMENT NOT INCLUDED

The installation and cost of transformers, meters and ~~free footage of~~ service ~~conductor is~~conductors are not included in the extension charges unless specified.

8.
~~7.~~ EQUIPMENT LOCATION

Service, meter and transformer location will be determined by ~~the Electric Department~~BEU prior to installation. Failure to obtain approval from ~~the Department~~BEU prior to installation may require relocation at the expense of the customer.

9.
~~8.~~ SPECIAL FACILITIES

Under this rule ~~the Department~~BEU shall install only those facilities which it deems are necessary to render service in accordance with the tariff schedules. Where the applicant requests facilities which are in addition to, or in substitution for, the standard facilities which BEU normally would install, the extra cost thereof shall be paid by the applicant.

~~standard facilities which the Department normally would install the extra cost thereof shall be paid~~Upon approval by ~~the applicant.~~

~~Except~~BEU for ~~those~~ instances where the customer requests special facilities, ~~the Department~~BEU will install, own, and maintain the necessary transformers, meters, and service wires in accordance with Rule #No. 15.

~~9. OWNERSHIP~~

~~All installation of material by applicant and non-refundable advances will upon completion become the property of the Department and will be owned, operated and maintained by the Department.~~

10. ~~DEPARTMENT~~BEU INSTALLATION

~~The Department~~BEU reserves the right to provide and install all or part of an underground extension, at the expense of the applicant. The estimated cost will be advanced to ~~the Department~~BEU prior to start of construction.

11. ESTIMATES

The construction charge estimated by ~~the Department~~BEU shall include cost of labor, ~~labor overhead,~~ vehicle ~~and,~~ equipment, materials, and administrative overhead expense~~, engineering supervision and material~~.

12. SERVICE CONNECTION DATE

~~The Department~~BEU shall exercise due diligence to complete within a reasonable time the installation of the facilities for supplying service. ~~the Department~~BEU shall not be liable for delays caused by fires, strikes, riots, acts of God or of the public enemy, inability to secure necessary labor and materials or by any other circumstance beyond ~~it's~~its control.

13. INSPECTIONS AND APPROVALS

Approval of the installation by the applicant shall be obtained from ~~the Department.~~BEU. No conductor or ~~transformers will~~equipment shall be installed ~~by the Department~~ without BEU approval. All trenching, backfill and compaction will be inspected by BEU and the Public Works ~~inspector~~inspectors. Conduit and sub surfaces structures ~~will~~shall be inspected by ~~the electric Department~~BEU prior to backfilling. All conduits and sub-structure shall be cleaned prior to construction.

14. STANDARDS

All installations made by the applicant shall be in accordance with ~~Electric Department~~BEU Standards and ~~requirements~~Requirements.

15. STREET FACILITIES

a. STREET OPENINGS

Street openings shall be in accordance with the City of Banning Public ~~works~~Works Department.

b. STREET LIGHTING

As applicable street lighting shall be included in the Distribution Line Extension agreement within the Project solely for service to street lighting equipment. Developers shall include adequate street light information in their design in accordance with applicable city code and standard.

16. REPLACED EQUIPMENT

Should it become necessary for ~~the Department~~BEU to replace or reinstall any material provided and installed by the applicant which does not meet ~~Department~~BEU requirements shall be replaced at the expense of the applicant.

17. RELOCATION OF ~~EXISTING UNDERGROUND~~EXISTING DISTRIBUTION FACILITIES

Where mutually agreed upon by ~~the Department~~BEU and a customer or applicant, existing ~~underground~~ distribution facilities may be relocated, provided the customer or applicant requesting the change pays, in-advance, a non-refundable sum equal to the estimated cost of relocation of the existing ~~underground~~ distribution facilities.

Per resolution No. 1984-27

18. REPLACEMENT OF OVERHEAD WITH UNDERGROUND DISTRIBUTION FACILITIES

a. BEU may require customers to change existing service connection from overhead to underground.

~~a.~~b. Where mutually agreed upon by ~~the Department~~BEU and a customer~~,~~ or applicant, overhead distribution facilities may be replaced with underground facilities, provided the customer or applicant requesting the change, pays, in advance, a non-refundable sum equal to the estimated installed cost of the underground facilities less the estimated salvage value of the replaced overhead facilities.

~~B. OVERHEAD EXTENSIONS~~

~~To provide service to one or more residential or commercial customer in locations approved by the Department.~~

~~1. FREE FOOTAGE~~

~~A distance not exceeding 100 feet of primary or secondary line is allowed for each applicant and shall include no more than one line or service pole for each applicant.~~

~~2. ADVANCES FOR OVERHEAD EXTENSIONS~~

~~Overhead extensions in excess of the free footage allowed requires a non-refundable advance from the Developer or applicant prior to start of construction. A 5% administrative charge shall be added to the following per lineal foot advances.~~

~~Primary Single phase~~	~~1.50 per foot~~
~~Primary Three phase~~	~~3.00 per foot~~

~~Secondary Laterals~~		~~1.00 per foot~~
~~Residential Service~~	~~(over 100')~~	~~.50 per foot~~
~~Commercial Service~~	~~(over 100')~~	~~.50 per foot~~
~~Additional Poles~~		~~To be estimated~~

~~3. OVERHEAD SERVICES TO RESIDENTIAL SUB-DIVISIONS, APARTMENTS, CONDIMINIUMS, MOBILE HOME SUB-DIVISIONS AND ETC.~~

~~a. Not applicable to new residential or commercial installations.~~

~~b. Overhead service may be permitted in sub-divisions etc., where existing overhead circuits are available and previously installed to serve adjacent property.~~

19. UNDERGROUND SERVICE FROM OVERHEAD SOURCE

a. ~~a. The Department may~~BEU shall require new commercial or residential customers to be served underground from overhead ~~source~~sources.

b. ~~b.~~ In areas where ~~Department plan~~BEU plans future conversion to underground, all service equipment on the ~~customers~~customer's premises shall be installed underground from the meter location to the designated source. ~~Installation~~The installation will be in accordance with ~~Department~~BEU underground requirements.

~~C~~20. VAULTS, PADS, BOXES AND CONCRETE STRUCTURES

All sub-structures such as vaults, pull boxes, manholes, service boxes, transformer pads, etc., shall be BEU approved pre-formed and cast product. Concrete sub-structures poured in place are not acceptable.
Per Resolution no. 1989-39 Rule # 14

B. COMMERCIAL OR INDUSTRIAL UNDERGROUND EXTENSION

Extensions consist of underground lines from ~~the Department's~~BEU's designated source to a transformer, service box or vault location determined by ~~the Department.~~BEU. Extensions may serve one or more applicants.

1. ~~1.~~ DEVELOPERS RESONIBILITY

Applicants shall provide all trenching, backfill, compaction, and provide and install all conduit, vaults, pull boxes, transformer pads or enclosures and sub structures in accordance with ~~Department specifications. On~~BEU Specifications. Upon completion, the applicant shall transfer without lien ownership of such facilities to ~~the Department~~BEU.

2. ~~2.DEPARTMENT~~BEU RESPONSIBILITY

Upon completion and acceptance of the installation, ~~the Department~~BEU will install conductor, transformers and related equipment required to provide services.

3. ~~3.~~ADVANCES

Prior to start of construction the applicant or developer shall advance to ~~the Department~~BEU an amount equal to the total estimated cost of ~~the Departments~~BEU facilities ~~solely~~ to serve the applicant ~~or applicants. Estimated cost to~~ . BEU estimate shall include ~~transformers, service, meters,~~ cost of labor, ~~overhead~~vehicle, equipment, materials, and ~~a 5%~~ administrative ~~charge shall be added to the advances required.~~

~~4.REFUNDS~~
overhead expense. Where costs are

~~Refunds of $40.00 per kilowatt of~~ estimated ~~demand for the first 100 kilowatt of estimated demand and $30.00 per kilowatt for estimated demands over 100 kilowatts~~ to determine advances, they shall be ~~refunded to the applicant within 90 days after service has been permanently connected. No refunds permitted for future added loads.~~adjusted in accordance with the actual cost of the installation.

~~5. TWO OR MORE APPLICANTS~~

~~The estimated cost for two or more applicants will be apportioned among the members of the group in such manner they may mutually agree upon.~~

~~6.~~ Resolution 1979-32 Rule # 14

4. REFUNDS

No refunds are permitted for future added loads unless specified in a line extension agreement.

~~4.~~5. UTILITY POLES

Utility poles for providing overhead electric service shall not be installed on commercial or industrial premises.

~~5.~~6. ~~7.~~ OVERHEAD SERVICE

New commercial or industrial customers may be served overhead from existing facilities if underground service is not feasible. Such customers may be required to provide ~~Department~~BEU approved facilities for future underground service and will include conduit and pull or service boxes in place, and easement.

~~6.~~7. ~~8.~~ UNREASONABLE CONDITION

~~The Public Service/Utility~~ BEU ~~Director~~Deputy Director or ~~electric Superintendent~~Designee may waive the requirements of this section if topographical, soil or other conditions make underground installation unreasonable or impractical. ~~–~~This applies to new developments or existing developments being expanded or converted.

~~D~~C. EXTENSIONS TO AND/OR WITHIN RESIDIENTIAL SUB-DIVISIONS, ~~CONDIMINIUMS~~CONDOMINIUMS, MOBILE HOME PARKS OR SUB-DIVISIONS, APARTMENT COMPLEXES AND ETC.

Underground line extensions to serve single-family and/or a ~~multi family~~multifamily residential complex will be made in advance of receipt of application for service. ~~this~~This Rule applies to any development ~~consisting~~with serving characteristics of ~~four or more residential lots~~greater than 400A.

1. ~~1.~~ DEVELOPERS RESPONSIBILITY

~~Applicant~~Applicants shall provide all trenching, backfill, compaction and provide and install all conduit ~~(service conduit required),~~ vaults, pull boxes, transformers pads and sub structures in accordance with ~~Department~~BEU specifications. ~~On~~Upon completion, the developer shall transfer ownership without lien of such facilities to ~~the Department~~BEU.

2. ~~2. DEPARTMENT~~BEU RESPONSIBILITY

Upon completion and acceptance of the installation, ~~the Department~~BEU will install conductor, transformers and related equipment required to provide service.

3. ~~3.~~ ADVANCES – NON-REFUNDABLE

Underground extensions for residential complexes require a non-refundable advance from the developer prior to start of construction. ~~A 5% administrative charge shall be added to the following per lineal foot advances.~~Cost and advance will be based on BEU estimate. Estimate shall include cost of labor, vehicle, equipment, materials, and administrative overhead expenses. Where costs are estimated to determine advances, they shall be adjusted in accordance with the actual cost of the installation.

~~Primary circuits 3.50 per foot~~
~~Secondary circuits 2.00 per foot~~
~~Services (in excess of 50 ft.) .50 per foot~~

4. ~~DEPARTMENT~~BEU INSTALLATIONS

When ~~the Department~~BEU installs any portion of an extension with ~~it's~~its personnel or by a contractor the estimated cost of the extension will be at the expense of the developer. Minimum charges per foot for the extension shall be based on the BEU estimate.

5. REFUND

Refunds ~~Minimum charges per foot for~~made based on the line extension ~~shall be $10.00 per lineal foot if no pavement is involved and $12.00 per lineal foot if the extension is within existing pavement requiring pavement breaking and repavement.~~

~~5. REFUNDABLE DEPOSITS~~

~~Refundable deposits~~agreement are required in advance of construction based on ~~the Department~~BEU estimate for material~~, excluding transformers, meters and 50' of service conductor per unit.~~.

~~Refunds will be made on a per unit basis, after the residence has had permanent service for a minimum of 90 days. When 75% of the lots have permanent service, the remaining amount will be refunded.~~

~~In condominiums, apartments or multi dwelling units, when 50% of the units have been in service for 90 days the remaining amount will be refunded.~~

No refunds will be made after 5 years, ~~or of an amount greater than the refundable deposit made.~~

~~Refunds will be made without interest and within 45 days after a unit has been in service for 90 days minimum.~~

~~No~~and no refunds will be made on services outside the development.

~~E~~D. RESIDENTIAL UNDERGROUND EXTENSIONS TO SERVE INDIVIDUALS OR PARCELS

Extensions consist of underground lines from ~~the Department's~~BEU's designated source to a transformer, service box or vault location determined by ~~the Department~~BEU.

1. ~~1.~~ CUSTOMERS RESPONSIBILITY

Applicants shall provide all trenching, backfill, compaction, and provide and install all conduit, vaults, pull boxes, transformer pads or enclosures, and sub structures in accordance with ~~Department~~BEU specifications. On completion, the applicant will transfer without lien ownership of such facilities to ~~the Department~~BEU.

2. ~~2.~~ ~~DEPARTMENT~~BEU RESPONSIBILITY

Upon completion and acceptance of the installation, ~~the Department~~BEU will install conductor, transformers and related equipment required to provide service.

~~3. FREE FOOTAGE ALLOWANCE STREET INSTALLATION ONLY~~

~~Free footage allowance is 50 feet of primary cable per applicant and shall not exceed 150 feet for a group in any installation.~~

4. ADVANCES

Underground extensions ~~in excess of the free footage allowed requires~~for residential require a non-refundable advance from the ~~applicant or~~ developer prior to start of construction. ~~A 5%~~ Cost and advance will be based on BEU estimate. Estimate shall include cost of labor, vehicle, equipment, materials, and administrative ~~charge shall be added to the following per lineal foot advances.~~overhead expenses.

~~Primary extension single phase 3.50 per foot~~
~~Secondary extension 2.00 per foot~~
~~Services (over 50 feet) .50 per foot~~

5. ~~—~~ MULTI – METER INSTALLATIONS

~~All conductor~~The installation of all conductors and terminations between the transformer and a group meter location ~~shall be installed by the Department~~is at the expense of the developer or applicant ~~as~~and shall be determined by ~~the Department.~~BEU. BEU may elect to do the installation or require the developer or applicant to do it.

6. ~~—~~POLE RISERS

~~Material for~~All expenses associated with pole risers shall be at the expense of the developer or applicant. ~~-~~Installation of the riser will be ~~at~~ the responsibility of ~~the Department.~~BEU.

ELECTRIC RULE NO. 15 ~~-~~
SERVICE CONNECTIONS AND FACILITIES ON CUSTOMER'S PREMISES
(Resolution 1994-130)

A. GENERAL

1. Electric connections necessary for supplying service to customers, in accordance with accepted ~~Department~~BEU engineering practices, shall be provided by ~~the Department~~BEU subject to conditions and allowances hereinafter specified in this rule.

2. Conditions and allowances prescribed in this rule relate only to service connection facilities and are based on the assumption that general distribution facilities within practicable reach of the premises to be served are already in place or shall have been so through distribution extensions in accordance with ~~the Department's line extension policy and practice under other rules~~BEU's Rule No. 14, Line Extension Rule.

3. In general, ~~the Department~~BEU shall install to a building or parcel only one service of each class, voltage, or phase, except as follows:

   a. Where more than one service is required by reason of ~~the Departments~~BEU's operating convenience and necessity, ~~the Department~~BEU shall specify the number and location of the services to be installed.

   b. Where a building ~~extends for more than 150 feet along and facing the Department's distribution lines, as installed in public streets or thoroughfares or on easements, the Department may provide additional services of the same class, voltage or phase for each 150 feet of such length, and for that portion of such length as may exceed a multiple of 150 feet.~~

   ~~c. Where a building~~ will be occupied by two or more customers, individually metered and billed by ~~the Department, separate services~~BEU, one service of the same class, voltage, or phase ~~may~~shall be provided for ~~each customer or~~ the group of customers. All such services shall terminate insofar as practicable at the same general location, as shall be designated by ~~the Department~~BEU.

4. Materials or equipment furnished and installed on a customer's premises by ~~the Department at its own expense~~BEU will at all times be and remain the sole property of ~~the Department~~BEU and may be used to supply other applicants for service.

5. ~~The Department~~BEU shall exercise due diligence to complete, within a reasonable time, the installation of facilities, supplying of service, or making of repairs or improvements, giving due regard to the customer's needs and the capacity required. ~~The Department~~BEU shall not be liable for delays caused by fires, strikes, riots, acts of God or of the public enemy, inability to secure necessary labor or material or by any other circumstance beyond its control.

B. OVERHEAD SERVICE

1. ~~The customer~~BEU shall ~~provide~~designate a suitable location for the customer to provide for the termination of the overhead service wires and a service outlet adjacent thereto. ~~The location of said termination and service outlet shall be as required by the electric Department.~~

2. Overhead service wires shall in all cases be furnished and installed by ~~the Department~~BEU from existing distribution facilities. In cases where providing service connection to the customer requires more than one service ~~clearance~~ pole, the entire installation shall be considered as a line extension.

3. Where a ~~clearance~~ pole is deemed necessary by ~~the Department~~BEU to support the service wires or to maintain legal clearances, such ~~clearance~~ pole shall be furnished and installed by ~~the Department~~BEU at ~~its~~the expense of the customer.

~~4.~~ Impaired Clearance: Whenever any of the clearances required by the applicable laws, ordinances, rules, or regulations of public authorities from the service drops to the ground or any object become impaired by reason of any changes made by the owner or tenant of the Premises, the Customer shall, at the their own expense, provide a new and approved support, in a location approved by BEU, for the termination of the BEU's existing service drop wires and shall also provide all service entrance conductors and equipment necessitated by the change of location.

~~Maximum free service length shall be 100 feet.~~

C. UNDERGROUND SERVICE

1. A service cable terminating pull box or switchboard pull section or other terminating enclosure complying with the Electric Service Requirements of ~~the Department~~BEU shall be installed by the customer at a location as near as practicable to the distribution facilities from which the service is to be supplied and at a ~~Department~~BEU approved location.

2. Conduit Installation

   a. Service conduit of the number, size, and type ~~a~~as specified by ~~the Department but not less than as required by the City of Banning electrical Code,~~BEU shall be provided and installed by the customer at ~~his~~their expense from the terminating pull box or switchboard location on ~~his~~their premises to the ~~service box at the property line~~point of connection as specified by ~~the Department where service is to be supplied from underground distribution, or to a point above the ground line of the pole designated by the Department where service is to be supplied from overhead distribution.~~BEU

~~b. Refer to Rule No. 14-C-1~~

~~e~~. Conduit and material required for the service riser will be at the expense of the ~~customer~~Customer. Installation of the riser will be the responsibility of BEU at the customer's expense ~~of the Department~~.

3. ~~Cable~~Conductor Installations

a. ~~The Department~~BEU shall install all necessary service ~~cable~~conductors at the expense of the customer from its distribution to the customer's terminating pull box, switchboard pull section, or other terminating enclosure and make all necessary connections. BEU may require the customer to do the installation of 600V service conductors.

b. The cost of all labor and transportation from BEU distribution facilities to the customer's property required for such ~~cable~~conductor installation shall be ~~borne by~~at the ~~Department~~expense of the Customer, together with the cost of ~~cable from its distribution facilities to the customer's property line.~~conductor.

c. When ~~customer~~Customer additions to existing load require additional service cable capacity, ~~the Department~~BEU shall furnish and install, at ~~its~~the customer's expense, larger or additional ~~cables~~conductors, provided the termination point is at the same general location. If a new service location is to be provided, the total load shall then be considered as ~~new load on a new service; and the amount of cable to be provided by the Department at its expense on private property shall be as elsewhere stated in this rule except that the Department shall not be required to establish a new service location at its expense if adequate capacity is available at the present locations to serve the additional load~~a new load on a new service.

~~d. The cost of cable installed by the Department on customer's premises in excess of the allowances prescribed hereinafter shall be paid by the customer to the Department. Such payment shall be estimated by the Department, based on the average cost per foot of such cable, as determined from time-to-time from the Department's records. Measurement of cable in all cases hall be based on the conduit or duct run feet in place. When, because of load or separate rate classes, more than one set of service cables is required, the length of cable for each set of service conductors to be provided by the Department shall be the same as though the total load were served by a single set of conductors.~~

D. RESIDENTIAL

~~1. Allowance for cost of that part of secondary service cable installed on customer's property by the Department for each approved service location, and which shall be borne by the Department are as follows:~~

~~a. Domestic service for a single family occupancy. Maximum total allowance 50 feet.~~

~~b.~~ Where service facilities involving several buildings, each having multiple-family residential occupancies, and all under a single ownership, are designed in accordance with specifications of ~~the Department~~BEU so as to provide the most desirable over-all service connections~~, the estimated installed cost of cable provided by the Department at its expense shall not exceed the investment for cable which it would otherwise have made in accordance with allowances prescribed in the foregoing subparagraph "a", if each building were considered to be served independently~~.

E. COMMERCIAL ~~-~~AND~~-~~ INDUSTRIAL

1. Pad Mount Transformers – Electrical distribution service facilities for all new commercial and industrial properties shall be underground and installed according to ~~the Electric Department~~BEU requirements as follows:

   a. ~~Secondary~~The secondary voltage rating of three phase pad-mount ~~or underground transformers~~transformer shall be limited to one of the following voltages~~;~~.
   ~~240, 480,~~ 120 / 208 ~~-~~or 277 / 480 volts only.

   b. DEVELOPERS ~~-~~RESPONSIBILITY

      Applicants shall provide all trenching, backfill, compaction and provide and install all conduit, vaults, pull boxes, transformer pads or enclosures and sub structures in accordance with ~~Department~~BEU specifications. On completion, the applicant shall transfer without lien ownership of such facilities to ~~the Department. Res. 1979-32~~BEU. BEU has the right to do the stated construction work at the expense of the Applicant.

   c. ~~DEPARTMENT~~ BEU RESPONSIBILITY

      Upon completion and acceptance of the installation, ~~the Department~~BEU will install conductor, transformers and related equipment required to provide services~~.~~ at the Expense of the developer or applicant.
   ~~Res. 1979-32.~~

   d. ADVANCES

Prior to the start of construction, the applicant or developer shall advance to ~~the Department~~BEU an amount equal to the total estimated cost of ~~the Departments~~BEU's facilities ~~solely~~ to serve the applicant or applicants. ~~Estimated cost to~~ Cost and advance will be based on BEU estimate. Estimate shall include ~~transformers, service meters,~~cost of labor, ~~overhead,~~vehicle, equipment, materials and ~~a 5%~~ administrative ~~charge shall be added to the advances required.~~
~~Red. 1979-32.~~

~~———~~overhead expenses. e.~~ Utility poles for providing overhead electrical service shall not be installed on commercial or industrial premises.~~

~~———f.~~ New commercial and industrial customers may be served overhead from existing facilities if underground service is not feasible~~, but~~. But such customers may be required to provide ~~Department~~ BEU approved facilities for future underground service~~. For example, when the new commercial or industrial meter is within 100 feet of an existing pole~~ and ~~if no more than one overhead single phase line transformer is to be installed for this~~ will include conduit and pull or service~~, an overhead service may be allowed.~~ boxes in place, and easement.

F. TRANSFORMER ~~-~~STATIONS ~~-~~ON ~~-~~CUSTOMER'S ~~-~~PREMISES

1 Installation of transformer racks, vaults, or other stations on customer's premises shall be at the option of ~~the Department~~BEU.

~~2. Where the load to be supplied requires a transformer capacity of 150 kVA or more, single phase, or 300 kVA or more for other type load, the Department~~2. BEU reserves the right to supply service by means of a transformer station located on the customer's premises and the customer shall make adequate provision for the necessary electrical equipment~~;~~, which provisions, at the option of ~~the Department~~BEU, shall be either:

a. A concrete or other suitable base and enclosure, located outside the building, ~~and~~ furnished and installed by the customer at ~~his~~their expense, in accordance with ~~the Department's~~BEU's specifications;

~~——~~ b. An indoor transformer room, provided by the customer, at ~~his~~their expense, and conforming to ~~Department~~BEU specifications, suitably ventilated and complying with all legal requirements; or

~~———~~ c. An underground vault or individual transformer enclosure provided by the customer at ~~his~~their expense~~,~~ and conforming to ~~Department~~BEU specifications.

3. The customer shall provide necessary easements and right-of-way~~,~~ and provide and maintain necessary legal clearances from adjacent buildings and adequate access to supply lines, underground riser pole, outside enclosure, vault, or transformer room, whether inside or outside of buildings, to allow for movement of trucks, workmen, materials, and construction equipment.

4. Where the supply lines to stations are underground, all necessary conduits and sub structures, as required by ~~the Department~~BEU, shall be furnished and installed by the customer in the same ~~was~~way as provided for secondary services in Section "C, 2" of this rule. Conduits required for secondary cable runs from the transformer station to

the customer's switchboard shall be provided and installed by the customer in accordance with ~~Department~~BEU specifications.

5. All primary ~~and secondary cable~~conductors shall be furnished ~~and~~, installed ~~by the Department~~, and all necessary connections made by ~~it. For each service involved the Department shall install,~~BEU at ~~its~~the expense~~, the first 50 feet~~ of ~~secondary cable in private property; measurement to start from the property line or base of the supply pole, whichever is closer to the transformer station. All excess cable shall be paid for by~~ the customer ~~according to Rule 14-E-3 and 4.~~as estimated by BEU.

6. When bus way is required by ~~the Department~~BEU, in lieu of secondary cable, it ~~may~~shall be furnished and installed for ~~the Department~~BEU by the customer in accordance with ~~the Department's~~BEU's specifications. In this event, and upon acceptance by ~~the Department~~BEU, ownership of such bus way shall transfer without lien to ~~the Department~~BEU.

~~7. In the event the Department requires a bank of transformers within a metal or fiber glass enclosure, the cost of the enclosure will be the responsibility of the customer.~~

G. HIGH ~~-~~VOLTAGE ~~-~~SERVICE

Service at standard primary voltage (~~4160 and~~ 12470 V) may be provided for loads exceeding ~~300~~2500 kVA or estimated demand where distribution facilities at such voltage are available without local transformation. Conduit and cable installation for such high-voltage services shall be the same as indicated in foregoing Section "F", respecting primary supply to transformer stations. ~~The Department shall install the cable with allowances not to exceed 50 feet of cable.~~ As a protection to ~~the Department's~~BEU's system, high-voltage switchgear meeting the needs of ~~the Department~~BEU shall be furnished and installed by ~~the Department~~BEU at the point of delivery of such service to the ~~customer.~~Customer at the expense of the Customer.

H. CONVERSION ~~-~~OF ~~-~~DISTRIBUTION ~~-~~FROM ~~-~~OVERHEAD ~~-~~TO ~~-~~UNDERGROUND

~~The Department~~ BEU, for reasons of economy of operation, disaster mitigation, or simplification of its distribution system, or for other reasons, may elect to convert a district or an area from overhead to underground distribution, and shall install, or have installed ~~at its expense,~~ all of the underground conduit and cable which it deems to be necessary to supply service to the then existing ~~-~~loads. In anticipation of future conversion of a local distribution system to underground, ~~the Department~~BEU may require an applicant to take underground service ~~and to bring out his service conduit to the point from which the Department shall build, at its~~at the applicant's expense~~, the necessary facilities to serve the customer at this point~~.

I. METER ~~-~~INSTALLATION ~~-~~AND ~~-~~MISCELLANEOUS ~~-~~SERVICE ~~-~~EQUIPMENT ~~-~~ON CUSTOMER'S ~~-~~PREMISES

1. Meter Installations

No other device digital or otherwise can be installed between the meter socket and the BEU meter. BEU will not install meter nor provide service if such a device is installed. All meter and associated service equipment shall fully comply with the latest EUSERC Requirements and BEU Standards.

a. Location. The meter serving a customer's property must be located on the premises served. All meters installed by ~~the Department~~BEU shall be installed at some convenient place, approved by ~~the Department~~BEU, upon the customer's premises and so placed as to be at all times accessible for inspection, reading and testing.

The customer shall at ~~his~~their own expense, provide a new ~~and~~location approved ~~location~~by BEU for the meter or meters in order to comply with the foregoing whenever the existing ~~meteror~~meter or meters ~~become~~are determined to be inaccessible by BEU for inspection, reading or testing.

Residential meters shall be located on the exterior of the structure served and shall not be enclosed in walled or screened patios or enclosures.

Commercial meters shall be accessible at all times ~~during normal working hours~~.

A level working and standing surface ~~entirely~~ on the property of the customer shall be provided ~~with a minimum clearance of three (3) feet wide, six (6) feet six (6) inches high~~per NEC requirement and ~~extending a minimum of three (3) feet from the meter panel surface.~~BEU Standards. This area must be maintained free and clear at all times.

~~The meter serving a customer's property must be located on the premises served.~~

b. Multiple-occupancy Buildings. In all buildings in which meters are required to be installed for various floors or groups of rooms in order to measure separately the electrical energy supplied to each of several customers, all meters shall be located at one central point or as otherwise specified by ~~the Department.~~BEU. Each meter position shall be clearly marked by the building owner, to indicate the particular location supplied by it.

c. ~~Rescinded – Resolution 1976-61.~~

~~d.~~ Sealing of Meters. All utility meters will be sealed by ~~the Department~~BEU, and no such seal shall be tampered with~~ or broken except by a representative~~. Any such tampering shall be considered diversion of ~~the Department authorized to do so~~service.

d.

~~e~~ ~~The City~~BEU will furnish as a normal metering installation, at the customer's expense, meters adequate to measure at a single point of delivery the demand and energy consumption, as specified in the rate tariff or as determined by ~~the Electric Utility Superintendent the type of such meters to be determined by the Department.~~BEU. Provision must be made for installing a ~~kilovar-hour meter~~kiloVAR-Hour Meter (Power Quality -PQ- Meter) on all installations ~~a main switch of 600 amperes at 240 volts or 400 amps at 480 volts.~~as required by BEU. The customer shall provide space acceptable to ~~the Department~~BEU for the required metering installation. Primary metering installations shall conform to ~~the Department~~BEU requirements and specifications.

2. Miscellaneous Service Equipment

a. Equipment Furnished by Customer. All service ~~switches, fuses, meter sockets, meter and instrument transformer housings, switchboard meter test busses and similar devices,~~equipment () irrespective of voltage~~,~~ required in connection with service and meter installation on customer's premises, shall be furnished, installed and maintained by the customer.

b. Equipment Furnished by ~~Department. The Department~~BEU. BEU will furnish and install the necessary instrument transformers, ~~test facilities (except switchboard meter test busses),~~ and meters.

J. CONNECTION ~~-~~OF ~~-~~CUSTOMER'S ~~-~~SERVICE ~~-~~TO ~~-~~UTILITY ~~-~~LINES

1. Only duly authorized employees of ~~the Department~~BEU are allowed to connect or disconnect the customer's service ~~or to disconnect the same~~ from ~~the Department's~~BEU's lines.

K. OWNERSHIP AND MAINTENANCE ~~-~~OF ~~-~~FACILITIES

1. All ~~-~~transformers, meters, service wires, appliances, fixtures, ~~and~~or other facilities installed by ~~the Department at its expense~~BEU, upon the customer's premises for the purpose of delivering electric energy to the customer shall continue to be the property of BEU. Such equipment does not include the ~~Department, and~~"service entrance conductor" that line through which the customer receives electric energy from the lines of BEU which is the equipment of the customer subject to subsection L of this rule. BEU equipment may be repaired or replaced by ~~the Department~~BEU at any time~~,~~ and removed at the termination of service, ~~and~~without the prior consent of the

customer. BEU equipment may also be used to ~~supply~~serve other customers whether or not on the same premises, provided the proper ~~rights~~right of way ~~have~~has been obtained.

~~-~~ 2. No rent or other charge whatsoever shall be made against ~~the Department~~BEU for placing or maintaining such facilities upon the customer's premises. The customer shall exercise reasonable care to prevent the facilities of ~~the Department~~BEU upon said premises from being damaged or destroyed~~,~~ and shall refrain from relocating or otherwise interfering with same and, in case any defect therein shall be discovered, shall promptly notify ~~the Department thereof.~~BEU thereof. Damaged equipment or facility shall be repaired and or replaced by BEU at the customer's expense.

~~L. CUSTOMER RESPONSIBILITY FOR HIS EQUIPMENT~~

~~5.~~3. ~~1.~~ The customer shall, at ~~his~~their own sole risk and expense, furnish, install, inspect and keep in good and safe condition all electrical wires, lines, machinery, service conductors, and apparatus of any kind or character which may be required for (1) receiving electric energy from the lines of ~~the Department~~BEU regardless of the location of the transformers, meters, or other equipment of ~~the Department~~BEU; and (2) applying and utilizing such energy, including all necessary protective appliances and suitable housing thereof.

4. ~~2. The Department~~BEU shall not be responsible for any loss or damage occasioned or caused by the negligence, want of proper care or wrongful act of the customer or of any of their agents, employees, or licensees on the part of the customer in installing, maintaining, using, operating, or interfering with any such wires, lines, machinery or apparatus.

L. CUSTOMER RESPONSIBILITY FOR HIS EQUIPMENT

1. The customer shall, at their own sole risk and expense, furnish, install, inspect and keep in good and safe condition all electrical equipment beyond BEU meter including but not limited to wires, lines, machinery, service conductors and apparatus of any kind or character which may be required for (1) receiving, storing and producing electrical energy from the lines of BEU regardless of the location of the transformers, meters, or other BEU equipment; and (2) applying and utilizing such energy, including all necessary protective appliances and suitable housing thereof. This section shall apply to all items listed above notwithstanding the fact that as to any such item BEU shall determine the manner of its construction and installation or shall require such construction or installation by employees or BEU contractors.

2 BEU shall not be responsible for any loss or damage occasioned or caused by the negligence, want of proper care or wrongful act of the customer or of any of ~~his~~ their agents, employees, or licensees on the part of the customer in installing, maintaining, using, operating, or interfering with any such wires, lines, machinery, or apparatus.

ELECTRIC RULE NO. 16~~.~~
REPLACEMENT OF OVERHEAD ~~-~~WITH ~~-~~UNDERGROUND ~~-~~DISTRIBUTION FACILITIES

A. The ~~Department~~City will, at its expense, replace its existing overhead distribution facilities with underground distribution facilities along public streets and roads, and on public lands and private property across which rights-of-way satisfactory to ~~the Department~~BEU have been obtained or may be obtained without cost or condemnation, by ~~the Department~~BEU, provided that:

1. ~~The~~Banning City Council ~~of the City of Banning~~ in which such distribution facilities are and will be located has:

   a. Determined, after consultation with ~~the Department~~BEU and after holding public hearings on the subject, that such undergrounding is in the general public interest for one or more of the following reasons:

      (1) Such undergrounding will avoid or eliminate an unusually heavy concentration of overhead distribution facilities~~;~~.

      (2) Said street or road or right-of-way is extensively used by the general public and carries a heavy volume of pedestrian or vehicular traffic~~;~~.

      (3) Said street or road right-of-way adjoins or passes through a civic area or public recreation area or an area of unusual scenic interest to the general public.

      (4) Undergrounding electric facilities will mitigate fire/natural disaster risk or enhance electric system reliability.

      Undergrounding projects are to be prioritized based upon geographical diversity, coordination with other planned roadway improvements, electric reliability improvements, available funding, and overall aesthetic improvement.

   b. Adopted an ordinance creating an underground district in the area in which both the existing and new facilities are and will be located requiring, among other things, (1) that all existing overhead communication and electric distribution facilities in such district shall be removed, and (2) that each property owner served from such electric overhead distribution facilities shall provide~~,~~ in accordance with ~~the Department's~~BEU's rules for underground service, all electrical facility changes on ~~his~~their premises necessary to ~~the Department~~BEU as soon as it is available, and (3) authorizing ~~the Department~~ BEU to discontinue its overhead service.

~~-~~2. The annual budgeted amount for undergrounding within the City of Banning may be allocated~~—~~ by the City Council upon recommendation of the ~~electric Utility Superintendent~~BEU Deputy Director.

~~3. The undergrounding extends for a minimum distance of one block or 600 feet, whichever is the lesser.~~

B. In circumstances other than those covered by A. above, ~~the Department~~BEU will replace its existing overhead distribution facilities with underground distribution facilities along public streets and roads or other locations mutually agreed upon when requested by an applicant or applicants where all of the following conditions are met~~;~~.

1. ~~__~~a. All property owners served from the overhead facilities to be removed first agree in~~-~~ writing to perform the wiring changes on their premises so that service may be furnished from the underground distribution system in accordance with ~~the Departments~~BEU's rules and

that ~~the Department~~BEU may discontinue its overhead service upon completion of the underground facilities, or

b. Suitable legislation is in affect requiring such property owners to make such necessary wiring changes and authorizing ~~the Department~~BEU to discontinue its overhead service.

2. The applicant has:

a. Furnished and installed the pads and vaults for transformers and associated equipment, conduits, ducts, boxes, pole bases and performed other work related to structures and substructures including breaking of pavement, trenching, backfilling, and repaving required in connection with the installation of the underground system, all in accordance with ~~Department's~~BEU's specifications, or in lieu thereof, paid ~~the Department~~BEU to do so~~;~~.

b. Transferred without lien ownership of such facilities, in good condition, to ~~the Department~~BEU; and

c. Paid a nonrefundable sum equal to the excess, if any, ~~if~~of the estimated costs; ~~exclusive of transformers, meters and services,~~ related to completing the underground system ~~and building a new equivalent overhead system.~~.

3. The area to be undergrounded includes both sides of a street ~~for at least one block or 600 feet, whichever is the lesser,~~ and all existing overhead communication and electric distribution facilities within the area will be removed.

C. In circumstances other than those covered by A. or B. above, where mutually agreed upon by ~~the Department~~BEU and an applicant, overhead distribution facilities may be replaced with underground distribution facilities, provided the applicant requesting the change pays, in advance, a nonrefundable sum equal to the estimated cost of the underground facilities less the estimated net salvage value and depreciation of the replaced overhead facilities. Underground services will be installed and maintained as provided in ~~the Department's~~BEU's rules applicable thereto.

D. ~~In~~ The term "underground distribution system" means an electric distribution system with all wires installed underground, except those wires in surface mounted equipment enclosures.

ELECTRIC RULE NO. 17 ~~- ADDED FACILITIES~~
ADDED FACILITIES

Added facilities are facilities provided by ~~the utility~~BEU which are in addition to, or in substitution for, the standard facilities which the utility would normally install. When a customer makes written application for added facilities and the installation of such facilities is acceptable to ~~the utility~~BEU, the added facilities will be installed under the following conditions:

1. The customer shall pay the cost of the installation of added facilities and a continuing monthly charge for the added investment as determined by ~~the utility~~BEU.

2. In the event that the added facilities are abandoned prior to five years from the date service is first rendered from the added facilities, the customer will pay ~~to the utility~~BEU the cost ~~installed~~ of the added facilities plus the cost of removal, less the estimated salvage.

ELECTRIC RULE NO. 18~~ – DEPARTMENT'S RIGHTS OF INGRESS~~ PUBLIC UTILITY ACCESS TO ~~AND EGRESS FROM CONSUMER'S~~ PRIVATE PROPERTY

As stated in the City of Banning Municipal Code Section ***13.05.060 – Responsible Parties***, customers taking service from Banning Electric Utility (BEU) are required to follow the rules and regulations that are established by the Banning City Council. Failure to comply with the rules and regulations is a violation of the Municipal Code.

A. CUSTOMER CONSENT:

BEU agrees to provide electric service to end-use customers under certain terms and conditions, one of which is the customer's consent to BEU's employees entering the customer's premises to perform any work necessary for service.

B. ENTRY ON PREMISES:

~~The Department shall at all times have the right of safe ingress to, and egress from, the consumer's premises at all reasonable hours for any purpose reasonably connected with the furnishing of electric energy and the exercise of any and all right secured to it by law, or these Rules.~~

~~This includes the periodic reading of meters, maintenance or replacement of meters, and other necessary work on the City's electrical facilities.~~

The customer's utility system shall be open for inspection at all reasonable times to authorized representatives of BEU. City employees may enter private premises to make inspections or examinations of wires, fixtures, or attachments, to read meters, or to determine if there has been unlawful tampering with utility equipment, devices, or seals, or unlawful installation of devices to evade electric metering of energy. City employees whose duty it is to enter upon private premises will be provided with a badge or other identification. Such identification shall be shown to customer at the time of entry on customer's premises.

C. ROUTINE WORK:

BEU shall, at all reasonable hours, have access to meters, service connections, and other property owned by it which may be located on customer's premises for purposes of installation, maintenance, or replacement of meters; meter readings; operation; or removal of the property at the time service is to be terminated.

D. EMERGENCY WORK:

During an emergency, BEU shall, at any time and with minimal notice, have access to meters, service connections and other property owned by it which may be located on

customers' premises for purposes of installation, maintenance, meter readings, operation, or removal of utility property at the time service is to be terminated.

E. INTERFERENCE WITH AUTHORIZED EMPLOYEES:

Subject to all other applicable state law, BEU Deputy Director or designee may discontinue service of electrical energy to any premises after written notice to the customer of the intent to do so, for the following causes:

- The customer has refused entry or admittance an authorized employee, at a reasonable hour, in the performance of his or her duty onto the real property or premises of customer; or,

- The customer, by his or her personal conduct, or by maintaining a dangerous condition or vicious animal upon the premises, has hindered or interfered with an authorized employee in the performance of his or her duty. The BEU Deputy Director or designee shall serve such notice by mailing one copy to the customer at his or her last known address, and one copy to the premises, if a different address. BEU Deputy Director need not reconnect the service until the customer has given satisfactory assurance to the utility that an authorized employee will not be interfered with or hindered, or refused admittance, in the performance of his or her duty.

F. ACCESS TO ELECTRIC METERS AT THE CUSTOMER'S FACILITIES SHALL BE PROVIDED AT ALL TIMES.

If access to the customer's meter is prohibited by a locking device on a gate, door, or other access entries, customers shall provide BEU with a key to allow access by meter readers or other authorized personnel for the purpose of inspecting and/or maintaining and/or reading the meter. BEU is authorized to install at the customer's facility a lock box accessible only to BEU authorized personnel for the purpose of securing the key on site to gain ready access to the customer's electric meter.

G. FAILURE TO COMPLY:

Failure to provide access to utility facilities on private property could result in termination of services. All applicable utility charges for inspection, service disconnection and/or reconnection, meter removal and/or meter set, meter tampering and/or power theft, or other operations or maintenance activity may apply considering the circumstances.

NFPA 70, NEC 2017 Edition, Article 90, Introduction, 90.1 Purpose and 90.2 Scope

The City of Banning has adopted the National Electric Code (NEC) as a guideline to ensure practical safeguarding of persons and property from hazards arising from the use of electricity (90.1). Banning Electric Utility promotes the NEC for having adequacy, in that, the code contains provisions that are considered necessary for safety. Compliance therewith and proper

maintenance result in an installation that is essentially free from hazard but not necessarily efficient, convenient, or adequate for good service or future expansion of electrical use (90.2).

NFPA 70, National Electric Code 2017 Edition, Article 100, Definitions, Authority Having Jurisdiction (AHJ)

Banning Electric Utility is an authority having jurisdiction for the City of Banning. Banning Electric Utility is the statutory local organization responsible for public safety and enforcing the requirements of a code or standard, or for approving equipment, materials, an installation, or a procedure.

~~As provided for in the Rules herein contained, the Department shall have the right to remove any and all of its property installed on the consumer's premises at the termination of service.~~

(Rescinds R & R 1975-23)

ELECTRIC RULE NO. 19~~–~~
SUPPLY TO INDIVIDUAL PREMISES AND SUB-METERING OF ELECTRIC ENERGY
(Resolution 1976-61, 1983-19)

A.~~-~~ SUPPLY TO INDIVIDUAL PREMISES~~ AND SUB-METERING OF ELECTRIC ENERGY.~~

1. Supply to individual premises – A separate meter installation is required for service to each premise irrespective of the identity of ownership or operation of several premises, and in accordance with the City of Banning Zoning Ordinance.

2. Sub-metering of electric energy~~ As of the effective date of the adoption of this Resolution,~~, such as master meter installations, will not be permitted.

3. Energy shall be provided according to the applicable serving characteristics. A customer shall not use electricity received from BEU upon other premises nor other purposes than those specified in ~~any new mobile home park or in any new additions to existing mobile home parks.~~the rate schedule.

~~B~~

C. EXISTING INSTALLATION WITH ~~MASTER~~ SUB-METERS.
The installation of meters for the purpose of sub-metering electricity to mobile home parks, condominiums, apartments, and others is not permitted for new installations. The following shall apply to existing master metered installations installed.

1. ~~The Department~~BEU will provide electric service to trailer courts or mobile home parks through one point of delivery.

2. Electric rates applicable to master meters shall be the electric rates in ~~affect,~~effect and shall be subject to change.

3. Where individual mobile homes or apartments are sub-metered for the tenant, the cost for energy provided to the tenant shall not be in excess of ~~the Department's "D Rate"~~BEU's rate for residential customers. ~~Meters~~Sub-meters used shall be maintained and tested by the owner.

4. For each billing period, the park owner shall provide each sub-metered tenant with the date of the meter reading, the previous meter reading, present meter reading, KWHR use, ~~uel cost adjustment~~current rate, and total amount of the bill.

~~C. NEW INSTALLATIONS AND~~ 5. A copy of the applicable rate schedules and this Rule No. 19 shall be posted in a conspicuous place on the Premises being serviced by BEU. BEU has the right to discontinue service to any Customer violating this rule subject to applicable state and local law.

D. ADDITIONS TO MOBILE HOME PARKS, MOBILE HOME SUBDIVISIONS AND TRAILER PARKS.

~~The Department~~ BEU will provide individual service to mobile homes in accordance with Rule ~~and Regulation #~~No. 14.

1. Mobile Home Park developers will install the wiring system as required~~, including the front footage charge~~ and make the required deposits.

2. Each space will be provided with an approved metering pedestal and protective equipment of adequate capacity to maintain standard voltage at each space.

3. Application for service and billing will be in accordance with the applicable ~~Electric Department~~BEU Rules and Regulations.

~~D~~E. JOINT USE FACILITIES

1. Electric energy provided for the mobile home park or sub-division joint use tenant facilities (office, store, club house, laundry, swimming pool, safety lighting, etc.),

shall be the responsibility of the park owner or operator and shall be separately billed and metered.

2. Where it is necessary and with the approval of ~~the Department~~BEU, one or more services may be provided for joint use tenant facilities. Each service shall be separately metered and billed.

3. Where spaces are provided for overnight or transient use, energy supplied shall be through the joint use facilities meter.

~~E~~4. a. If a property with an existing electric service connection is subdivided, the electric service connection shall be considered as belonging to the lot or parcel of the land which it will continue to serve. It shall be at the customer's expense and responsibility to have the connection relocated adjacent to the lot or parcel where use will continue. The charges for any relocations shall be in accordance with Rule # 15.

b. In exceptional circumstances, with the approval of BEU, the parcel that lost power service due to the subdivision may temporarily, until the parcel obtains its own service from BEU, utilize the existing connection via submetering should the two parties agree to do so. The Customer using the submeter shall not be charged more than the rate set by BEU for that particular schedule.

F. INDIVIDUAL MOBILE HOMES

When permitted by City Ordinance, individual mobile homes located outside of mobile home parks may receive service under the temporary service provision of these Rules and Regulations.

ELECTRIC RULE NO. 20 - UNIT OF BENEFIT CHARGE

A. GENERAL

A unit of benefit charge will be applied to all undeveloped properties when they are improved.

1. Street Lights

Whenever street lights are installed on new streets or existing streets.

When the level of lighting must be increased due to change in street classification or due to the improvements made.

2. Underground utilities

When underground utilities are installed along undeveloped properties and which will be used to serve the area.

3. When existing overhead utilities are change to underground to improve reliability.

B. PAYMENT

The unit of benefit charge will be assessed to the property being developed based on a per foot of property fronting on the street.

1. Payment will be made at the time that Building permits are issued and shall apply to land sub divisionssubdivisions and property development.

C. AMOUNT

1. The per foot unit charge may be either the estimated or actual installation cost, divided by the front footage of all property fronting on the street. In no case shall the per unit of benefit charge be less than $2.50 per foot.

2. The per unit charge shall be applied as one charge for street lighting and a separate charge for underground electric distribution.

3. The City of Banning reserves the right to determine the amount of front footage to be charged and the per unit charge.

D. INSTALLATION

1. The installation of the street light system will be by either the Developer or the DepartmentBEU at the discretion of the DepartmentBEU. Normally the Developer

will be required to furnish and install all street lighting equipment in sub divisionssubdivisions or land developments.

2. The DepartmentBEU reserves the right to install the street lighting in areas in which the developer owns or is improving and charge, the developer on a per foot basis.

ELECTRIC RULE NO. 21 ~~-~~
TURN ON AND TURN OFF OF ELECTRIC SERVICE FOR REPAIR OR OTHER

A. SERVICE CHARGE

Temporary turn off or turn on of electric service for the purpose of allowing the customer to make repairs or changes to wiring will normally be done by BEU from 7:00 am to 2:00 pm, Monday through Thursday. There will be no charge for up to an hour of time. A charge will be made for each additional hour or fraction thereof. If a customer calls for emergency restoration of service during other than normal working hours, and it is determined that the problem is on the Customer's side of the meter and is therefore the Customer's responsibility, there will be additional charges. Charges are per BEU estimate.

When ~~Department~~the BEU service crew ~~men~~ are requested to make more than one call in any 30 day period to any customer to re-establish service due to items such as fuse blowing, circuit breaker tripping or faulty equipment of the customer, a service charge will be made ~~equal to~~no less than a two person service crew for a minimum of one hour ~~of the employee or employees~~ time and equipment ~~will be made.~~. This charge will be added to the monthly bill of the consumer.

B. OVERHEAD SERVICE REMOVAL FOR TREE TRIMMING OR REMOVAL

A request to temporarily remove overhead service drop to permit trimming or removal of trees will be at no charge to the customer or contractor if the trimming or tree removal is a benefit to ~~the Department~~BEU.

Should ~~the Department~~BEU determine that the removal of the tree or trimming is of no benefit a charge for all labor, equipment and material shall be made in advance of the work.

The customer or contractor shall provide ~~the Department~~BEU with a 48 hour notice and the shut-off will be done at the discretion of ~~the Department~~BEU.

C. TEMPORARY TURN-OFF OF ELECTRIC SERVICE TO AVOID MINIMUM CHARGES

BEU shall not discontinue electric service merely to enable a Customer to avoid payment of minimum charges, except where the Customer is affected by fire or similar cause beyond the Customer's control. ~~If BEU has discontinued electric service with the understanding that the service is to be off permanently or for not less than 6 consecutive months, and the same Customer resumes the use of the service in less than 6 months after the discontinuance, then BEU shall consider the service active for the full period of discontinuance and shall bill the Customer for each month's minimum charges. This does~~

~~not apply to an approved renovation/construction related work if applicable permit is presented to BEU.~~

ELECTRIC RULE NO. 22
TREE TRIMMING
(Resolution 1994-130)

A. Clearance of electric distribution lines in public rights-of-way shall be maintained by Banning Electric Utility (BEU). BEU shall have the right to remove any tree, the trunk of which is completely located within the right-of-way, and which creates or may create interference with the electric distribution line. BEU shall have this right to remove a tree even in the case where the branches of the tree extend over private property.

B. BEU shall have the right to trim trees with trunks located on private property which encroach upon required clearances about distribution lines located in easements or the public right-of-way. BEU shall have the right but not the obligation to maintain clearance around service drops from the point of attachment to the distribution system to the point of clearance around the distribution line. The private property owner is not hereby relieved of the duty to maintain all portions of the service drop as hereinafter provided.

C. BEU shall have the right to trim branches of trees with trunks on private property, which do not encroach upon required clearances but which by their condition, and in the judgment of BEU, constitute a threat to the distribution line. BEU shall notify the property Owner prior to removal of such a branch. The Owner shall have the right to appeal such action to the City Manager thin 10 working days of the date of the notice. The City Manager shall have the authority to waive the requirement for the removal of the branch for a period not to exceed one year from the date of the decision. In the event a branch that has been identified as hazardous has been pointed out to the Owner in writing, and the City has waived the right to remove the branch and the branch subsequently damages the distribution Line, the cost to repair the line shall be paid by the Owner.

D. Private property Owners shall be responsible for maintaining clearance around service drops. BEU shall not be responsible for any consequence stemming from the Owner' s failure to maintain clearance around the service drop.

E. In the case of a tree located on private property whose height is such that removal or trimming by the Owner may, in the judgment of BEU, jeopardize the distribution line, upon notification from the property owner of the Intent to trim the tree, BEU may assist the Owner of the property by installing protective covers, de-energizing the line, and/or temporarily adjusting the line at no cost to the Owner. The Owner shall pay the full cost for the trimming or removal of such a tree.

F. BEU shall provide due notification prior to commencing tree trimming operations on private property and shall cooperate with the Owner in the preservation of private property.

G. In the case of an Owner who does not fulfill their responsibility to maintain clearance around their service drop, BEU shall serve notice upon the Owner informing them of the need to trim the tree. Failure of BEU to provide such notice shall not constitute a waiver of the Owner's obligation to maintain a clearance around their service drop. Such notice shall provide that the property owner shall have 30 calendar days following the date of the notice within which to establish clearance as indicated in the notice. In the event that the service drop is not cleared to required distances within the 30 days' notice period BEU shall have the right. but not the obligation or duty, to schedule the service, drop for clearing at the Owner's expense.

H. Private property Owners may apply to BEU for tree trimming around their service drop at the Owner' s expense. The charge for such a service shall be based on a quotation from BEU. Prior to commencement of the work, the charge shall be presented to the Owner in writing along with the City' s other terms for performing the work. Such terms include a requirement that the Owner indemnify the City for all liability arising from the performance of the work save for that arising from the active negligence of the City. If the Owner agrees to the quoted charge and authorizes the work in writing, the City through its own forces or its Contractor shall perform the trimming in accordance with the BEU standards. The Owner may elect to pay for the work at the time of completion or pay for the work through installments on their City utility bill for a term of up to 12 months. The minimum monthly installment payments shall be determined by the Billing Department. Subsequent tree trimming to maintain clearance around the Owner' s portion of the service drop shall remain the responsibility of the Owner.

ELECTRIC RULE NO. 23

CLIMATE ZONE 10 DESIGNATION

(Resolution 2019-146)

For the purposes of tariffs, building codes, solar requirements, and energy efficiency standards the State of California has divided the state into sixteen (16) differing climate zones. Most cities fall into one climate zone. However, due to the somewhat arbitrary nature of the climate zone boundaries, the City of Banning ("City") falls into three different climate zones: Climate Zone 10, Climate Zone 15, and Climate Zone 16.

For the sake of practicality, simplicity, accuracy, and consistency with our neighboring communities, the Electric Utility is designating the entire City as being in only one climate zone, Climate Zone 10. This designation will be for the purposes of tariff baselines, energy efficiency standards, weatherization, solar requirements, and electric-related building standards. The purposes for choosing Climate Zone 10 are discussed below.

Climate Zone 10 encompasses the western part of the City. As such, it includes the community of Sun Lakes, the largest residential community in the City of Banning. The new Pardee Homes development also falls within Climate Zone 10. Once the Pardee development is completed, the majority of the City's customers will be within Climate Zone 10. Most of our neighboring communities, including our sister-city of Beaumont, are within Climate Zone 10. Other neighboring cities that are within Climate Zone 10 include Cherry Valley and Calimesa. The City's seasonal temperatures, elevation, and heating & cooling degree days are most similar to these neighboring cities that are located within Climate Zone 10.

Climate Zone 15 is a large climate zone that includes desert cities such as Indio, Palm Springs, Desert Center, Blythe, and El Centro. The City's seasonal temperatures, elevation, and heating & cooling degree days are not very consistent with the cities within Climate Zone 15.

Only a very small portion of the City is within Climate Zone 16. This portion is primarily a small section within the upper canyon on the northern boundary of the City. As such, Climate Zone 16 is not very representative of the City as a whole.

The Electric Utility desires to have the City designated as being in only one climate zone. It is clear that, from a climate standpoint, the City compares much more closely with our neighboring cities that are within Climate Zone 10. Therefore, the Electric Utility is designating the entire City as being within Climate Zone 10 for the purposes of tariff baselines, energy efficiency standards, weatherization, solar requirements, and electric-related building standards.

CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Arturo Vela, Interim City Manager**
PREPARED BY:	**Nicole Jews, Human Resources Manager** **Art Vela, Interim City Manager**
MEETING DATE:	**September 23, 2025**
SUBJECT:	**Consideration of Resolution 2025-133, Award of a Professional Services Contract to Peckham & McKenney to conduct the Executive recruitment for the City of Banning next Permanent City Manager in the amount of $32,050.00.**

RECOMMENDATION:

Adopt Resolution 2025-133.

BACKGROUND:

The City currently has a vacancy in the City Manager position, which is being temporarily filled by an Interim City Manager. In response, the City Council provided direction to staff to initiate the recruitment process for a permanent City Manager.

To carry out this directive, staff solicited proposals from qualified executive recruitment firms with experience in municipal leadership placements. After a review process, two firms were identified as finalists: Ralph Andersen & Associates and Peckham & McKenney.

On Tuesday, September 9, 2025, City Council conducted interviews with both firms. Following the interviews and subsequent deliberations, the City Council selected Peckham & McKenney as the preferred executive recruiter to conduct the search for the City's next City Manager.

JUSTIFICATION:

Engaging a professional executive recruitment firm ensures the City will have access to a broad pool of qualified candidates, benefit from specialized expertise in municipal executive placements, and provide transparency and confidence in the selection process.

FISCAL IMPACT:

The fees proposed all-inclusive fee by Peckham & McKenney is $32,050.00.

The fee for the recruitment services is budgeted and will be paid with expense account 001-1300-412.33-11.

ALTERNATIVES:

Do not approve Resolution 2025-133 and provide alternative direction to staff.

BUDGETED?:

Yes

CONTRACT/AGREEMENT:

Yes

ATTACHMENTS:

1. Resolution 2025-133.docx
2. PSA For Executive Recruitment Services for City Manager
3. Proposal by Peckham McKenney 7-30-25.pdf

RESOLUTION 2025-133

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, AWARD OF A PROFESSIONAL SERVICES CONTRACT TO PECKHAM & MCKENNEY TO CONDUCT THE EXECUTIVE RECRUITMENT FOR THE CITY OF BANNING NEXT PERMANENT CITY MANAGER IN THE AMOUNT OF $32,050.00.

WHEREAS, the Human Resources Department solicited proposals for executive recruitment services for City Manager; and

WHEREAS, the Human Resources Department received three proposals to evaluate and consider for the City Council interview stage. Only two proposals were moved forward for recommendation to the City Council; and

WHEREAS, the City Council members conducted interviews with the two selected proposers and selected Peckham and McKenney as the successful proposer to award the contract; and

WHEREAS, funding will be available in the City's Human Resources Department account during Fiscal Year 25/26 in an amount not-to-exceed Thirty-Two Thousand, Fifty Dollars ($32,050).

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

SECTION 1. The City Council approve the contract with Peckham & McKenney, for an amount not to exceed Thirty-Two Thousand, Fifty Dollars ($32,050) 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 23rd day of September 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 2025-133, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 23rd day of September 2025 by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

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

Exhibit A
Peckham & McKenney Contract

PROFESSIONAL SERVICES AGREEMENT (C00####)
FOR EXECUTIVE RECRUITMENT SERVICES FOR CITY MANAGER

BY AND BETWEEN

THE CITY OF BANNING

AND

CITY MANAGEMENT ADVISORS LLC
d.b.a.
PECKHAM & MCKENNEY

AGREEMENT FOR PROFESSIONAL SERVICES (C00###) FOR RECRUITMENT SERVICES FOR CITY MANAGER BY AND BETWEEN CITY OF BANNING AND CITY MANAGEMENT ADVISORS LLC

THIS AGREEMENT FOR PROFESSIONAL SERVICES (herein "Agreement") is made and entered into this 23 day of September , 2025 by and between the CITY OF BANNING, a municipal corporation whose address is 99 E. Ramsey Street, Banning California 92220 ("City") and CITY MANAGEMENT ADVISORS LLC d.b.a. Peckham & McKenney, a California limited liability company whose address is 5452 Manitowac Dr, Rancho Palos Verdes, California 90275 ("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 Proposal, Executive Recruitment Services for City Manager, dated July 29, 2025, the performance of the services for the recruitment of a city manager prepared in connection therewith, and as further defined and described particularly in Section 1 of this Agreement.

B. Consultant, following submission of a proposal or bid for the performance of the services defined and described particularly in Section 1 of this Agreement, was selected by the City to perform those services.

C. Pursuant to the City of Banning's Municipal Code, City has authority to enter into this Agreement.

D. The Parties desire to formalize the selection of Consultant for performance of those services defined and described particularly in Section 1 of this Agreement and desire that the terms of that performance be as particularly defined and described herein.

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 "Proposal" attached hereto as **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 recruitment of a city manager acceptable

to and ultimately hired by the Banning City Council. 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 practice recognized by one or more first-class firms performing similar work under similar circumstances.

2 Consultant's Proposal. This Agreement shall include the Request for Proposal or Invitation for Bids ("Contract Documents") and the Proposal shall include the Consultant's scope of work or in Consultant's accepted proposal ("Accepted Proposal") shall be incorporated herein by this reference as though fully set forth herein. In the event of any inconsistency between the Contract Documents, Accepted Proposal, and/or Agreement, the terms of this Agreement shall govern.

3 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.

4 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.

5 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).

6. 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.

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 for the service of the other.

8. 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 the Proposal 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. It is expressly understood by Consultant that the provisions of this Section shall not apply to services specifically set forth in the Proposal or reasonably contemplated therein. Consultant hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Proposal may be more costly or time consuming than Consultant anticipates and that Consultant shall not be entitled to additional compensation therefor.

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 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.

Notwithstanding the foregoing, it shall be the City's responsibility to schedule, provide, and host all aspects of the interview process. This includes, without limitation, scheduling and providing facilities (e.g., location, tables, chairs, etc.); administrative supplies (e.g., easel/flip chart/markers, pads of paper, pens, etc.); and hospitality (e.g., water for candidates, lunch for City Council, etc.).

10. Compensation.

10.01 Consultant shall be paid at the rates set forth in the Proposal and shall not increase any rate without the prior written consent of the City. 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 Thirty-Two Thousand Dollars($32,000).

10.02 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.

10.03 One-third of the Compensation is due as a retainer upon execution of the Agreement. This retainer covers upfront and necessary expenses incurred by Consultant on the City's behalf for the preparatory work and advertising. If the retainer is not received by Consultant within thirty (30) days of execution of the Agreement, Consultant will suspend the recruitment process until payment is received. The second one-third of the full payment will be invoiced at the closing date, and it is due within thirty (30) days following the invoice date. The final one-third of the full payment will be invoiced after the finalist interviews, and it is due within thirty (30) days following the invoice date.

10.04 Payment to Consultant for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Consultant.

11. Time of Essence. Time is of the essence in the performance of this Agreement.

12. Schedule of Performance. Consultant shall commence the services pursuant to this Agreement and shall perform all services within the time period(s) established in the Proposal. When requested by the Consultant, extensions of the time period(s) specified in the Proposal may be approved in writing by the Contract Officer or City Council but not exceeding one hundred eighty (180) days cumulatively.

13. Force Majeure. The time period(s) specified in the Proposal for performance of the services rendered 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. 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. The Contract Officer's determination shall be final and conclusive upon the Parties to this Agreement. In no event shall Consultant be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Consultant's sole remedy being extension of the Agreement pursuant to this Section.

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:

_____ _____

(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. All personnel of Consultant, and any authorized agents, shall at all times be under the exclusive direction and control of the Principals. For purposes of this Agreement, the foregoing Principals may not be replaced nor may their responsibilities be substantially reduced by Consultant without the express written approval of City. Additionally, Consultant shall utilize only competent personnel to perform services pursuant to this Agreement. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff and sub-consultants, if any, assigned to perform the services required under this Agreement. Consultant shall notify City of any changes in Consultant's staff and sub-consultants, 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, desire to

reassign any staff or sub-consultant of Consultant, Consultant shall, immediately upon reassign notice from City of such desire of City, reassign such person or persons.

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 Council. 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, its principals and employees 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. Consultant also agrees to require all Consultants and sub-consultants or subcontractors to provide the same coverage required under this Section 20.

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.

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 obligations 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 a 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, If the Consultant disputes the City's determination of default, the matter shall be submitted to binding arbitration in accordance with American Arbitration Association ("AAA") with venue being held in Riverside County, California. Pending resolution of the dispute, the City shall hold all invoices related to the alleged default period. Upon resolution through arbitration, payment of such invoices shall be made consistent with the arbitration decision. 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. City may not withhold or deduct from any amount payable to Consultant under this Agreement without Consultant's prior written approval. Consultant's approval shall not be unreasonably withheld where withholding is necessary to (i) address amounts in dispute hereunder, (ii) compensate City for actual, documented losses, costs, liabilities, or damages caused by Consultant, or (iii) cover amounts for which City has been determined legally liable to third parties by reason of Consultant's acts or omissions in the performance of Consultant's obligations under this Agreement. In the event that a third-party claim is made, the amount or validity of which is disputed by Consultant, or any indebtedness shall exist which appears to be the basis for a claim of lien, City may request Consultant's written authorization to withhold from any payment due an amount sufficient to cover such claim; provided, however, that

no such withholding shall occur without Consultant's express prior written approval. The failure of City to exercise its right to seek withholding shall not affect Consultant's obligation to insure, indemnify, and protect City as otherwise 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, either party, 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 the other party.

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

_____ _____
, Date
City Manager

ATTEST:

_____ _____
Date
City Clerk

APPROVED AS TO FORM:

_____ _____
John Pinkney, Date
City Attorney

CONSULTANT

_____ _____
Name: Date
Title:

_____ _____
Name: Date
Title:

_____
Tax ID No.

EXHIBIT "A"
PROPOSAL

[ATTACHED BELOW]

EXHIBIT "B"
CERTIFICATES OF INSURANCE AND ENDORSEMENTS

[ATTACHED BELOW]

July 30, 2025

Mayor Sheri Flynn, Mayor Pro Tem Richard Royce,
and Councilmembers Cindy Barrington, Leroy Miller, and Collen Wallace
City of Banning
c/o Nicole Jews, Human Resources Manager
99 E. Ramsey Street
Banning, CA 92220

Via PDF/Email To: njews@banningca.gov

Dear Mayor Flynn and Members of the City Council,

Thank you for considering Peckham & McKenney for the City of Banning recruitment for City Manager. Peckham & McKenney would be honored to work with the City in this important search. We look forward to the opportunity to specifically *find* exceptionally skilled and experienced candidates that will work effectively with you, serve City residents and the community, and work successfully with the staff team.

Peckham & McKenney is a well-established and experienced, honest and communicative, hardworking, and service oriented firm. We are known for achieving successful and long-term placements. As a firm that only conducts recruitments for cities, counties and special districts – and primarily in California, some of our distinguishing attributes include:

- We actively and personally search for, find, and pursue candidates throughout California and the nation. We don't act as a supermarket and wait for (or expect) prospective applicants to simply find a position on our website, in an ad, or from social media. Through an extensive personal and corporate network, and with a keen understanding of what our client is looking for, we market your opportunity and use the telephone and LinkedIn along with text, email and social media to *find* candidates.
- We limit the number of concurrent searches in order to directly focus on serving our client.
- We prioritize a respectful, thorough, responsive, communicative, and complete process to represent our client in the best light, keep everyone informed, and make the recruitment process a positive experience. Furthermore, we communicate with applicants and treat them with respect.
- Your Recruiter is personally, solely, and directly responsible for all aspects of the search; your Recruiter is also your one point of contact. In other words, your Recruiter who knows about the City and the responsibilities of the vacant position handles all components of the recruitment (for example, preparing the Candidate Profile, conducting outreach, reviewing applicants, presenting applicants, facilitating interviews, and conducting reference checks).

The Peckham & McKenney team is comprised of retired municipal managers and directors who are passionate about the public sector. As a Recruiter with Peckham & McKenney and as owner of the firm, I am proud to work with our team because we value and prioritize assisting public agencies in furtherance of good government; placing quality above quantity; and building long lasting relationships with those in the public service.

For this important position and search, I will serve as your Recruiter. As a retired City Manager, previously on the CalCities Executive Board representing City Managers throughout the State, and successful Recruiter, I know the skills and knowledge needed for an applicant to be successful as a City Manager, and am well-connected to find candidates. Furthermore, as a resident of Los Angeles County that has a second family home in the Coachella Valley, I am very familiar with the City of Banning and the region.

Attached are two examples of a Candidate Profiles that illustrate the information we collect, detail and utilize as a foundation for attracting applicants. Also attached is our proposal that explains what we will do for the City, our search process, the completed form in the Request for Proposals, and our exceptions to the agreement. I hope the information provided is sufficient and if not, I'm pleased to answer questions and discuss. For our service, we are proposing a fee of $32,050 that I am also pleased to discuss and address with you. I would also be pleased to participate in an interview to meet you, present our proposal, discuss our process and share the unique attributes of our search firm.

We are excited for the opportunity to implement the process leading to the successful placement of a candidate that "fits" the City's interests and we are ready to start immediately. Please feel free to call me at 310.567.1554 if there are any questions.

Sincerely,

Anton "Tony" Dahlerbruch
Executive Recruiter
Tony@PeckhamAndMcKenney.com

Enclosure:
- City of Banning – City Manager Search Proposal
- Completed RFP Form
- Exceptions to Agreement
- Candidate Profile Example (City of Santee and City of Santa Maria)

Peckham & McKenney
"All about fit"

City of Banning

RECRUITMENT PROPOSAL

for

City Manager

July 30, 2025

PECKHAM & MCKENNEY EXECUTIVE SEARCH

Peckham & McKenney
EXECUTIVE SEARCH

Serving local governments (cities, counties, districts) by conducting recruitments and placing management and executive leaders that fit the personnel needs and interests of agencies.

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Why Choose Us?

Peckham & McKenney focuses on *quality* searches and placements (over quantity) in recognition that each placement is "All about fit". Serving local government since 2004, we are one of the most trusted and respected executive recruitment firms in the country. We have successfully placed hundreds of local government professionals including City Managers, County Executive Officers, General Managers, Police and Fire Chiefs, Department Heads, Assistant Managers, and mid-level Managers. Time and again, we receive unsolicited compliments from clients and candidates in reference to our integrity and high ethics, commitment, follow-through, communication, and service. We take pride in treating both our clients and candidates with utmost respect.

For more information, please visit our website at **www.PeckhamAndMcKenney.com.**

Our commitment to you

Peckham & McKenney, by maintaining the quality, style, values and culture established by Bobbi Peckham and Phil McKenney, performs on the premise that an executive search firm must be dedicated to providing its clients and candidates with professional and responsive service, and a personal, hands-on approach. Our business philosophy is founded on the understanding that we are in a "people" related industry and that attention to others' needs is the key to providing effective customer service.

- **We believe in honesty.** No client should ever appoint an individual without being fully knowledgeable of the candidate's complete background and history. Additionally, no candidate should ever enter into a new career opportunity without full disclosure of any organizational "issues."
- **We keep everyone involved in the recruitment process informed.** Not only do we provide regular updates to our clients, we also have a reputation for keeping our candidates up to date.
- **We do not recruit staff from our client agencies** for another recruitment during an active engagement, nor do we "parallel process" a candidate, thereby pitting one client against another for the same candidate.
- **We do not recruit our placements — ever.** Should a placement of ours have an interest in a position for which we are recruiting, they may choose to apply. If they become a finalist, we ask that they speak to their supervisor to alert them of their intent.
- **We are retained only by cities, counties and special districts.** We are not retained by applicants or non-governmental agencies.
- **We do not over commit ourselves to too many searches.** Your recruiter maintains a small, limited number of concurrent searches at all times in order to focus specifically and diligently on recruiting qualified candidates for your vacancy.
- **We commit to diversity in its broadest possible definition in every aspect of each executive recruitment.** Peckham & McKenney has a well established reputation of placing women and people with diverse backgrounds.

EXPERIENCE

With our recruitment team that solely consists of retired City Managers, Assistant City Managers, Police Chiefs and Department Heads, and our expert support team, Peckham & McKenney brings more experience and knowledge of local government and executive search than any other California recruiter. A few of our most recent recruitments related specifically to City Manager have been:

- Assistant City Manager, City of Indio, CA
- City Manager, City of Manteca, CA
- City Manager, City of Milpitas, CA
- City Manager, City of Malibu, CA
- City Manager, City of San Luis Obispo, CA
- City Administrator, City of Santa Barbara, CA
- City Manager, City of Santa Maria, CA
- City Manager, City of Santee, CA (current)
- City Manager, City of Stockton, CA (current)
- City Manager, City of Sunnyvale, CA
- Deputy Town Manager, Town of Yucca Valley, CA

Please don't hesitate to contact these agencies as well as our large list of current and former clients on our website (here); they will attest to our quality of service, on-going communication throughout the process, personal and direct outreach and sourcing of candidates, quality applicant pool, written materials and interview facilitation.

As an ambassador of our clients, Peckham & McKenney is also known for maintaining ongoing communications with our applicants throughout the search process, treating every applicant with respect, and appropriately informing candidates to support their best effort. The numerous compliments we have received from applicants fairly illustrate this reputation.

Comfortable and Professional Experience

"I'd like to thank you again for your support and guidance throughout the recruitment and selection process. It was a comfortable and professional experience, and I attribute a great deal of that to you. It's my hope that our professional paths may cross again in the future." **Candidate**

Straightforward, Friendly, and Humane Recruitment Process

"I wanted to let you know what a terrific job I thought you and Peckham & McKenney did on the recruitment. It was absolutely the most straightforward, friendly, and humane recruitment process I've ever participated in. And I would feel the same way even if the outcome was not successful for me." **Candidate**

Proactive and Responsive

Diana worked with the City to fill the Chief of Police position early in 2023. Diana is clearly well respected in the LEO community and has a vast network which led to a competitive pool of candidates for the City to select from. Diana was proactive from our very first meeting and always very responsive. The City team valued Diana's integrity, opinion and sense of humor. She was a pleasure to work with and I wouldn't hesitate to hire her for any executive recruitment critical to your organization. **Client**

You Made Me Feel So Comfortable

"This is my first time working with a recruiting company, and I'm so happy for having the opportunity to work with your company, wow! I truly enjoyed the process! Your interview skills are amazing! You made me feel so comfortable and I felt like I was just talking shop with a longtime friend. Thanks for the personal touch that you include in your job, I believe that this is what makes your firm so desirable and successful." **Candidate**

Testimonials from clients and candidates are at https://www.peckhamandmckenney.com/testimonials.

Please feel free to contact any of the following current and recent clients to inquire about their experience with Peckham & McKenney. In addition, we would be pleased to furnish the client contact and phone numbers for any past clients listed in this proposal. A few references are as follows:

City of Santa Maria, CA – City Manager
Mayor Alice Patino and / or David Rowlands, City Manager
(805) 925-0951 x 2188; apatino@cityofsantamaria.org or (805) 925.0951 x2200; drowlands@cityofsantamaria.org

City of San Luis Obispo, CA – City Manager
Mayor Erica Stewart, Members of the City Council and / or Whitney McDonald, City Manager
(805) 540-1154; estewart@slocity.org or (805) 781-7114; wmcdonald@slocity.org

City of Santa Barbara, CA – City Administrator
Mayor Randy Rowse, Members of the City Council and / or Kelly McAdoo, City Administrator
(805) 564-5322; rrowse@santabarbaraca.gov or (805) 564-5305; kmcadoo@santabarbaraca.gov

City of Santee, CA – City Manager
Rida Freeman, Human Resources Director and / or Shawn Hagerty, City Attorney
(619) 258-4100 x 131; rfreeman@cityofsanteeca.gov or (619) 347-4837; shawn.hagerty@bbklaw.com

YOUR RECRUITMENT TEAM

Our Approach

With every Peckham & McKenney recruitment, your Recruiter has the entire Peckham & McKenney team of Recruiters and administrative personnel for backup, support, collaboration, and sourcing. *However*, when you retain Peckham & McKenney, *your Recruiter* serves as your single point of contact throughout the entire search process and is fully responsible for its success. Moreover, in order to fully focus on your search and finding applicants that fit with the ideal candidate you are seeking, your Recruiter also maintains no more than 6 active searches.

Peckham & McKenney Team

The Executive Recruiter for you in this search is Tony Dahlerbruch.

Tony Dahlerbruch, Executive Recruiter
Managing Member (owner) of Peckham & McKenney Executive Search

Tony worked in local government over 30 years before joining the Peckham & McKenney team. His experience spans most every city department in the Cities of Beverly Hills, California; Scottsdale and Phoenix, Arizona; and Rockville, Maryland, with ultimately serving a combined 12 years as City Manager in Rolling Hills and Palos Verdes Estates, California. Tony has represented the City Managers Department in CalCities as a two term Director on the Executive Board, President of City Managers Department, and member of numerous Policy Committees. He has also served as a Regional Vice President on the Executive Board of the International City/County Management Association. Tony holds a Bachelor of Arts in Political Science from the University of California at Santa Barbara and a Master of Public Administration from The American University in Washington, D.C.

Tony is supported by the following team.

Joyce Johnson, Operations Manager

Joyce Johnson joined Peckham & McKenney in 2005 and serves as the firm's Operations Manager. She has over 30 years' experience in the field of administrative and executive support for all aspects of the executive recruitment process. She oversees internal administration of the firm as well as directing contract administrative support in the areas of advertising and design, web posting, and duplication and mailing services. Prior to joining Peckham & McKenney, Ms. Johnson oversaw internal administration in the Western Region headquarters of two national management consulting and executive recruitment firms. Ms. Johnson is complimented regularly on her strong customer orientation working with both clients and candidates alike. Ms. Johnson holds an Associate of Arts degree from American River College.

Tayler Bergstrom, Research Assistant

Tayler Bergstrom joined Peckham & McKenney in 2022 and currently serves as a Research Associate. Tayler is currently pursuing a PhD at UCLA where she worked previously as a lab manager overseeing various research projects. Prior to that, Tayler graduated from UC San Diego with a Bachelor of Science degree in Psychology.

Linda Pucilowski, Graphic Designer

With nearly 30 years of experience, Linda Pucilowski provides her expert design and marketing skills to Peckham & McKenney. She is the firm's "go-to" professional for all advertising and brochure design and creation. Ms. Pucilowski holds a Bachelor's degree from California State University, Sacramento.

Rachel Moran, Website & Social Media Assistant

Rachel Moran has been in the graphic design field since 2007 and prides herself on creating eye-catching visual art. She supports the Peckham & McKenney team by handling all website visual and technical design as well as social media. Ms. Moran graduated from the Art Institute of Houston obtaining her Bachelor's Degree in Fine Arts with a concentration in Graphic Design.

Peckham & McKenney
"All about fit"

The Search Process and Schedule

Peckham & McKenney is committed to finding the best fit for your position. Our process is 12 to 14 weeks and generally involves the following phases:

Project Organization (pre-recruitment) – We will meet to discuss the search timeline, process and logistics for conducting a successful search.

Development of the Candidate Profile (2 weeks) – We will meet with agency members to listen to specific expectations of the position; learn the background and experiences desired in the ideal candidate; and understand the organizational culture and interests to create an attractive Candidate Profile marketing brochure.

Recruitment (4 to 6 weeks) – Our main focus in outreach will be direct, personal contact with quality potential candidates. Additionally, ads will be placed in industry publications and social media to broadly market the opportunity. Our client agency is continuously updated on our progress.

Supplementary Review (2 weeks) – Upon our review of the resumes received, supplemental questionnaires will be sent to candidates who appear in most alignment with the Candidate Profile. Following a thorough review of the supplemental questionnaires, we will conduct preliminary telephone interviews. Internet research will also be conducted so that we may probe the candidate regarding any areas of concern.

Recommendation of Candidates/Selection of Finalists (1 week) – A report will be provided to the agency that includes, among a variety of documents, a full listing of all candidates for review and the materials submitted by candidates recommended for an interview.

Interview Process (2 weeks) – Your recruiter will facilitate the interview process, inclusive of an orientation session at the beginning, and a discussion of candidates at the end.

Qualification (1 week) – Once a finalist is selected, a reference check and thorough background check will be conducted. Assistance with negotiating compensation will also be provided.

Cost of Services

The proposed fee to conduct the search process for your next City Manager is $32,050. We are pleased to discuss and address this. The fee is an all-inclusive for the services to achieve success in your search as described below. Additional services can be provided and negotiated accordingly.

Peckham & McKenney is unique among recruiting firms for several reasons including having a fixed all-inclusive fee. We have found that an all-inclusive fee for the search process is simpler, cost-effective, and efficient.

The all-inclusive fee above includes professional fees and expenses (out-of-pocket costs associated with advertising, Recruiter travel, administrative support / printing / copying / postage / materials, telephone / technology, internet research checks on recommended candidates, and full background check on selected finalist only). For services not specified herein, we will discuss your interests and an appropriate fee.

Process of Payment

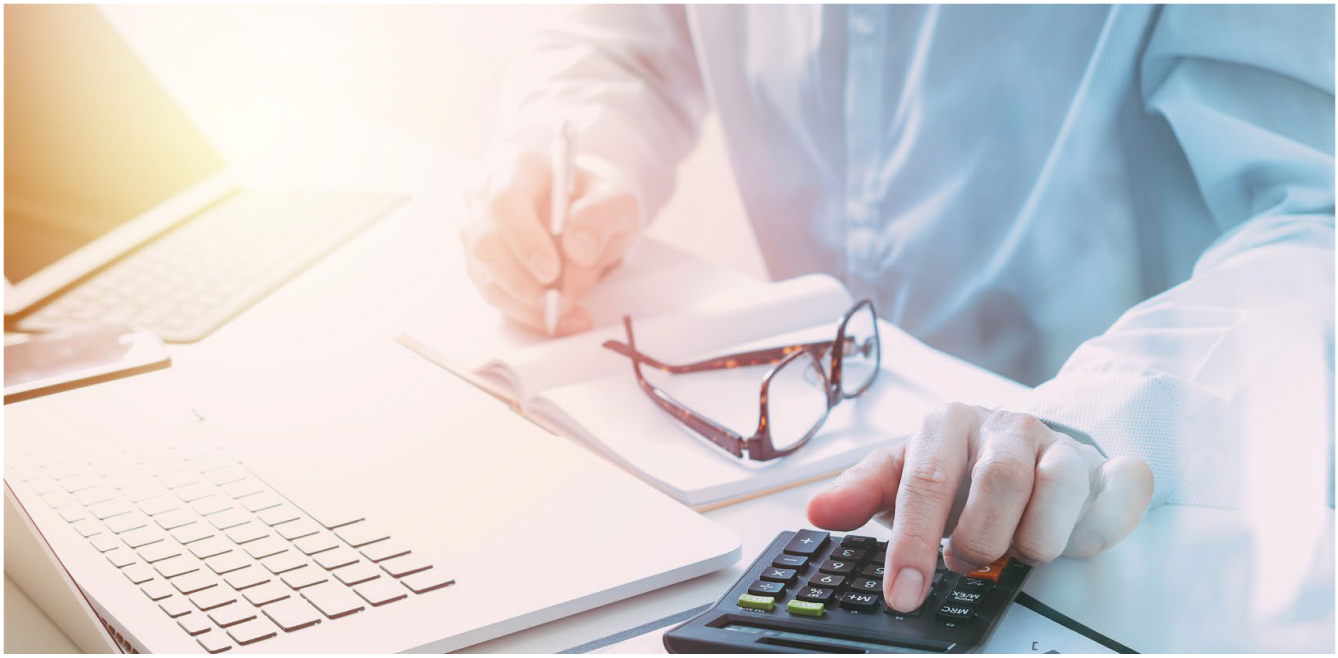
One-third of the all-inclusive fee is due as a retainer upon execution of the agreement. This retainer covers upfront and necessary expenses incurred by Peckham & McKenney on the City's behalf for the preparatory work and advertising. If the retainer is not received by Peckham & McKenney within 30 days of execution of the agreement, we will suspend the recruitment process until payment is received. The second one-third of the full payment will be invoiced 1 month from contract execution, and it is due within 30 days following the invoice date. The final one-third of the full payment will be invoiced 2 months from contract execution, and it is due within 30 days following the invoice date.

Agreement

Peckham & McKenney is the operating name of City Management Advisors LLC, Anton Dahlerbruch, Managing Member.

Insurance

Peckham & McKenney carries Professional Liability Insurance ($1,000,000 limit), Commercial General Liability Insurance ($2,000,000 General Liability, and $4,000,000 Products) and Automobile Liability Insurance ($1,000,000). Our Insurance Broker is B&B Premier Insurance Solutions, Agoura Hills, CA.



Guarantee

We are pleased to share that the Peckham & McKenney success and placement record are particularly strong. We are confident that our recruitment process will result in a quality candidate that will stay in your employment.

Our Guarantee:

- We will connect with the City in 6 months and 1 year after the appointment to check-in,
- We will conduct a second search within 6 months of our search process if a candidate is not placed, and
- If the placement vacates the position within 1 year from the date of accepting the offer, we agree to conduct a second search within 6 months of the vacancy as follows:

Because of how we conduct recruitments, it is unusual that we are unsuccessful in providing a placement, an individual is not placed, or the placement vacates the position within a year. In the unlikely event that no qualified candidates are identified *as a result of the search efforts*, *and* it is mutually agreed that *the result is due to the search effort and/or process*, we will extend the search for a second time for $7,200 (expenses). Otherwise, if a second search is necessary, a qualified applicant is not selected, or the selected candidate is separated from employment within 1 year after accepting the offer, a second search will be conducted within 6 months for the discounted fixed fee of $27,000 (external candidates only, and except in the event of budgetary cutbacks, promotion, position elimination, or illness/death, etc.).

Diversity Statement

Peckham & McKenney is committed to diversity in its broadest possible definition in every aspect of each executive recruitment our firm provides. We take pride in the placement of women and applicants of diversity, and are known for long, successful tenures of candidates selected by the agency.

Peckham & McKenney does not discriminate on the basis of race, color, religion, creed, sex/gender, national origin/ancestry, disability, pregnancy, sexual orientation (including transgender status), marriage or family status, military status, or age. We are fully compliant with all applicable federal and state employment laws and regulations in all of our recruitments.

For over 30 years, founder Bobbi Peckham has been a champion of women seeking executive leadership positions within local government.

With our diverse team of Recruiters, Peckham & McKenney supports, promotes and advocates for diversity in the recruitment and hiring processes. In addition to our outreach methods, Peckham & McKenney routinely advertises with the National Forum of Black Public Administrators (NFBPA), Local Government Hispanic Network (LGHN) and CivicPRIDE as well as the National Diversity Network to ensure placement of your opportunity with the following online venues:

- African American Job Network
- Asian Job Network
- Disability Job Network
- Latino Job Network
- LGBT Job Network
- Retirement Job Network
- Veteran Job Network
- Women's Job Network

I.A Type of Business*

- ☐ C Corporation
- ☑ Limited Liability C Corporation
- ☐ Limited Liability Partnership
- ☐ Other
- ☐ S Corporation
- ☐ Partnership
- ☐ Sole Proprietor/Individual

**Response required*

I.B Type your Legal Company Name Here*

State your Company's Name Here. This will be verified against the California Secretary of State's Website.

Legal Company Name: City Management Advisors

State Entity Number: 210912710047

**Response required*

I.C EX PARTE COMMUNICATIONS CERTIFICATION*

I certify that Bidder and Bidder's representatives have not had any communication with a City Councilmember concerning this RFP at any time after the date and time that this was publicly released.

- ☐ Yes
- ☑ No

**Response required*

I.D EX PARTE COMMUNICATIONS CERTIFICATION CONTINUED*

If stated "Yes" above, please explain the circumstances in the following space, or state "None."

**Response required*

I.E DISQUALIFICATIONS QUESTIONNAIRE*

Has the Company, any officer of the Company, or any employee of the Company who has proprietary interest in the Company, ever been 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*

I.F DISQUALIFICATIONS QUESTIONNAIRE CONTINUED*

If stated "Yes" above, please explain the circumstances in the following space, or state "None."

**Response required*

I.G 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."

None (N/A)

**Response required*

I.H CERTIFICATION COMPLIANCE*

There is nothing required here for this project.

Peckham & McKenney
"All about fit"

20 years
PECKHAM & MCKENNEY
EXECUTIVE SEARCH

City Manager

City of Santee, California

Community

With its plentiful open space, vibrant local economy, low crime rate, and connectivity to several major transportation corridors, the City of Santee (population approximately 60,000) is a phenomenal community to live, work and enjoy the outdoors. Situated just 18 miles from San Diego's premier beaches to the west and the **Cleveland National Forest** in the backdrop to the east, and having **over 260 days a year of sunshine**, recreational opportunities in Santee are abundant. Excellent schools, competitive housing, vibrant shopping districts like Town Center and Trolley Square, and a variety of local small businesses enhance Santee's unparalleled quality of life in San Diego County.

As a family oriented community that prides itself on its low crime rate, excellent schools, exceptional special events and a location where businesses desire to be, the community shares a vision, informed by its **evolution and history**, for today and the future that is articulated and guided by the City of Santee **Mission, Vision and Values**. The community embraces a mission that the City honor the public trust and serve the community by providing quality services and programs that promote economic prosperity, safety, social well-being and a healthy environment.

The Organization

The City of Santee is a **Charter** City operating under a Council/Manager form of government. The City is recognized as a very stable and lean organization with an excellent and highly committed professional team that provides high level, effective and efficient public services. The five members of the City Council, comprised of the Mayor who is elected at-large and four Council members elected by district, are responsible for appointing the City Manager, City Attorney, and City Clerk. The City Manager serves the Mayor and City Council and is responsible for implementing the City Council's goals and policies, providing policy recommendations, administering the Charter, and overseeing the effective and efficient delivery of day-to-day public services. The City Council models civility, collaboration, and innovation, fostering good governance and effective public service delivery. The City Council, with a conservative mindset, works exceptionally well together and is committed to excellence.

Through both contract services and in-house personnel, the City provides a broad range of municipal services. Police, animal control, water and wastewater services are provided through third-parties. The current **2024-25 fiscal year budget** consists of approximately $61 million in General Fund expenditures and a $13 million General Fund undesignated reserve. The **5-year capital improvement budget** includes a total of 68 projects totaling approximately $375 million of which $116 million is funded. A total of 156 funded positions provides services through 13 Departments identified in the budget: City Council, City Attorney, City Manager, Information Technology, Animal Control, City Clerk, Human Resources and Risk Management, Finance, Engineering, Planning and Building, Community Services, Law Enforcement Services, and Fire and Life Safety. The City of Santee contracts for police services with the San Diego County Sheriff's Department, and Animal Control is provided by contract with the San Diego Humane Society. Water and wastewater services are provided to the City through a separate special district, the Padre Dam Municipal Water District. The City has one bargaining group and is currently in the negotiation process.

For more information about the City, please visit: **www.cityofsanteeca.gov**.

Peckham & McKenney "All about fit"

The City Manager Position

The City Manager is responsible for managing the City's budget, ensuring the day-to-day delivery of public services through staff oversight, and implementing the City Council's priorities and policies. For fiscal years 2023-24 and 2024-25, the City Council's priorities include:

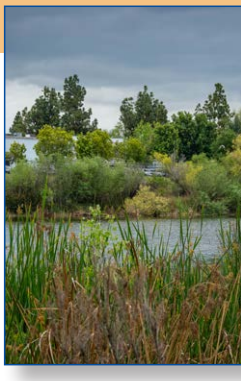
1) Improve fire station facilities and services.

2) Research, and if feasible, facilitate the annexation of West Hills Parkway and surrounding parcels.
3) Expand road paving and other infrastructure improvements.
4) Develop and diversify economic development opportunities through the **Arts & Entertainment District**.
5) Drive full adoption of implemented permitting software across all end users, overcoming resistance and ensuring successful organization-wide utilization. Ensure implementation of other technological improvements including new website and financial system upgrade.
6) Continue and expand the City's resolution to address **local homelessness**.
7) Reduce pension unfunded liability.
8) Complete the Community Center and Cannabis projects.

The Ideal Candidate

- An experienced, dynamic, visionary, strategic, communicative, proactive and results-oriented collaborator and leader.
- Leads in a manner that attracts others to be part of the team and solution.
- Recognizes that surprises to the City and within city administration are not advantageous to effective governance.
- Embraces both innovation and technology to streamline operations, leveraging systems like Microsoft 365, EnerGov, and financial software to enhance efficiency.
- Prioritizes public safety with strategic, community-focused solutions to ensure Santee remains a safe and welcoming community.
- Demonstrates expertise in contract negotiation and management to secure favorable outcomes for the City.
- Proactively seeks solutions, builds consensus, and finds ways to say "yes" to advance City goals.
- Leads through fostering collaboration, motivating and inspiring others, and is skilled in guiding department heads to formalize strategic plans, track milestones, and maintain accountability, while making tough staffing decisions when necessary to uphold performance standards. Has courageous conversations.
- Serves as a team leader that values training, coaching, empowerment, and professional staff development.

The role of the Santee City Manager offers a unique opportunity to lead with impact, driven not only by the City's distinguished legacy of exemplary City Councils, but also by its inclusive, professional, and collaborative organizational culture, and the vibrant, engaged community. The ideal candidate will be motivated by the desire to effect transformative change and establish a lasting legacy. Santee provides abundant opportunities for development, champions innovation, and upholds the highest standards of effective governance. The City Manager will be a visionary leader who prioritizes public safety, ensures fiscal integrity, and actively promotes Santee's distinctive qualities and attributes. The ideal candidate will:



- Make reasoned, educated, convincing and defensible recommendations and decisions. Welcome and wholeheartedly support, promote, defend, and implement City Council decisions, regardless of personal agreement.
- Embrace change, recognize and pursue creative solutions, leverage best practices, and employ new technologies to achieve objectives while removing roadblocks to success.
- Demonstrate emotional intelligence, remain apolitical and build and maintain trust with others.
- Engage in conversations with community members and embrace diversity.
- Be a lifelong learner and encourage the same for the staff team, serving as a resource and trusted advisor.
- Possess the attributes of a kind, genuine, honest, and integrous leader.
- Ensure responsiveness to constituent concerns.
- Treat others with respect.
- Pay attention to detail.

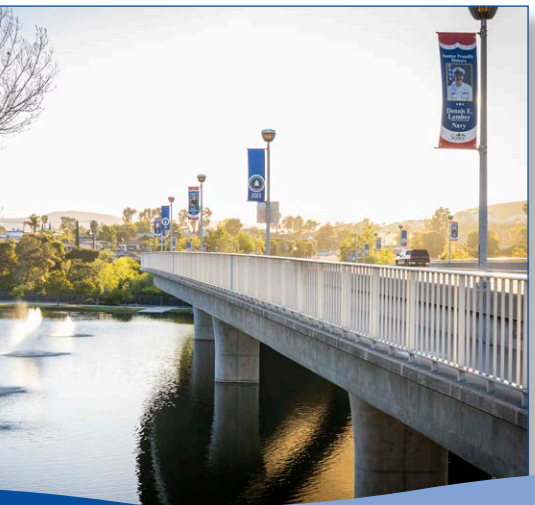
Desired Qualifications

The preferred candidate will have at least 5 years of leadership and financial planning experience as a municipal Chief Executive Officer, Assistant/Deputy Chief Executive Officer, or Department Head of comparable complexity. A typical way of obtaining the knowledge, skills and abilities for the position includes 1) graduation from a college or university with a Bachelor's degree in Public Administration or a related field, 2) progressively responsible experience in a supervisory and managerial capacity, and 3) familiarity with CEQA and development related issues.

Compensation

The salary, currently approximately $262,000, may be negotiated based on qualifications and experience. The City of Santee provides a **wide range of excellent benefits** including the following:

Retirement: The City participates in the California Public Employees' Retirement System (CalPERS). CalPERS members between 1/19/2012 – 12/31/2012 are at the 2% @ 55 retirement formula, and employee pays 8% of the contribution. All other members are at the 2% @ 62 retirement formula, and employee pays 7.75%. The City does not contribute to Social Security. Other contract provisions include: 1959 Survivor Benefit – Level 3, Military Service Credit for Public Service, Credit for Unused Sick Leave, and $500 Post-Retirement Death Benefit.



Search Schedule

Filing deadline .....July 18, 2025

Supplemental process (as necessary).....July 21 – August 1, 2025

Recruiter meeting with City to review all applicants ..... August 4, 2025

In-person finalist interview process..... August 11 and 12, 2025

These dates have been confirmed, and it is recommended that you plan your calendar accordingly.

Health Insurance: City **contributes** to Medical and Dental coverage provided by **Cigna**. Vision benefits are available at the employee's cost.

Other Insurance:

- **Group Term Life:** One times employee's annual salary up to $50,000.
- **Long Term Disability:** Provides 2/3 of base monthly salary when disabled, after a 60 day waiting period.
- **Accidental Death and Dismemberment:** One times employee's annual salary up to $50,000.

Leaves

- **Vacation:** Accrued based on years of service with up to 25 working days a year with 24 years of service.
- **Sick:** 12 days (96 hours) per year.
- **Holidays:** 11 fixed holidays and 1 floating holiday per year. Holiday Closure: Workdays between observed Christmas Eve holiday and observed New Year's Day holiday.
- **Administrative:** 64 hours/fiscal yr.

Vehicle Allowance: $350 per month.

Tuition Reimbursement: up to $2,500 per year.

Relocation Expenses: Negotiable.

Other Benefits Available:

- Flexible Spending Account.
- 457 Deferred Compensation or Roth IRA.

The Recruitment Process

To apply for this exciting career opportunity, please visit our website:

Peckham & McKenney
www.peckhamandmckenney.com

Please do not hesitate to contact Anton "Tony" Dahlerbruch at (310) 567-1554 or (866) 912-1919 if you have any questions regarding this position or recruitment process.

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City Manager

City of Santa Maria, California

The Community

The City of Santa Maria, located in the California central coast region between Santa Barbara and San Luis Obispo, is a 23 square mile growing and developing community known for its agriculture, affordable living, and local and regional employment and recreation. As the largest city in the County of Santa Barbara, near Vandenberg Space Force Base, conveniently adjacent to U.S. Highway 101, and served by the local Santa Maria Public Airport, Santa Maria has a diverse population of approximately 110,000 residents (median age of 29) and is a regional hub of commerce, industry, farming, and housing. The City is rapidly **attracting new residents, businesses and visitors,** and downtown revitalization is underway.

Recognized nationally as an **All-America City** by the National Civic League, and with multi-generational residents that are vested and invested in the future of the community, the City of Santa Maria continues to be known as a great community to work, live, and recreate. Along with its signature "**Santa Maria Style Barbecue**"; weekly Farmers' Market; seasonal **Downtown Fridays**; annual **Santa Maria Elks Rodeo**; parks and hiking trails in the City and the **Santa Maria Valley**; cultural attractions including the **Santa Maria Museum of Flight**, **Santa Maria Valley Discovery Museum, Pacific Conservatory Theater**, and the nearby **Guadalupe-Nipomo Dunes & Visitor Center**; **excellent local schools**, and proximity to local and renown institutions of higher education (Allan Hancock College, UC Santa Barbara, and CalPoly); **community programs and events**; rich farmland producing numerous exported crops; nearby beautiful beaches and over **30 wineries and tasting rooms** for the public; the City offers an excellent quality of life along with being well positioned to grow and prosper.

The Organization

The City of Santa Maria is a full-service **Charter City** that operates under the City Council – City Manager form of government. The City Council consists of the Mayor who is elected at-large and four Council Members who are elected by district. Each member of the City Council serves a four-year term and elections are staggered. The City Clerk and City Treasurer are also elected positions that each serve a four-year term. In November 2024, an election will be held for the Mayor, two Council Members, the City Clerk, and City Treasurer.

The City Council is responsible for appointing the City Manager and City Attorney. The City Manager serves the Mayor and City Council in support of the community by implementing the City Council's goals, policies and municipal code, and overseeing day-to day public services working with 10 operational departments consisting of Police, Fire, Community Development, Utilities, Public Works, Library, Recreation and Parks, Finance, City Attorney's Office and City Manager's Office, with a combined total of 732 authorized full-time equivalents (FTEs) personnel. The City Manager also oversees a total 2024-25 Budget of $363.9 million, with an operating budget of $291.4 million incorporating a General Fund appropriation of $139.8 million, projected depleted reserves to cover a $21 million General Fund shortfall, and a sizable, exciting, and aggressive Capital Improvement Program.

With its mission "Committed to providing the highest quality service in the most efficient, cost-effective, and courteous manner possible" through "teamwork, service, people, communication, integrity, fiscal, professional, progressive and responsive" as its organizational values, the City has an aggressive work plan and challenging future with many opportunities.

The 2024-2026 Goals established through a **February 2024 strategic planning workshop** identified "Long-term financial sustainability, Community quality of life, Planning and infrastructure, and Organizational well-being." As such, the **two-year budget** relies on its three years of reserve funds

to address the City's long-term **structural budget imbalance**. Nonetheless, the City has an excellent team of personnel, attracts new employees, and has recently filled several executive level positions. The new City Manager will have the tremendous opportunity to engage in organizational development to build the team; mentor, train, and professionally develop personnel; and focus on succession planning.

The staff is very professional, prides itself in responsiveness and customer service, is committed to providing complete staff work, and dedicated to excellent public service. The team works collaboratively with the City Council and a very supportive community to prioritize and accomplish a variety of diverse and competing interests.

The City of Santa Maria is a community where good things are ready to happen and a visionary is needed to develop and lead the plan. With a mix of new and long-tenured residents with phenomenal opportunities for creativity, economic development, housing, partnerships and population growth, the City has many transformational initiatives and unrealized potential. Along with its **Smart City, Safe City** initiative, some of the exciting projects for the new City Manager to champion include the ongoing update to the General Plan, transition of the bus fleet to electric vehicles, creation of affordable housing, development of a regional approach to fire protection and flood control, construction of a new landfill, development of a new wastewater treatment plant, implementation of a new financial "enterprise resource system", development of a regional sports park, creation of a business improvement district, future land annexations, creation of employee wellness programs, construction of a new Fire training facility, and a number of roadway and highway improvements.

The Ideal Candidate

The ideal candidate is forward thinking, strategic, visionary, and experienced in municipal government. The individual should also be a servant leader with excellent credentials who is creative, innovative, and inspires others. To be effective, the City Manager will work closely with the City Council in collaborating with the community and local organizations, build and maintain trust, and develop consensus. Furthermore, the City Manager will be an active listener for facilitating decision making to recommend and implement policies and organizational change. The City Manager will represent the City, its goals, and mission in the community and regionally. In turn, the ideal candidate will also have the courage and fortitude, knowledge, skills, and track record of experience to implement innovative strategies that address current projects and issues, shape the future of the City, and position the City for success. In addition, applicants should have experience managing growth, building partnerships, facilitating urban and economic development, addressing budget and finance, championing large projects, and implementing technology improvements.

As a forward-thinking, optimistic, outgoing, and transformational leader for placemaking, the City Manager will be apolitical, politically savvy, and emotionally intelligent to successfully immerse themself in developing and improving City processes and operations; facilitate transformational conversations leading to action; and leverage their interpersonal skills, knowledge, professional network of resources to solve problems as a reasoned and respected voice. As a trusted resource and confidant of all members of the City Council, the City Manager will be genuine and authentic; open, approachable, honest and direct; strategy-oriented; inclusive, a continuous learner; integrated into the fabric of the community, a coach and mentor, and communicative. Furthermore, the effective City Manager will have experience in labor relations, negotiations, and working with bargaining groups. As an empowering leader with integrity, the City Manager will be a partner with staff.

To serve as City Manager, applicants must have broad, unblemished, citywide municipal management experience in a full service city, leadership and a successful track-record in the duties and responsibilities of a City Manager that encompasses working with elected and appointed officials, community engagement, personnel supervision, knowledge of budget / finance, planning, city operations and organizational development in a full-service and complex agency. Applicants should have a Bachelor's and Master's degree. It is desirable if candidates have served in a community where Council Members are elected by district, and have worked in an organization with similarities to the City of Santa Maria.

Search Schedule

Filing Deadline: ..... August 23, 2024

Supplemental Process, as needed: .....August 26 – September 6, 2024

Recommendation of Candidates: ..... September 10, 2024

In-person interviews: ..... September 20, 2024

These dates have been confirmed, and it is recommended that you plan your calendar accordingly.

The Compensation

The City Council is prepared to offer an attractive and competitive salary that will be determined based on the experience and qualifications they bring to the City of Santa Maria. The salary range is $253,916 to $361,569. The starting salary for the selected candidate will reflect the candidate's work experience and track record of career success. The City of Santa Maria offers an outstanding benefits package, including:

Retirement

CalPERS: Tier 2 – CalPERS 2% @ 55; 3-year final average salary; Employee required to pay entire members contribution plus 2% of employer contribution.

Tier 3 (PEPRA): CalPERS 2% @ 62; 3-year final average salary; Employee required to pay 50% of the total "normal" cost of the benefit (determined by CalPERS annually) plus 2% of the employer contribution.

Deferred Compensation: City will contribute two percent (2%) of salary per pay period toward an IRS-approved 401(a) plan. Employee can also contribute to a 457 plan separately.

Leave

Vacation: Minimum 10 days, 21 days maximum; can cash out up to 80 hours in a calendar year.

Management: 80 hours/year.

Holidays: 7 (8 hour) holidays a year; and eligible to receive, on a pro-rated basis, 48 hours of floating time a year to be scheduled off or cashed out.

Sick: 12 days/year.

Insurance

Health: City contributes up to $1,012.66/month toward a choice plan.

Dental/Vision: City pays for entire family.

Post-employment: City contributes $100 per pay period to a fund that will provide reimbursement for out-of-pocket cost of qualified medical expenses and medical insurance premiums upon separation or retirement.

Other

Relocation/Housing assistance: Negotiable

Telephone/PDA allowance: Up to $115/month.

Auto allowance: $309.23 bi-weekly.

Flexible Schedule: 9/80 or 5/40 schedules available and telework available.

Education Incentive: 5% for Master's Degree.

Tuition Reimbursement: Up to $1,000 per calendar year.

Succession Planning: Educational support, corporate Toastmasters club, and more are offered to all employees to advance and hone leadership skills to ensure staff are growing leaders within the organization.

The Recruitment Process

To apply for this key position and exciting career opportunity, please visit our website at:

Peckham & McKenney
www.peckhamandmckenney.com

Resumes are acknowledged within two business days. Contact Anton "Tony" Dahlerbruch at (310) 567-1554 or toll-free at (866) 912-1919, if you have any questions regarding this position or the recruitment process.

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CITY OF BANNING
STAFF REPORT

TO: **CITY COUNCIL**

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

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

MEETING DATE: **September 23, 2025**

SUBJECT: **Re-introduction 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, for the Banning Commerce Center Project by Sansone Group Previously Approved Under Council Resolutions 2025-106 and 2025-107 and Involve 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.**

RECOMMENDATION:

Re-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.

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; (3) names for each party under signature lines; and (4) the current development impact fees applicable to the project in definitions and Exhibit B of the Agreement. Because these revisions are beyond corrections of typographical and clerical errors, Ordinance 1611 must be re-introduced for first reading under Government Code Section 36394,

which states, "When ordinances, other than urgency ordinances, are altered after introduction, they shall be passed only at a regular or at an adjourned regular meeting held at least five days after alteration. Corrections of typographical or clerical errors are not alterations within the meaning of this section."

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. As noted above, the overall revisions to the Development Agreement associated with Ordinance 1611 are minor. After conducting a public hearing, Staff recommends the City Council conduct a new first reading of Ordinance 1611 by title only for approval of the Development Agreement.

Environmental Determination:

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. Development Agreement (Redline Copy 7-8-25 to 9-23-25)
2. Ordinance 1611

3. Development Agreement (Clean Copy 9-23-25)
4. Banning Commerce Ctr_PLN 21-7017_affidavit.pdf

Redline Copy of Changes 7-8-25 to 9-23-25

RECORDING REQUESTED BY,
AND WHEN RECORDED MAIL TO:

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

SPACE ABOVE THIS LINE FOR RECORDER'S USE

EXEMPT FROM RECORDING FEE PER GOVERNMENT CODE SECTION 6103

DEVELOPMENT AGREEMENT

BETWEEN

THE CITY OF BANNING

AND

JDNJ ENTERPRISES, LLC

CONCERNING

BANNING COMMERCE CENTER

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THIS DEVELOPMENT AGREEMENT (the "Development Agreement") is made and entered into this ~~{DATE OF AGREEMENT}~~,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. The DIF Program also includes the regional MSHCP impact fee program imposed by the City in cooperation with Western Riverside County Regional Conservation Authority ("RCA") and the TUMF impact fee program adopted by the City in cooperation with Western Regional Council of Governments ("WRCOG").

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 ~~Ordinance No. ____~~Resolution 2019-112 adopted by the City Council on ~~_____, 20__~~.September 10, 2019. "DIF" also includes TUMF and MSHCP. A schedule showing the DIF applicable to industrial uses only in place as of the Effective Date (excluding MSHCP and TUMF) is attached as Exhibit "B". If other uses are sought by Developer the DIF for such use shall apply. 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 industrial building, Developer shall pay the development impact fees listed on Exhibit "B" as well TUMF and MSHCP 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~~For the sake of clarity, Developer shall be subject to all increases and amendments to DIF at all times. Notwithstanding the forgoing, 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~~within 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 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	**DEVELOPER**
CITY OF BANNING, a California municipal corporation	~~JDN~~JDNJ ENTERPRISES, LLC, a Missouri limited liability corporation qualified to do business in California
By: _____ Sheri Flynn Mayor	~~By: _____~~ ~~{Name}~~ ~~{Title}~~
ATTEST:	~~By: _____~~ ~~{Name}~~ ~~{Title}~~By: JDNJ, LLC, its Manager
By: _____ ~~Marie Calderon~~Vickie Sellers City Clerk	By: JDN Holding Co., LLC, its Manager
	By: _____ James G. Sansone, Manager

APPROVED AS TO FORM:

By: _____
John O. Pinkney
City Attorney

By: _____
Douglas G. Sansone, Manager

By: _____
Nicholas G. Sansone, Manager

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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.

City of Banning Development Impact Fees (cont'd.)		
Land Use Category	**TUMF[3]**	**MSHCP[3]**
Industrial	$2.33 per square foot	$20,191 per acre
Class A/B Office	$2.45 per square foot	

[3] TUMF and MSHCP subject to annual increases.

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

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 voted 5-0 to introduce Ordinance 1611; and

WHEREAS, the Development Agreement attached as Exhibit “B” to Ordinance 1611 introduced at the hearing on July 8, 2025 was incomplete and required additional information, including (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; (3) names for each party under signature lines; and (4) the current development impact fees applicable to the project in definitions and Exhibit B of the Agreement; and

WHEREAS, the City Council at its regularly scheduled public meeting on September 23, 2025, held a public hearing on the Project and considered re-introducing Ordinance 1611; 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 23rd day of September, 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 23rd day of September, 2025, and was duly adopted at a regular meeting of said City Council on the __ day of October, 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. The DIF Program also includes the regional MSHCP impact fee program imposed by the City in cooperation with Western Riverside County Regional Conservation Authority ("RCA") and the TUMF impact fee program adopted by the City in cooperation with Western Regional Council of Governments ("WRCOG").

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. "DIF" also includes TUMF and MSHCP. A schedule showing the DIF applicable to industrial uses only in place as of the Effective Date (excluding MSHCP and TUMF) is attached as Exhibit "B". If other uses are sought by Developer the DIF for such use shall apply. 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 industrial building, Developer shall pay the development impact fees listed on Exhibit "B" as well TUMF and MSHCP 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. For the sake of clarity, Developer shall be subject to all increases and amendments to DIF at all times. Notwithstanding the forgoing, 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 within 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

APPROVED AS TO FORM:

By: _____
Nicholas G. Sansone, Manager

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.

City of Banning Development Impact Fees (cont'd.)		
Land Use Category	**TUMF[3]**	**MSHCP[3]**
Industrial	$2.33 per square foot	$20,191 per acre
Class A/B Office	$2.45 per square foot	

[3] TUMF and MSHCP subject to annual increases.

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

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.)

City of Banning PHN CC Meeting 9-23

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:

Sep 12, 2025

Executed on: September 12 2025

At City of Banning, California

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

Kaila Geaman
Signature

CITY OF BANNING

NOTICE OF PUBLIC HEARING BEFORE THE CITY COUNCIL

Design Review, Case PLN 21-7017/Tentative Parcel Map, Case TPM 38576/Development Agreement Banning Commerce Center Project by Sansone Group Project Site: 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, Banning, CA 92220

NOTICE IS HEREBY GIVEN that the City Council of the City of Banning, California, will hold a public hearing at its meeting of September 23, 2025. The City Council meeting begins at 5:00 p.m., in the Council Chambers at City Hall, 99 East Ramsey Street, Banning, CA 92220. To observe the live meeting through your personal computer or smart phone enter the following link: https://banninglive.viebit.com or view on the Banning Government Channel on Cable Television.

The purpose of this hearing is to re-introduce at first reading Ordinance 1611 related to the entitlement applications by Sansone Group (Applicant) for the Banning Commerce Center Project (Project). On July 8, 2025, the City Council held a public hearing and approved a Design Review application, Case PLN 21-7017, for a proposed development of an approximately 1,320,284-square foot industrial warehouse building (including office space within) on approximately 131.28 acres of vacant land located within the eastern portion of the City of Banning that is north of the I-10 freeway and east of Hargrave St. on the Project Site specified above. The Project includes loading docks, trailer parking stalls, passenger vehicle parking stalls, drive aisles, landscaping, and stormwater detention. The Council also approved a Tentative Parcel Map, Case TPM 38576, for the subdivision of the 131.28-acre Project Site into three numbered lots for the Project and related improvements and four lettered lots for rights-of-way and public utility purposes. Because there were revisions to the

draft Development Agreement between the Applicant, Sansone Group/JDNJ Enterprises, LLC, and City, the City Council will hold a hearing to re-introduce Ordinance 1611.

ENVIRONMENTAL DETERMINATION: The Project has been reviewed in accordance with the CEQA and an Environmental Impact Report has been prepared for the project, together with Findings of Fact and a Statement of Overriding Consideration (SOOC), including Findings in support of the SOOC, and a Mitigation Monitoring and Reporting Program (MMRP) for the Project.

A Notice of Availability to review the draft Environmental Impact Report for the Banning Commerce Center EIR (SCH No. 2022090102) was published in June 2024, with the 45-day public review and comment period for the Project beginning on June 17, 2024, and ending on August 2, 2024, and a Final Environmental Impact Report was prepared. At its hearing on July 8, 2025, the City Council certified the EIR and adopted SOOC, Findings of Fact and MMRP for the Project.

REVIEW OF PROJECT INFORMATION: The proposed application, site plan, and related documents are available for public review by contacting the Community Development Department during normal business hours (Monday – Friday, 8:00am to 5:00pm) by telephone at (951) 922-3125. Additional project information is also available on the City's website by visiting the following link: https://engagebanning.civilspace.io/en/projects/banning-commerce-center

COMMENT ON THIS APPLICATION: Response to this notice may be made verbally at the Public Hearing and/or in writing before the hearing:

· You may provide oral comments at the in-person hearing. Agendas are available at least 72 hours in advance of the meeting online: https://banningca.granicus.com/ViewPublisher.php?view_id=1

· Written comments may be submitted to the City Council by email at CityClerks@banningca.gov or letter to the address below. Transmittal prior to the start of the meeting is required. Any correspondence received during or after the meeting will be distributed to the City Council as soon as practicable and retained for the official record.

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

Any challenge of the proposed project in court may be limited to raising only those issues raised at the public hearing described in this notice, or in written correspondence delivered to the City Clerk at, or prior, to the public hearing (Government Code Section 65009[b][2]).

Si necesita ayuda con esta carta, por favor llame a la Ciudad de Banning y puede hablar con Sandra Calderon, teléfono (951) 922-3125.

BY ORDER OF THE COMMUNITY DEVELOPMENT DIRECTOR OF THE CITY OF BANNING, CALIFORNIA.
David A. Newell, AICP
Dated: June 20, 2025
Community Development Director
Publish: June 27, 2025

CITY OF BANNING
SUMMARY OF ORDINANCE NO. 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

This is a summary of the above-entitled Ordinance No. 1611 of the City of Banning. Ordinance No. 1611 approves a Development Agreement between the City of Banning and JDNJ Enterprises, LLC ("Developer"), a Missouri limited liability company, for the development of the Banning Commerce Center. The Project consists of an approximately 1,320,284 square-foot industrial tilt-up industrial building, including 39,600 square feet of office space and 1,280,400 square feet of warehousing on approximately 131.33 acres located within the City of Banning. The Agreement covers property designated by Assessor's Parcel Numbers 532-030-008, 532-030-009, 532-080-008, 532-080-010, 532-090-026, 532-090-028, 532-090-030, and 532-110-015.

The Development Agreement establishes that Developer is not an Agent of the City. The initial term of this Development Agreement is for 15 years and shall automatically extend for an additional 5 years if the Developer has provided City with the initial Transportation Public Benefit Fee of $2,500,000.

The Development Agreement benefits the community accordingly:
(i) **Transportation Public Benefit Fee:** $9,000,000 total; $2,500,000 payable within one year and $6,500,000 (adjusted by CPI) due before issuance of the first building permit.
(ii) **Electrical Facilities Fee:** $357,000 per megavolt-amperes of requested electrical load to fund new or expanded electric infrastructure.
(iii) **Electrical Substation Land Dedication:** A lot (Parcel "C") reserved for possible City construction of a new electrical substation.
(iv) **Hathaway Street Improvements:** Street, sidewalk, and bike lane enhancements and traffic mitigation at key intersections.
(v) **Local Hiring Initiative**: At least one job fair to promote employment of Banning residents.
(vi) **Sanitary Lift Station:** Developer will construct a sanitary lift station on Parcel "D" with credit for wastewater for Police Facilities, Fire Facilities, Parkland and Park Facilities, General City Facilities, Transportation Facilities, Wastewater Facilities, and Water Facilities.
(vii)
Community Facilities District Formation: Developer shall form a community facilities district which will encompass the project site for purposes of financing City services and ongoing maintenance of public improvements provided by City.
(v) **Local Hiring Initiative** : At least one job fair to promote employment of Banning residents.
(vi) **Sanitary Lift Station:** Developer will construct a sanitary lift station on Parcel "D" with credit for wastewater for Police Facilities, Fire Facilities, Parkland and Park Facilities, General City Facilities, Transportation Facilities, Wastewater Facilities, and Water Facilities.
(vii) **Community Facilities District Formation:** Developer shall form a community facilities district which will encompass the project site for purposes of financing City services and ongoing maintenance of public improvements provided by City.

This summary has been prepared and published in accordance with Government Code Section 36933. Notice is hereby given that a certified copy of the full text of Ordinance No. 1611 is available for public review upon request in the City Clerk's Office, located at 99 E. Ramsey Street, Banning, California 92220 during regular business hours (Monday through Friday 8 a.m. to 5 p.m.), or via email at CityClerks@banningca.gov .

Submitted by:
/s/ Sandra Calderon, Administrative City Clerk
City of Banning, California

Dated: September 9, 2025
Publish Date: September 12, 2025
Published
Record Gazette
September 12, 2025

CITY OF BANNING
STAFF REPORT

TO: **CITY COUNCIL**

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

PREPARED BY: **Mark Staples, Planning Manager**
David Newell, Community Development Director

MEETING DATE: **September 23, 2025**

SUBJECT:

Consideration of Resolution 2025-135 Approving a Cannabis Conditional Use Permit (CUP) Application Case No. PLN 24-0107, by Flower Dept, LLC to Allow for the Commercial Cultivation of Cannabis (Project) within an Existing 8,041-square foot Industrial Building at 200 John Street, in the Industrial (I) Zoning District (APN 541-220-006)

RECOMMENDATION:

Adopt Resolution 2025-135.

BACKGROUND:

The project applicants are requesting a Cannabis – Conditional Use Permit to operate the commercial cultivation of cannabis within an existing 8,041 square-foot vacant industrial building located at 200 John Street (Project). The project applicants are also proposing tenant improvements to the interior building consisting of grow rooms, dry/trim/harvesting rooms, office/security room, storage room, break room, and employee restrooms.

The Project will include an access easement by a paved driveway off Galleher Way. The property owner, Flower Dept., LLC, has negotiated an access easement at the end of a cul-de-sac on Galleher Way to allow vehicle ingress/egress to the Project across the eastern portion of the property at 313 Galleher Way. Project access off John Street will be closed to all vehicles. Project-related business traffic will be conducted exclusively through the new, dedicated ingress/egress easement on Galleher Way.

One condition that the Planning Commission recommended, but staff is not pursuing, for this project before the City Council, is related to the access easement from Galleher Way to the project site. The Commission recommended that the project switch from a recorded access easement across the property at 313 Galleher Way to the project site, to a Lot Line Adjustment that alters both properties shape to provide 200 John Street its own frontage along the cul-de-sac of Galleher Way. Staff in the Planning and Public Works Departments have processed a draft access easement that is ready to record pending approval of the project. A change in process would unnecessarily result in more staff time, applicant's surveyor's time, and added expenses to the project. Access easements across properties are a common practice in commercial shopping centers and industrial properties. Both processes provide the same permanent recorded access to the project site. The property owners of 200 John Street and 313 Galleher Way have tentatively agreed to the access easement. Staff recommends continuing with the access easement and require that it is to be recorded prior to issuance of Certificate of Occupancy.

Zoning:
The Zoning District is Industrial (I). The use is permitted under Title 17 of the Banning Municipal Code (BMC) that provides Cannabis Commercial Indoor cultivation subject to approval of a Cannabis – Conditional Use Permit by the City Council, after recommendation by the Planning Commission (Chapters 17.52 and 17.53 of the Zoning Code).

Additional requirements identified in the Code state the cannabis cultivator must be at least 600-feet from any day care center, youth center, public or private school providing instruction in any public or private school setting, up to and including High School. The Project is not located within 600 feet of any public or private park. The proposed location of the Commercial Cannabis Cultivation facility is compliant with the above-mentioned requirements.

Address Update:
The project site was originally identified as 200 John Street (APN: 541-220-006). However, due to the establishment of a new vehicular access easement connecting the site to Galleher Way, the City will initiate a formal address change. The site will be recognized as 319 Galleher Way to reflect the new point of access and ensure accurate addressing for public safety, emergency response, and utility coordination.

All future references to the property for permitting, licensing, and compliance purposes will utilize the updated address: 319 Galleher Way, Banning, CA 92220.

Operating Characteristics:
The proposed cannabis cultivation facility will operate daily from 6:00 AM to 10:00 PM. Flower Dept., LLC has submitted comprehensive operations plan covering safety, security, odor control, and waste management. Security features include 24/7 video surveillance, proximity card access, alarm systems, secure storage, and on-site security personnel. Inventory control will utilize METRC, with regular audits and robust waste tracking protocols. Odor mitigation/prevention will rely on carbon filtration, and the business will employ water- and energy-efficient practices. The applicant has committed to hiring locally, supporting community engagement, and generating local tax revenue.

PLANNING COMMISSION:
Public Hearing July 9, 2025:
The Planning Commission conducted a public hearing to make a recommendation to the City Council to either approve, conditionally approve or not approve a Cannabis – Conditional Use Permit (PLN 24-0107) application (Project) submitted by the Project Applicants, Flower Dept LLC.

Commissioners noted that some conditions of approval needed revisions regarding site inspections, screening of loading areas, filtration systems to prevent odors, the business required to have a community relations representative with their contact information publicly available, recording a public access agreement prior to Certificate of Occupancy, and the business to provide quarterly operations reports on community complaints on operations and odor prevention.

Further, the Planning Commission expressed concern regarding whether the Project qualified for a CEQA Categorical Exemption.

The Planning Commission passed a motion to continue the public hearing to a Special Meeting on August 6, 2025.

Public Hearing August 6, 2025:
The Planning Commission continued their public hearing to make a recommendation to the City Council to either approve, conditionally approve or not approve a Cannabis – Conditional Use Permit for the Project.

Planning Staff worked with the project applicants to specifically address Planning Commission concerns involving project operations, focused on cannabis site inspections, odor filtration systems to prevent odors, business community relations and quarterly operation reports. Staff further explored review of CEQA Categorical Exemptions involving cannabis operations.

The project applicants agreed to adding and revising conditions of approval attached herein.

Planning Staff also reviewed CEQAnet (the online source of state CEQA determination filings by all cities, counties, and other agencies) and found that most cannabis projects have utilized the Section 15301 Categorical Exemption. Staff findings disclosed that most cannabis commercial or industrial operations that utilized existing buildings qualified under CEQA Section Categorical Exemption. Categorical Exemption projects also included odor prevention reporting.

Those cannabis projects that required further CEQA analysis through a Mitigated Negative Declaration (MND) or Environmental Impact Report (EIR) involved new larger ground up construction or large outdoor growing and cultivation facilities (i.e. 30,000 s.f. or greater properties/greenhouses). Other cannabis facilities involved indoor cultivation have discussed odor mitigation plans but have not considered those emanating from cannabis growth and harvesting as part of a greenhouse gas (GHG) emissions air quality analysis. For projects with new construction, the Air Quality analysis involved more discussion on the emissions from grading activities and construction equipment and less about odors from the cannabis activity. Most projects were conditioned to submit regular odor mitigation reporting similar to what is conditioned for this project.

At the conclusion of the August 6, 2025 meeting the Planning Commission voted 3-2 and adopted Resolution 2025-06 recommending the City Council approve the Project application and making a determination that the project qualifies as a Categorical Exemption per the CEQA Guidelines Section 15301 for Existing Facilities.

DESCRIPTION:

Existing Conditions:

The project site consists of an existing, single-story, 8,041-square-foot industrial building. The structure is currently vacant. The 0.61-acre net lot is paved and contains no outdoor storage. The site is flat, developed, and not subject to environmental constraints.

In the tables that follow are the adjacent street conditions and surrounding properties uses, general plan designations, and zoning designations.

Existing Street Improvement Conditions			
Street Name	*Travel Lanes*	*Curb & Gutter*	*Sidewalk*
Galleher Way	Y	Y	Y
Surrounding Property	*Existing Land Use Per Chapter 17*	*Existing General Plan Designation*	*Existing Zoning Designation*
Subject Property	*Industrial*	*Industrial*	*Industrial*
North	Railroad/Public Facility	Public Facilities – Railroad/Interstate (PF-RI)	PF-RI
South	Industrial Building	Industrial	Industrial
East	Power Plant	Industrial	Industrial
West	Industrial Building	Industrial	Industrial

Project Compliance with Standards:

Pursuant to BMC Section 17.12.030, the following development standards apply:

Industrial Zone Standard	*Required/ Allowed*	*Provided*	*Compliance*
Min. Lot Size	10,000 SF	25,265 SF	Y
Min. Lot Width (Feet)	70	386’ - 10 3/8” North 252’ - 2” South	Y
Min. Lot Depth (Feet)	100	110’ 1”	Y
Min. Setbacks (Feet)			
· Front (South)	10’	10’	Y
· Street Side (East)	10’	10’	Y
· Side (West)	0’	0’	Y
· Rear (North)	0’	0’	Y
Max. Bldg. Coverage	60%	32%	Y
Max. Building Height	2 Stories 50 Feet	1 Story 24’-11”	Y
Perimeter Wall Height			
· North	8 Feet	6’ fence	Y
· South	8 Feet	New 6’ block wall to screen w/sliding gate	Y
· East	8 Feet	6’ fence	Y
· West	8 Feet	6’fence	N/A
Trash Enclosure	Screened 6’ High (bin) 3’-6” High (cans)	Y 6’	Y Y
Mechanical Equipment	Screened	Screened	Y

Pursuant to BZO Section 17.28.040, the following parking standards apply:

Use	*SF or # of Units*	*Parking Ratio*	*Required*	*Provided*	*Compliance*
Indoor Cannabis Cultivation	8,041 SF	2+ 1/1,000 SF	10	N/A	
Office (two)	116	1/200	1	N/A	
TOTAL SPACES:			11	11	Y

Regular and Handicap Spaces:	2 ADA	9 Regular	

Site Plan:

The proposed project is located on a 0.61-acre parcel developed with an existing 8,041-square-foot industrial building. The building is centrally located on the site, with vehicle access exclusively via a new access easement at the northern terminus of Gallaher Way. Access from John Street will be permanently restricted. Parking and driveway areas, totaling approximately 6,436 square feet, are located on the south and east sides of the building, with two spaces on the north side of the building, and are separated from the public street, consistent with BMC 17.12.110(H) and (O).

The site layout avoids expansive parking fields and instead clusters parking to support the primary use, in line with BMC 17.12.100(J). The layout allows for efficient vehicular circulation while minimizing pedestrian conflict, as encouraged by BMC 17.12.100(C) and BMC 17.12.110(K). While this is a single-use building, it is oriented to the internal access point rather than the public right-of-way, given the nature of its industrial use and access requirements. Loading areas are confined to the south side/rear of the site, and will be screened with a 6-foot high decorative block wall, in compliance with BMC 17.12.100(H).

Mass and Scale:
The Project involves the reuse of an existing single-story industrial building totaling 8,041 square feet. No additions or exterior structural changes are proposed, and the height, bulk, and overall mass will remain consistent with the original construction. The building is typical in size and scale for the Industrial (I) zoning district and is compatible with surrounding development.

The Project site upgrades and proposes, new landscaping, secured access from Galleher Way, and screened parking, support improved site functionality. The project maintains a low profile, consistent with the surrounding built environment, and requires no transition in height or mass due to the compatible design with adjacent industrial uses.

JUSTIFICATION:

In order to approve the Cannabis – Conditional Use Permit application, Case PLN 24-0107, the City Council is required to make findings pursuant to Chapter 17.52 of the BMC Zoning Ordinance, and Chapter 17.53 of the BMC Zoning Ordinance, Section 17.53.060. Procedures and Findings for Approval of Cannabis Conditional Use Permit. The Planning Commission recommended approval of the Cannabis – Conditional Use Permit application for Case PLN 24-0107 pursuant to the findings in Planning Commission Resolution 2025-06. The findings are included in the draft resolution attached to this report.

Finding A: The proposed use is consistent with the General Plan.
Finding of Fact: The proposed Project cannabis cultivation is consistent with the General Plan's designation for industrial development in the area, which supports cannabis cultivation, warehousing and office uses. Further, Conditional Use Permit 24-0107 is consistent with General Plan Economic Development Policy, which states: "The City shall take a proactive role in the retention of existing businesses and the recruitment of new businesses, particularly those that generate and broaden employment opportunities, increase discretionary incomes, and contribute to City General Fund revenues." Approval of proposed Cannabis - Conditional Use Permit Case No. 24-0107 would allow the applicant to promote business diversity, while providing an economic benefit to the City.

Finding B: The proposed use is conditionally permitted with the Industrial zoning district and complies with all of the provisions of BMC Chapter 17 of the BMC.
Finding of Fact: The proposed project complies with the applicable requirements of the Industrial (I) zoning district as outlined in BMC Chapters 17.12 and 17.53. The project meets or exceeds all applicable development standards, including lot size, setbacks, building height, and parking requirements, ensuring

conformance with the zoning ordinance for industrial uses. Table 17.12.020 ("Permitted, Conditional and Prohibited Commercial and Industrial Uses") of Section 17.12.020 of Chapter 17.12 of Title 17 of the Banning Municipal Code provides that "Cannabis Commercial Indoor Cultivation", is a conditionally permitted use in the Industrial zoning district. The proposed Cannabis Cultivator complies with all other applicable provisions of Title 17 of the Banning Municipal Code, including the standards set forth in Section 17.12.050.V. applicable to Cannabis Cultivator (Use Specific Development Standards). Lastly, the proposed project complies with the provisions of Chapter 17.53, including standards regarding the premises, personnel, security, cannabis tracking and tracing, signage, waste management, sanitary requirements, and odor control.

Finding C: The proposed use would not impair the integrity and character of the land use district in which it is to be located.
Finding of Fact: The proposed use is located on the former right-of-way of John Street, located in the northern end of Galleher Way. Adjacent properties consist of other industrial uses, including cannabis cultivation, towing yards, plumbing supply, and energy management. Access ingress/egress to the Project is via an access easement at the north end of the Galleher Way. It is anticipated that the area would contain indoor commercial cannabis cultivation which is conditionally permitted within the City under Banning Municipal Code Chapter 17.53 Cannabis Conditional Use Permits.

Finding D: The subject site is physically suitable for the type and intensity of land use being proposed.
Finding of Fact: The subject site currently consists of an existing industrial warehouse building and the applicant is proposing interior changes to the building to create the growing room setting needed for cannabis cultivation. Furthermore, the project site will utilize existing paved areas for adequate parking, access, and lighting. The building is of adequate size and design to accommodate cannabis cultivation.

Finding E: There are adequate provisions for water, sanitation, and public utilities and services to ensure that the proposed use would not be detrimental to public health and safety.
Finding of Fact: The existing project site and structure are currently tied to the local water, sewer, and Banning Electric Utility public utility system.

Finding F: There will not be significant harmful effects upon environmental quality; natural resources; or neighborhood characteristics.
Finding of Fact: The proposed Cannabis – Conditional Use Permit is exempt from the requirements per Section 15301 of the CEQA Guidelines as the proposed project is utilizing an existing structure with no proposed expansion of the structure or use.

Finding G: The proposed location, size, design, and operating characteristics of the proposed use will not be detrimental to the public interests, health, safety, convenience, or welfare of the City of Banning.
Finding of Fact: The proposed location, design, and operating characteristics of the proposed cannabis cultivation facility will not be detrimental to the public interests, health, safety, convenience, or welfare of the City of Banning and will complement existing cannabis and industrial businesses located on Galleher Way. Cannabis related activities are regulated by the State of California, Bureau of Cannabis Control (BCC). The applicant must maintain a valid BCC license to be compliant with the Banning Municipal Code and BCC. If determined for good cause that the continuance of such license would be contrary to the public safety and welfare, the City of Banning and the BCC are authorized to suspend or revoke any license.

ENVIRONMENTAL DETERMINATION:
Planning staff has determined that the project qualifies for a Class 1 Categorical Exemption under the California Environmental Quality Act (CEQA), pursuant to CEQA Guidelines Section 15301 – Existing Facilities. This exemption applies when a project involves interior or exterior tenant improvements, maintenance, permitting, or licensing of an existing structure where there is negligible or no expansion of use or capacity.
This project involves converting an existing 8,041-square foot vacant industrial building into a cannabis

cultivation facility through tenant improvements only, such as partitioning, HVAC, electrical upgrades, and plumbing, with no change to the exterior footprint, height, or building coverage. The site is fully developed and served by existing utilities, and it is not located on environmentally sensitive lands or hazardous sites. There is no evidence of cumulative impacts or unusual circumstances that would affect scenic or historic resources, as similarly concluded for prior cultivation projects in the City. The proposed project and cultivation business is subject to the submission of quarterly reports that outline their operations and cataloguing nuisance odors and other community complaints.
Based on these considerations, the project meets the criteria for a Class 1 exemption. A Notice of Exemption will be filed with the Riverside County Clerk following the City Council's approval.

FISCAL IMPACT:

Economic Benefit:

The Project Applicants anticipate 6-10 full-time employment positions created by the Project. The Project Applicant has committed to hiring locally, supporting community engagement, and generating local tax revenue.

Per BMC 3.17.030(B) a cannabis cultivation facility shall pay to the City an annual cannabis business tax in an amount that is equal to $15 per square foot of canopy space. Should the business utilize 6,000 square feet of double stacked canopy space, the annual cannabis business tax should equate to approximately $180,000 per year.

ALTERNATIVES:

N/A

BUDGETED?:

Yes

CONTRACT/AGREEMENT:

No

ATTACHMENTS:

1. 1. PLN 24-0107 CC RESO 09232025.docx
2. 2. PLN 24-0107 CC COA 09232025 .v1.docx
3. 3. PLN_24-0107_Map_Exhibits 09232025.pdf
4. 4. PLN 24-0107 CC Plan Sets 09232025.pdf
5. 5. APPROVED-PC_Minutes_ 08062025.pdf
6. 6. APPROVED-PC_ Minutes_07092025.pdf
7. 7. APPROVED-PC_Resolution_08062025.pdf
8. 8. PLN_24-0107 PC__COA_08062025.pdf
9. 9. PLN_24-0107_Flower_Dept_LLC_Application.pdf
10. 10. PLN 24-0107 CEQAnet DCC Filings.09232025.pdf
11. 11. CITY COUNCIL PUBLIC NOTICE_PLN 24-0107_09232025 -.pdf
12. 12. PLN 24-0107 NOE.pdf
13. 200 John St_PLN 24-0107_affidavit.pdf

RESOLUTION 2025-135

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, THAT THE CITY COUNCIL MAKE A DETERMINATION OF EXEMPTION UNDER CEQA GUIDELINES SECTION 15301 AND APPROVE A CANNABIS – CONDITIONAL USE PERMIT (CUP) CASE NO. PLN 24-0107, BY FLOWER DEPT., LLC TO ALLOW FOR COMMERCIAL CULTIVATION OF CANNABIS WITHIN AN EXISTING 8,041 SQUARE-FOOT INDUSTRIAL BUILDING AT 200 JOHN STREET, BANNING, CA IN THE INDUSTRIAL (I) ZONING DISTRICT (APN: 541-220-006).

WHEREAS, Ricardo Alcantara and Laura Leindecker (the "Project Applicants") on behalf of Flower Dept., LLC (the "Project Owner") has applied for a Cannabis – Conditional Use Permit, Case No. PLN 24-0107, to allow for commercial cultivation of cannabis the ("Project") within an existing 8,041 square foot industrial building in the Industrial (I) Zoning District; and

WHEREAS, pursuant to Section 17.04.060.A. of the Banning Municipal Code (BMC), the City Council has the authority to review and approve or conditionally approve the subject applications, including determinations on any associated environmental impacts in accordance with the California Environmental Quality Act (CEQA) for the Project; and

WHEREAS, the Planning Commission made a recommendation to the City Council regarding a proposed Cannabis - Conditional Use Permit per Chapter 17.53 Cannabis Conditional Use Permits of the Banning Municipal Code (BMC); and

WHEREAS, on June 27, 2025, the City gave public notice by advertising in the *Record Gazette*, a newspaper of general circulation within the City of Banning, and by mailing notices to property owners within 300 feet of the project site for a public hearing to be held on July 9, 2025; and

WHEREAS, on July 9, 2025, the Planning Commission held a duly noticed public hearing at which time interested persons had an opportunity to testify in-support of or in-opposition to Cannabis – Conditional Use Permit, Case No. PLN 24-0107; and

WHEREAS, on July 9, 2025, the Planning Commission considered staff and public testimony on the Project and Cannabis – Conditional Use Permit, Case No. PLN 24-0107 and voted 4-0 to continue the public hearing to a special Planning Commission meeting on August 6, 2025, to consider additional information; and

WHEREAS, on August 6, 2025, the Planning Commission voted 3-2 and adopted Resolution 2025-06 recommending to the City Council approval for the Project application; and

WHEREAS, on August 6, 2025, the Planning Commission in accordance with the requirements of CEQA, staff determined that the Project and Cannabis – Conditional Use Permit, PLN 24-0107, qualifies for a Categorical Exemption pursuant to CEQA Guidelines Section 15331 (Class I – Existing Facilities) and no further environmental analysis is required.

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

SECTION 1. ENVIRONMENTAL DETERMINATION

The proposed project is Categorically exempt under CEQA Guidelines Section 15301 (Class 1 –

Existing Facilities). The Project is consistent with the General Plan and Zoning Ordinance, occurs within city limits on a site less than five acres in size. The Project shall consist of operation, repair, maintenance, permitting, leasing, licensing, and minor alter of an existing private struct involving negligible or no expansion of existing or former use, including interior or exterior alterations involving such things as interior partitions, plumbing and electrical conveyances. The Planning Commission has reviewed staff determination of exemption, and based on its own independent judgement, recommends that the City Council concur in the staff determination of exemptions.

SECTION 2. REQUIRED FINDINGS FOR CANNABIS – CONIDITIONAL USE PERMIT PLN 24- 0107

Chapter 17.53 of the City of Banning Zoning Ordinance requires that Cannabis Conditional Use Permit applications meet certain Findings prior to the approval recommendation by the Planning Commission. The Planning Commission does hereby find and determines that Case PLN 24-0107 should be approved because:

Finding A: The proposed use is consistent with the General Plan.
Finding of Fact: The proposed Project cannabis cultivation is consistent with the General Plan's designation for industrial development in the area, which supports cannabis cultivation, warehousing and office uses. Further, Conditional Use Permit 24-0107 is consistent with General Plan Economic Development Policy, which states: "The City shall take a proactive role in the retention of existing businesses and the recruitment of new businesses, particularly those that generate and broaden employment opportunities, increase discretionary incomes, and contribute to City General Fund revenues." Approval of proposed Cannabis - Conditional Use Permit Case No. 24-0107 would allow the applicant to promote business diversity, while providing an economic benefit to the City.

Finding B: The proposed use is conditionally permitted with the Industrial zoning district and complies with all of the provisions of BMC Chapter 17 of the BMC.
Finding of Fact: The proposed project complies with the applicable requirements of the Industrial (I) zoning district as outlined in BMC Chapters 17.12 and 17.53. The project meets or exceeds all applicable development standards, including lot size, setbacks, building height, and parking requirements, ensuring conformance with the zoning ordinance for industrial uses. Table 17.12.020 ("Permitted, Conditional and Prohibited Commercial and Industrial Uses") of Section 17.12.020 of Chapter 17.12 of Title 17 of the Banning Municipal Code provides that "Cannabis Commercial Indoor Cultivation", is a conditionally permitted use in the Industrial zoning district. The proposed Cannabis Cultivator complies with all other applicable provisions of Title 17 of the Banning Municipal Code, including the standards set forth in Section 17.12.050.V. applicable to Cannabis Cultivator (Use Specific Development Standards). Lastly, the proposed project complies with the provisions of Chapter 17.53, including standards regarding the premises, personnel, security, cannabis tracking and tracing, signage, waste management, sanitary requirements, and odor control.

Finding C: The proposed use would not impair the integrity and character of the land use district in which it is to be located.
Finding of Fact: The proposed use is adjacent to John Street, located in the north section area of Galleher Way. Access ingress/egress to the Project is via a newly created easement at the end of the Galleher Way. It is anticipated that the area would contain commercial indoor cannibal cultivation currently permitted within the City under Banning Municipal Code Chapter 17.53 Cannabis Conditional Use Permits.

Finding D: The subject site is physically suitable for the type and intensity of land use being proposed.
Finding of Fact: The subject site currently consists of an existing industrial warehouse building and the applicant is proposing interior changes to the building to create the growing room setting needed for cannabis cultivation. Furthermore, the project site will utilize existing paved areas for adequate parking, access, and lighting. The building is of adequate size and design to accommodate cannabis cultivation.

Finding E: There are adequate provisions for water, sanitation, and public utilities and services to ensure that the proposed use would not be detrimental to public health and safety.
Finding of Fact: The existing project site and structure are currently tied to the local water, sewer, and Banning Electric Utility public utility system.

Finding F: There will not be significant harmful effects upon environmental quality; natural resources; or neighborhood characteristics.
Finding of Fact: The proposed Cannabis – Conditional Use Permit is exempt from the requirements per Section 15301 of the CEQA Guidelines as the proposed project is utilizing an existing structure with no proposed expansion of the structure or use.

Finding G: The proposed location, size, design, and operating characteristics of the proposed use will not be detrimental to the public interests, health, safety, convenience, or welfare of the City of Banning.
Finding of Fact: The proposed location, design, and operating characteristics of the proposed cannabis cultivation facility will not be detrimental to the public interests, health, safety, convenience, or welfare of the City of Banning and will complement existing cannabis and industrial businesses located on Galleher Way. Cannabis related activities are regulated by the State of California, Bureau of Cannabis Control (BCC). The applicant must maintain a valid BCC license to be compliant with the Banning Municipal Code and BCC. If determined for good cause that the continuance of such license would be contrary to the public safety and welfare, the City of Banning and the BCC are authorized to suspend or revoke any license determination of exemption, and based on its own independent judgement, recommends that the City Council concur in the staff determination of exemptions.

SECTION 4. APPROVAL OF APPLICATION FOR CANNABIS – CONDITIONAL USE PERMIT 24-0107

Based on the foregoing, the City Council of the City of Banning hereby recommends that the City Council approve Cannabis – Conditional Use Permit 24-0107, consistent with the approved plans on file with the Community Development Department and subject to the recommended Conditions of Approval attached hereto as **Exhibit A**.

SECTION 5. The City Clerk shall certify the adoption of this resolution and shall cause a certified resolution to be filed in the book of original resolutions.

PASSED, APPROVED AND ADOPTED this 23rd day of September, 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 2025-135 was duly adopted by the planning Commission of the City of Banning, California, at a regular meeting thereof held on September 23, 2025 by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Sandra Calderon, Acting Administrative
Clerk City of Banning, California

EXHIBIT A
Conditions of Approval

City of Banning

Community Development Department

Conditions of Approval

PROJECT:	Cannabis - Conditional Use Permit PLN 24-0107
SUBJECT:	Conditions of Approval (City Council Resolution 2025-135)
LOCATION:	200 John Street, Banning, CA
PROPERTY OWNER:	Flower Dept., LLC
BUSINESS OWNERS:	Antonio Simeone, Kenneth R. Brymer (Flower Dept., LLC)
PROJECT APPLICANTS:	Ricardo Alcantara and Laura Leindecker
PROJECT PRINCIPALS:	Property Owner, Business Owners, and/or Project Applicants

EXHIBIT A
City Council Resolution 2025-135

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

Planning Division:

1. The operation of a commercial indoor cannabis cultivation facility under Cannabis - Conditional Use Permit (CUP) PLN 24-0107 ("Project") shall be in compliance with all federal, state, County and City laws, codes, regulations, and standards.

2. The Property Owner, Business Owners, and/or Project Applicants (collectively "Project Principals") shall indemnify, protect, defend, and hold harmless, the City, and/or any of its officials, officers, employees, agents, departments, agencies, and instrumentalities thereof, from any and all claims, demands, lawsuits, writs of mandamus, and other actions and proceedings (whether legal, equitable, declaratory, administrative or adjudicatory in nature), and alternative dispute resolutions procedures (including, but not limited to, arbitrations, mediations, and other such procedures) (collectively "Actions"), brought against the City, and/or any of its officials, officers, employees, agents, departments, agencies, and instrumentalities thereof, that challenge, attack, or seek to modify, set aside, void, or annul, the action of, or any permit or approval issued by, the City and/or any of its officials, officers, employees, agents, departments, agencies, and instrumentalities thereof (including actions approved by the voters of the City), for or concerning the Project, whether such actions are brought under the California Environmental Quality Act (CEQA), State Planning and Zoning Law, the Subdivisions Map Act, Code of Civil Procedure Sections 1085 or 1094.5, or any other state, federal, or local statute, law, ordinance, rule, regulation, or any decision of a competent jurisdiction. It is expressly agreed that the City shall have the right to approve, which approval will not be unreasonably withheld, the legal counsel providing the City's defense, and that Project Principals shall reimburse City for any costs and expenses directly and necessarily incurred by the City in the course of the defense. City shall promptly notify the Project Principals of any Actions brought and City shall cooperate with Project Principals in the defense of the Actions.

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

4. The Project permitted under Cannabis – CUP PLN 24-0107 shall commence operation within two (2) years from the date of this approval. The Community Development Director may, upon

a written application being filed 30 days prior to expiration and for good cause, grant a one-time extension not to exceed 12 months (BMC 17.52.090). Upon granting of an extension, the Community Development Director shall ensure that the Cannabis – CUP complies with all current provisions of BMC Title 17.

5. A copy of the signed Resolution of approval and these Conditions of Approval imposed on Cannabis - CUP PLN 24-0107 shall be reproduced in legible form on the improvement plans and construction plans submitted for review and approval as required by the reviewing department.

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

7. The Project Principals shall comply with all applicable provisions of the Banning Municipal Code (BMC), including but not limited to Chapter 17.53 (Cannabis - Conditional Use Permits), Title 17 (Zoning), and Chapter 5.35 (Cannabis Regulatory Permits), and all other applicable state and local laws.

8. The Project Principals shall obtain and maintain the following permits/licenses prior to commencement of operations and throughout the life of the cannabis business:
   a. A valid Cannabis - Conditional Use Permit approved by the City Council.
   b. A valid Cannabis Regulatory Permit issued jointly by the City Manager and Chief of Police (BMC 17.53.020(B)(3)).
   c. A valid California state cannabis cultivation license (Department of Cannabis Control).
   d. A valid City of Banning business license.

9. Any material change, alteration, or modification to the premises or operation from what is approved herein shall require an amendment to this Cannabis - CUP, consistent with BMC 17.53.080(J).

10. The Project Principals shall be subject to inspection by City staff and law enforcement with 24 hours' notice to ensure compliance with this approved CUP and applicable laws (BMC 17.53.080(L).

11. All commercial cannabis activity shall be conducted entirely within enclosed structures. No outdoor cultivation or storage of cannabis or related materials shall be permitted (BMC 17.53.080(A)).

12. The cannabis business shall not be located within 600 feet of any existing school (K–12), park, youth center, or day care center, as measured in a straight-line horizontal distance between property lines (BMC 17.53.080(B)).

13. The property shall be fully compliant with all applicable zoning and development standards, including but not limited to parking, landscaping, lighting, and screening requirements (BMC 17.53.080(E)).

14. Loading and unloading areas shall be located at the side or rear of the site and shall be screened by a solid, decorative wall (BMC 17.53.080(C). The Project Principals shall submit to City staff for approval construction drawings on the type of screening prior to installation.

15. The hours of operation (6 AM – 10 PM daily) shall be limited to those approved through this CUP and shall not be changed without prior City approval (BMC 17.53.080(D)).

16. The Project Principals shall retain or contract for 24-hour on-site security personnel, in compliance with BMC 17.53.100(D).

17. A digital video surveillance system shall be installed and maintained as specified in BMC 17.53.100(E), including:
    a. 24/7 operation at a minimum resolution of 1280 x 720 pixels and 15 frames per second.
    b. Coverage of all entrances, exits, loading areas, and areas where cannabis is processed, stored, or destroyed.
    c. Minimum 90-day storage of footage with offsite backup or cloud capability.
    d. Remote access, tamper protection, and battery backup.

18. An audible interior and exterior alarm system monitored by a licensed security company shall be installed and maintained in accordance with BMC 17.53.100(F).

19. All points of ingress/egress shall be equipped with commercial-grade locks (BMC 17.53.100(C)).

20. All cannabis and cannabis products shall be stored securely, in locked areas only accessible to authorized staff (BMC 17.53.100(G)).

21. Exterior and interior lighting shall comply with the approved Lighting Plan and BMC 17.53.100(H) and shall provide minimum illumination necessary for security while avoiding light trespass on adjacent properties.

22. Business signage shall be limited to the name of the cannabis only, and shall contain no advertising or any companies, brands, products, goods, or services, and comply with BMC 17.53.120 and shall include at a minimum:
    a. “This site is not open to the public”
    b. “Retail sales of any goods and services are prohibited”
    c. “All Activities Monitored by Video Camera”
    d. “Limited Access Area – Authorized Personnel Only”
    e. “Smoking, vaporizing, ingesting, or otherwise consuming cannabis on these premises or in the vicinity is prohibited and a violation of the Banning Municipal Code”
    f. List the contact phone number and email of the business Community Relations Representative identified in Condition #31 below.

23. All employees, agents, officers, and volunteers of the cannabis business shall be at least 21 years of age, wear visible City-compliant ID badges, and be listed on the premises worker list (BMC 17.53.090(A)–(B)).

24. The cannabis business shall not be open to the general public. Any visitors to the cannabis business facility shall:
    a. Be at least 21 years of age
    b. Present valid government-issued ID
    c. Sign the visitor log, including their name, date of entry, and purpose of entry.
    d. Be escorted at all times
    e. Shall not engage in any commercial cannabis activity (BMC 17.53.090(C))

25. The Project Principals and/or business manager shall be on site any time anyone other than security personnel is present (BMC 17.53.090(C)(4)).

26. The facility shall install and maintain a ventilation and filtration system compliant with the California Building Code and approved by the City Building Official that prevents odors from exiting the building (BMC 17.53.150). The Project Principals shall install industry-standard carbon filters including double filtration measures to mitigate odor leaks and ensure odor containment.

27. Cannabis waste disposal shall comply with BMC 17.53.130, including:
    a. Chemical, dangerous, or hazardous wase, such as pesticides, solvents, and other chemicals, shall be disposed of consistent with federal, state, and local laws.
    b. Cannabis waste must be rendered unusable and unrecognizable.
    c. Waste must be stored in locked, secure trash receptacles and enclosures accessible only to authorized personnel or licensed haulers.

28. The premises and cannabis activities shall be maintained and conducted in a sanitary condition and shall have adequate access to bathrooms and hand-washing stations (BMC 17.53.140).

29. The business shall comply with the California Cannabis Track and Trace system required by Section 26067 of the Business and Professions Code utilizing seed-to-sale software capable of real-time inventory tracking and manifest generation (BMC 17.53.160(B)).

30. The Project Principals and/or business manager shall make all records and systems available to the City upon request, including surveillance footage, personnel records, and inventory logs. The Project Principals and/or business manager shall endeavor to recruit and hire locally, and annually report employee residency data, including number persons employed from City of Banning and San Gorgonio Region.

31. The Project Principals shall designate a Community Relations Representative, staff member, or other representative whose contact information shall be provided to the City and all adjacent properties within 150-foot radius of the site. This person shall be the primary contact for complaints or concerns and shall become the designated person to receive and respond to operational matters (BMC 17.53.040(G)).

32. Prior to receiving a City of Banning, Building Permit for the building and cannabis business, the property owner shall have an access easement approved by the City of Banning, Public Works Department and recorded onto the property. The agreement shall allow the development of a 40' wide access easement with a 24-foot-wide driveway off Galleher Way northward to the Project site compliant with the Public Works Street conditions below.

33. The Project Principals and/or business manager shall provide the City, on a quarterly basis, a written report disclosing odor control, cannabis operation and community complaints received. The Project Principals shall designate a Community Relations Representative to address project issues described in Condition of Approval #31 above.

34. The Project Principals and/or business manager shall respond to odor or other operational complaints within 48 hours of receipt of a complaint. Documentation and details of such complaints shall be included in the required quarterly reports in Condition of Approval #33

above. Should the City receive three (3) complaints within a 90-day period, the City may initiate a compliance review, require updates to the odor abatement plan, or modification of this Cannabis - CUP at a public hearing.

35. The main entrance shall be maintained clear of barriers, landscaping, and other obstructions. Inside of the main entrance, there shall be a lobby to receive persons into the site and to verify whether they are allowed on the premises. All commercial cannabis activity shall be separated from the main entrance and lobby, and cannabis and cannabis products shall be secured by a lock accessible only to managers and staff of the permittee (BMC 17.53.080(H-I).

Building Division:

36. The proposed structure shall be designed per the current adopted building codes, which is currently 2022 California Building Code.

37. Structural plans and calculations shall be provided by a California licensed engineer or California licensed architect.

38. Clearly identify the distance from all property lines to the proposed buildings.

39. All entrances and exterior ground-floor exit doors to buildings and facilities shall be made accessible to persons with disabilities. (CBC 11B-206.4.1).

40. Walks shall be a minimum of 48 inches in width with a maximum cross slope of 2% and a maximum slope in the direction of travel of 5%. Walks exceeding 5% shall conform to the requirements of a ramp. Curb ramps and truncated domes shall be detailed on the drawing plans. (CBC Section 11B-403.5.1).

41. Site development and grading shall be designed to provide access to all entrances and exterior ground floor exits, and access to normal paths of travel, and where necessary to provide access. Paths of travel shall incorporate landings, sidewalks, pedestrian ramps, curb ramps, etc. The accessible route of travel shall be the most practical direct route between accessible building entrances, site facilities, accessible parking and the accessibility entrance to the site. Where more than one route is provided, all routes must be accessible. (CBC Section 11B-206.2.1).

42. Please comply with California Green Building Standards Code Section 5.106.5.3 for required and future readily available EV Charging Stations. Also note there is a % of the EV charging stations that are required to be accessible and need to be on an accessible route. (CBC Section 11B-403.5.1).

43. Footings for CMU screen walls shall not be beyond the property lines.

44. The drawing plans and conditions shall be per the 2022 CBC.

45. Clearly identify distances to property lines on the site plan.

46. Provide an accessible path of travel from the street to the primary entrance. Identify all slopes and curb conditions along the accessible path of travel. Walks shall be a minimum of 48 inches in width with a maximum cross slope of 2% and a maximum slope in the direction of travel of 5%. Walks exceeding 5% shall conform to the requirements of a ramp. Curb ramps and truncated domes shall be detailed on the plans.

Electric Utility:

47. A new Service Questionnaire will be required to determine the electrical demand of the project and to ensure the City of Banning Electric Utility ("BEU") can provide safe and reliable service to the project. The Project Applicant shall submit a new Service Questionnaire and receive approval from the Public Works Department of required changes and upsizing of the electrical system prior to building permit issuance.

48. The Project Applicant shall be required to submit for panel upgrade/replacement a permit for proposed new 1200A service. A separate permit is required via SmartGOV.

49. BEU Plan Review Fee to be paid. The Project Applicant shall pay the BEU Plan Review Fee prior to receiving approval of a Cannabis – CUP.

Fire Division:

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

50. Fire Protection Water Supplies/Fire Flow - Minimum fire flow for the construction of all buildings is required per CFC Appendix B. Prior to building permit issuance for new construction, the applicant shall provide documentation to show there exists a water system capable of delivering the required fire flow. Specific design features may increase or decrease the required fire flow.

    a. Will Serve Letters from the responsible water purveyor are required prior to a map recordation.

51. Fire Protection Water Supplies/Hydrants - The minimum number of fire hydrants required, as well as the location and spacing of fire hydrants, shall comply with CFC Appendix C and NFPA 24. Fire hydrants shall be located no more than 400 feet from all portions of the exterior of the building along an approved route on a fire apparatus access road, unless otherwise approved by the fire department. In areas where new water mains are extended along streets and hydrants are not needed for protection of structures, standard fire hydrants shall be provided at spacing not to exceed 1,000 feet along streets for transportation hazards. Fire hydrants shall be at least 40 feet from the building it is serving. A fire hydrant shall be located within 20 to 100 feet of the fire department connection for buildings protected with a fire sprinkler system. The size and number of outlets required for the approved fire hydrants are 4 x 2 x 2 (super hydrant). Reference CFC as amended and NFPA 24.

52. Fire Department Access - Fire apparatus access roads shall be provided within 150 feet of all exterior portions of buildings, unless otherwise approved by the fire department. Fire apparatus access roads shall have an unobstructed width of no less than 24 feet. Dead-end fire apparatus access roads exceeding 150 feet in length shall provide an approved turn around. The minimum required turning radius of a fire apparatus access road is 45 feet outside radius and 20 feet inside radius. The construction of the fire apparatus access roads shall be all weather and capable of sustaining 80,000 lbs. Unless otherwise approved, the grade of a fire apparatus access road shall not exceed 16 percent and the cross slope shall not exceed 2.5 percent. The angles of approach and departure for fire apparatus access roads shall be a maximum of 6 percent grade change for 25 feet of approach/departure. Reference CFC as amended and Riverside County Fire Department Policies and Standards.

a. Fire Lane marking: Identification and marking of fire lanes, including curb details and signage, shall comply with RVC Guideline OFM-01A.

53. Fire Department Access Turn Around On-parcel dead-end fire apparatus access roads exceeding 150 feet in length shall provide a bulb turnaround at the terminus measuring a minimum of 45 feet outside radius and 24 feet inside radius. Parallel parking around the perimeter of the bulb is acceptable provided the bulb outside turning radius is increased by 8 feet. In-lieu of a bulb, a hammer-head type turnaround is acceptable where the top of the T dimension is 124 feet with the stem in the center. Additional turnaround designs may be acceptable as approved by the Fire Department. Reference CFC as amended and Riverside County Fire Department Policies and Standards OFM1A.

54. Fire Department Building Construction Plan Review - Submittal of construction plans to the Fire Department will be required. Final fire and life safety conditions will be addressed when the Fire Department reviews the plans. These conditions will be based on California Fire Code, California Building Code (CBC), and related codes/standards adopted at the time of construction plan submittal. Reference CFC as amended.

55. Fire Sprinkler System - All new commercial buildings and structures 3,600 square feet or larger will be required to install a fire sprinkler system. Reference CFC as amended.

56. Fire Alarm and Detection System - A water flow monitoring system and/or fire alarm system may be required as determined at time of building construction plan review.
Reference CFC as amended.

57. Cannabis Facilities - Deferred submittals shall be required for Carbon Dioxide Gas Enrichments Systems and Plant Processing/Extraction Systems. Reference CFC as amended per Riverside County Fire Department Policies and Standards.

58. Traffic Calming Devices - Requests for installation of traffic calming designs/devices on fire apparatus access roads shall be submitted and approved by the Fire Code Official. Reference CFC as amended.

59. Gate Access - All electronically operated gates shall be provided with Knox key switches and automatic sensors for access. These gates shall be provided with access to gate equipment or another method to open the gate if there is a power failure. (Manual gates shall not be locked unless a Knox padlock or Knox Box containing the key to the lock is installed in an approved location on the approach side of the gate). A pedestrian gate, if used to provide access, shall be a minimum 3 feet wide and provided with a Knox Box/Padlock if locked. Reference CFC as amended.

60. Fire Department Access Doors If high piled storage will be utilized in the building, Fire Department Access Doors may be required every 150 feet along all portions of the interior of the building that are along the fire apparatus access road. Reference CFC as amended.

61. Water Plans - If fire hydrants are required to be installed, applicant/developer shall furnish the water system fire hydrant plans to the Fire Department for review and approval prior to building permit issuance. Plans shall be signed by a registered civil engineer, and shall confirm hydrant type, location, spacing, and minimum fire flow. Once plans are signed and approved by the local water authority, the originals shall be presented to the Fire Department for review and approval. Reference CFC as amended.

Public Works Department:

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

General Conditions

COA #	Condition of Approval	Completion Milestone	Status
PW.General.01	The subject property shall substantially conform to the approved Conditional Use Permit. The City Engineer may approve minor design modifications to the project plans during the plan check process, if such modifications conform to the provisions of the Banning Municipal Code. Substantial changes shall not be permitted except upon application for, and approval of modification of this entitlement in compliance with all applicable procedures and requirements.	Informational	
PW.General.02	All Ordinances, Policy Resolutions, and Standards of the City in effect at the time this project is approved shall be complied with as a condition of this approval.	Informational	
PW.General.03	All applicable mitigation measures specified in the approved Technical Studies shall be incorporated as conditions of approval for this project and shall be addressed to the satisfaction of the Public Works Director and City Engineer.	Informational	
PW.General.04	The applicant shall comply with the approved site plan, the preliminary grading plan, and other relevant documents approved during project entitlement. Any significant omission to the representation of the site conditions may require the plans to be resubmitted for further review and revision.	Informational	
PW.General.05	An Encroachment Permit shall be required prior to commencement of any work within the public right-of-way. The contractor working within the public right-of-way shall submit proof of a Class “A” State Contractor’s License, City of Banning Business License, and Liability Insurance.	Informational	
PW.General.06	The applicant is responsible for resolving any conflicts with existing or proposed easements. All easement(s) of record and proposed easements shall be shown on the final map, grading plan, and improvement plans where applicable.	Informational	
PW.General.07	Where survey monuments exist, such monuments shall be protected or shall be referenced and reset, pursuant to the Business and Professions Code, Sections 8700 to 8805 (Land Surveyors Act)	Informational	
PW.General.08	All future utility systems including gas, electric, telephone, water, sewer, and cable TV, shall be provided for underground, with easements provided as required, and designed and constructed in accordance with City codes and the utility provider. Telephone, cable TV, and/or security systems shall be pre-wired.	Informational	

COA #	Condition of Approval	Completion Milestone	Status
PW.General.09	Any existing public improvements, or public improvements not accepted by the City that are damaged during construction shall be removed and replaced as determined by the City Engineer or his/her representative.	Informational	
PW.General.10	All precautions shall be taken to prevent washouts, undermining and subsurface ponding, caused by rain or runoff to all surface structures (curbs, gutters, sidewalks, paving, etc.). The Engineering Division may order repair, removal and replacement, extra compaction tests, load tests, etc. or any combination thereof for any such structure that was damaged or appears to have been damaged. All of the additional work, testing, etc., shall be at the expense of the Applicant.	Informational	
PW.General.11	Prior to the release of surety and upon completion of construction, the applicant shall furnish the City with reproducible record drawings on Mylar film of all improvement plans that were approved by the City Engineer. Each sheet shall be clearly marked "As-Built" or "As-Constructed" and shall be stamped and signed by the engineer or surveyor certifying the accuracy and completeness of the drawings. The applicant shall have all AutoCAD files submitted to the City, revised to reflect the “As-Built” conditions	Informational	

Reports, Agreements and Certifications:

The following is a non-inclusive list of items that may be required by the Public Works Department. Unless otherwise authorized in writing by the City Engineer, plans shall utilize the minimum scale specified and shall be drawn on 24”x36” sized paper. Plans should be drawn at a larger scale if additional detail and/or clarity is desired (Note: The applicant may be required to prepare other improvement plans not listed here pursuant to improvement required by other agencies and utility purveyors). Other engineered improvement plans prepared for City approval that are not listed herein shall be prepared in formats approved by the City Engineer prior to commencing plan preparation.
All required plans and studies shall be prepared by a Registered Professional Engineer, Registered Professional Geologist. Registered Professional Landscape Architect or Registered Professional Surveyor in the State of California and submitted to the Public Works Department for review and approval.
The design of public infrastructure elements shall conform to the requirements of these Conditions of Approval, City General Plan, City/Regional Master Plans, City of Banning Grading Manual, City of Banning codes/standards, Standard Specifications for Public Works Construction (current edition), and Caltrans Standards and Specifications at no cost to any governmental agency as required by the City Engineer.
The design of private grading and improvements outside of public right of way shall comply with the City of Banning Grading Manual, Title 18 of the City of Banning Municipal Code, California Building Code, State Water Resources Control Board orders, rules, and regulations, and City of Banning standards and practices.
All off-site plan and profile, street improvement plans, and signing and striping plans shall show all existing improvements for a minimum distance of 200 feet beyond the project limits, and to a distance sufficient to show any required design transitions.
An index map shall be provided on the title sheet of all plan sets showing the overall view of the entire work area.
All plans shall be complete, to the satisfaction of the City Engineer, prior to final map recordation and determination of surety estimates.

Permit Type	**Plan Set**	**Scale**	**Notes**
Grading	Precise Grading Plan	1" = 20'	
	Erosion and Sediment Control	1" = 40'	Shall be included with any grading plan
Encroachment	Street Improvements	1" = 40' Horiz/ 1" = 4' Vertical	
	Potable Water Plan	1" = 40' Horiz/ 1" = 4' Vertical	
	Sewer Plan	1" = 40' Horiz/ 1" = 4' Vertical	
Survey	Easement Dedications		
	Record of Survey		If necessary
Technical	Geotechnical Report		For pavement sections
Studies			
Permits and	Permission to Grade		
Agreements			

Mapping/Survey:

COA #	Condition of Approval	Completion Milestone	Status
PW.Map.01	Prior to issuance of any permit(s), the applicant shall acquire or confer property rights necessary for the construction or proper functioning of the proposed project/development. Conferred rights may include right-of-way dedications, irrevocable offers to dedicate or grant of easements to the City for emergency services, maintenance, utilities, storm drain facilities, or temporary construction purposes including the reconstruction of essential improvements as directed by the City Engineer. All costs associated with acquiring rights-of-way or easements shall be borne by the applicant.	Informational	
PW.Map.02	During the improvement plan checking process, turning radius template checks shall be submitted for access to all storm drain facilities, open space, and other utility easements that are accessed from a publicly accessible paved street. These templates shall clearly show that the easements are sufficient for full access under emergency conditions. The City of Banning's review of the easements shall include appropriateness of the vehicle turning radius, easement slopes and easement widths. Additional easement widths shall be required when the design vehicle is likely to use outriggers or other means of load stabilization.	Informational	

COA #	Condition of Approval	Completion Milestone	Status
PW.Map.03	All public facilities including sewer, water, reclaimed water and drainage shall be located in a public right of way or public utility easement. All easements shall meet minimum width and access requirements as mandated by the City or governing agency.	Informational	
PW.Map.04	Submit a copy of the title report, closure calculations, and any separate instruments or necessary right-of-way documents to the Engineering Division prior to final map approval.	Informational	
PW.Map.05	The applicant shall be responsible for research on private utility lines (Gas, Edison, Telephone, Cable, Internet, etc.) to ensure there are no conflicts with site development. All existing on-site utility lines that conflict with this project shall be relocated, removed, or sealed to the satisfaction of the City Engineer.	Informational	
PW.Map.06	The applicant shall not grant any easements over any property subject to a requirement of dedication or irrevocable offer of dedication to the City of Banning unless such easements are expressly made subordinate to the easements to be offered for dedication to the City or RCFCD or unless such easements do not conflict with the City's or RCFCD's intended purposes or uses. Prior to granting any of said easements, the applicant shall furnish a copy of the proposed easement to the City Engineer for review and approval. Further, a copy of the approved easement shall be furnished to the City Engineer prior to the issuance of any certificate of use and/or occupancy.	Informational	
PW.Map.07	The applicant, at its sole expense, shall obtain all right of way or easement acquisitions necessary to implement any portion of condition of this project, including public improvements, off-site grading and construction, offsite street requirements, offsite public utility requirements, storm drain improvements, or any other requirement of these conditions.	Prior to Issuance of any Construction Permit	
PW.Map.08	The applicant shall provide an easement over, across, and which provides ingress and egress to all private water quality, stormwater, drainage basins, public water facilities, public sewer facilities, public electric facilities, and fire department access to be dedicated to the City, for ingress, egress, and right to inspect, repair, remove, and replace unless otherwise directed by the City Engineer.	Prior to Issuance of any Construction Permit	
PW.Map.09	The applicant shall dedicate right-of-way along Galleher Way to provide for a standard 10' parkway, and necessary right of way to permit for a City of Banning standard Commercial Driveway to be constructed.	Prior to Issuance of any Construction Permit	
PW.Map.10	Legal descriptions and plans of street dedication shall be provided to the Engineering Division for review and approval before acceptance by the City Council and recorded by the County of Riverside.	Prior to Issuance of any Construction Permit	

Grading:

COA #	Condition of Approval	Completion Milestone	Status
PW.Grade.01	The applicant shall comply with Title 18 of the Banning Municipal Code "Grading, Erosion, and Sediment Control", the City of Banning Grading Manual, California Building Code related to excavation and grading, and State Water Resources Control Board orders, rules, and regulations.	Informational	
PW.Grade.02	Grading work shall be balanced on-site, wherever possible. If export is required as a result of the final grading plan, then measures will be taken to be in compliance with the applicable City of Banning Ordinances at time of final grading plan approval.	Informational	
PW.Grade.03	The project grading shall be designed in a manner that perpetuates the existing natural drainage patterns with respect to tributary drainage areas, outlet points and outlet conditions. Otherwise, a drainage easement shall be obtained for the release of concentrated or diverted storm flows. The project shall accept and convey storm flows from the adjacent property within the property boundaries, or within drainage devices and easements obtained by the applicant.	Informational	
PW.Grade.04	A Grading Plan and Erosion Control Plan shall be submitted to the City Engineer for review and approval.	Prior to Issuance of a Grading Permit	
PW.Grade.05	Detailed grading plans shall be prepared and approved by the City prior to any on-site grading for the project.	Prior to Issuance of a Grading Permit	
PW.Grade.06	Prepare an erosion control plan that provides the developed phases with the required flood protection. Flood protection shall be determined by the size of the undeveloped areas and the flow patterns.	Prior to Issuance of a Grading Permit	
PW.Grade.07	A soils report and geotechnical study shall be submitted in conjunction with the grading plan with further analyses of on-site soil conditions and appropriate measures to control erosion and dust. Any issues or recommendations provided in the report shall be addressed to the satisfaction of the City Engineer. The responsible geotechnical engineer shall sign and stamp all grading plans indicating the plan complies with the recommendations of the comprehensive soils and geotechnical report.	Prior to Issuance of a Grading Permit	

COA #	Condition of Approval	Completion Milestone	Status
PW.Grade.08	For construction activities including clearing, grading or excavation of land that disturbs one (1) acre or more of land, or that disturbs less than one (1) acre of land, but which is a part of a construction project that encompasses more than one (1) acre of land, the applicant shall be required to submit a Storm Water Pollution Protection Plan (SWPPP) and file a Notice of Intent (NOI) with the Regional Water Quality Control Board (RWQCB). The applicant shall provide proof that the SWPPP has been approved by the RWQCB prior to issuance of any permits. The applicant shall ensure that the required SWPPP is available for inspection at the project site at all times through and including acceptance of all improvements by the City. The applicant's SWPPP shall include provisions for all of the following Best Management Practices ("BMPs"): • Temporary Soil Stabilization (erosion control). • Temporary Sediment Control. • Wind Erosion Control. • Tracking Control. • Non-Storm Water Management. • Waste Management and Materials Pollution Control. All erosion and sediment control BMPs proposed by the applicant shall be designed using the CASQA BMP handbook and approved by the City Engineer prior to any onsite or offsite grading, pursuant to this project. The approved SWPPP and BMPs shall remain in effect for the entire duration of project construction until all improvements are completed and accepted by the City.	Prior to Issuance of a Grading Permit	N/A, under one acre disturbed ?
PW.Grade.09	Construction documents shall include language that requires all construction contractors to strictly control the staging of construction equipment and the cleanliness of construction equipment stored or driven beyond the limits of the construction work area. Construction equipment shall be parked and staged within the project site. Staging areas shall be screened from view from adjacent properties. Vehicles shall be kept clean and free of mud and dust before leaving the development site. Surrounding streets shall be swept daily and maintained free of dirt and debris.	Prior to Issuance of a Grading Permit	
PW.Grade.10	A precise grading plan shall be submitted to the City Engineer for review and approval. A grading permit shall be obtained prior to commencement of any grading activity.	Prior to Issuance of a Grading Permit	
PW.Grade.11	The applicant shall provide a Final Grade Certification. The certification shall be stamped and signed by a licensed civil engineer or land surveyor and shall show actual building setbacks, swales, draiange devices, and other items shown in conformance with the approved Precise Grading Plan.	Prior to Certificate of Occupancy	

Stormwater/Water Quality:

COA #	Condition of Approval	Completion Milestone	Status
PW.Storm.01	The applicant shall comply with Chapter 13.24 "Stormwater Management Systems" of the Banning Municipal Code.	Informational	
PW.Storm.02	Trash Capture Devices are designed to keep trash, sediment, and debris from entering the City's storm sewer system including its' curb and gutters. The proposed project is in a "Priority Land Use" area (defined as: high-density residential areas (starting from 10 dwellings units/acre), Industrial areas (manufacturers, storage warehouses, distribution centers, junkyards), Commercial areas (populated consumer areas where goods and services are exchanged), Mixed-use areas (areas where high-density residential, industrial, and commercial intermix), and Public Transportation areas (property drains to or from bus stops)). Therefore, the developer shall install, operate, and maintain a "Full Capture" trash treatment control device for all storm drain systems (catch basins, inlets, etc.) on the property that capture runoff from the Priority Land Use area to comply with Trash Amendments/Provisions as defined by the SWRCB. The full capture system/device shall be selected from the SWRCB's approved Certified "Full Capture Systems" list and shall also be approved by the City Engineer. If the project does not require a WQMP but is in a "Priority Land Use" area, a BMP Maintenance Agreement shall be prepared and executed with the City to ensure proper operation and maintenance of the full capture system/device and an annual self-inspection report shall be submitted to the Engineering Division.	Prior to the Issuance of a Grading Permit	
PW.Storm.03	The applicant shall identify and include in its improvement plans structural and non-structural Best Management Practices (BMP's) as outlined in these Conditions of Approval.	Prior to the Issuance of a Grading Permit	
PW.Storm.04	The applicant shall execute a Stormwater Management Facilities Agreement on terms agreed to by the parties guaranteeing the maintenance of stormwater pollution controls. Said agreement shall be recorded with the Riverside County Recorder and run with the land.	Prior to the Issuance of a Grading Permit	
PW.Storm.05	The applicant shall provide their SIC code to the Engineering Division to determine if a SWRCB issued Industrial General Permit will be required.	Prior to Occupancy	
PW.Storm.06	A NPDES/Industrial Waste Inspection performed by the Public Works Dept. will be required and the Fee paid for prior to the issuance of the Certificate of Occupancy.	Prior to Occupancy	

COA #	Condition of Approval	Completion Milestone	Status
PW.Storm.07	Ensure that Good Housekeeping Best Management Practices, described in the CASQA BMP Handbook (erosion, sediment, and trash controls) are used during construction and on a regular basis once operational, to prevent potential pollutants from entering the storm drain system to meet NPDES requirements. Once operational, Source Control good housekeeping BMPs include; - SC-11, Spill Prevention, Control and Cleanup (including a SPCC Plan) - SC-43 Parking Area Maintenance - SC-60, Housekeeping Practices There shall be no outdoor storage of materials, and the good housekeeping BMPs shall be met. Violation these requirements may lead to the CUP being revoked.	Prior to Occupancy	

Streets and Traffic:

COA #	Condition of Approval	Completion Milestone	Status
PW.Street.01	All street designs shall comply with City of Banning standard drawings where available. If no City standard is available applicant may select standards in the following order: 1 - City of Banning Standards 2 - Riverside County Standard Drawings 3 - 'Greenbook' Standard Drawings 4 - Caltrans Standard Drawing 5 - Other published standards, subject to approval from the City Engineer. Any standard drawing other than City of Banning standards shall be included on the improvement plan set as reference.	Informational	
PW.Street.02	Any public improvements damaged during the course of construction shall be replaced to the satisfaction of the City Engineer, or his/her designee.	Informational	
PW.Street.03	Grading and excavations in the public right-of-way shall be supplemented with a soils and geology report prepared by a professional engineer or geologist licensed by the State of California.	Informational	
PW.Street.04	Applicant's geotechnical engineer shall provide the design of the pavement section and field measured "R-Values" based upon the Caltrans Method.	Informational	
PW.Street.05	Street pavement design shall take into account the subgrade soil strength, the projected traffic loading, and have a design life of 20 years.	Informational	
PW.Street.06	Minimum AC Thickness for any roadway shall be 4" AC, completed in 2 lifts. Final lift shall be a 0.15-foot cap completed after onsite construction is completed.	Informational	
PW.Street.07	A minimum width of 20 feet for a paved or all weather emergency access.	Informational	

COA #	Condition of Approval	Completion Milestone	Status
PW.Street.08	In accordance with the California Building Code, Title 24, and the requirements of the Americans with Disabilities Act (ADA), facilities for disabled persons shall be constructed in locations specified by the City Engineer (i.e., accessible paths of travel, curb ramps, etc.).	Informational	
PW.Street.09	Parking areas shall be designed and improved with grades not to exceed five percent slope. All applicable ADA standards will be adhered to.	Informational	
PW.Street.10	ADA Ramps shall comply with City of Banning Standards and PROWAG guidelines, whichever is stricter.	Informational	
PW.Street.11	Access drives to the public right-of-way shall be restricted to those approved by the City Engineer as shown on the approved plans.	Informational	
PW.Street.12	Commercial/Industrial driveway grades shall not exceed eight percent unless approved by the City Engineer.	Informational	
PW.Street.13	**Galleher Way**: Construct parkway improvements for LOCAL COLLECTOR roadway per City of Banning Standard ST-100 including the following: Driveways, Sidewalk, Parkway Landscaping	Informational	
PW.Street.14	Applicant shall submit and obtain written approval from the City Fire Marshall for the plans for all public or private access drives or streets. The plans shall include plan view and sectional views and indicate the grade and width of the road measured from flow-line to flow-line. When a dead end access exceeds 150-feet or when otherwise required, a clearly marked fire apparatus access turnaround must be provided and approved by the City Fire Marshall. Applicable covenant, conditions or restrictions (CC&R's) or other approved documents shall contain provisions which prohibit obstructions such as speed bumps/humps, control gates, or other modifications within said easement or access road unless prior approval from the Fire Marshall is granted.	Prior to the Issuance of an Encroachment Permit	
PW Street 15	Applicant shall prepare improvement plans for review from the Public Works Department for construction of remaining parkway improvements.	Prior to the Issuance of an Encroachment Permit	
PW.Street.16	All fire hydrants shall have a blue reflective pavement marker indicating the hydrant location on the street/access driveway as approved by the Fire Marshall and must be maintained in good condition by the property owner until the street is accepted for maintenance.	Prior to Certificate of Occupancy	
PW.Street.17	All required public improvements for the project shall be completed, tested, and approved by City of Banning and/or other governing agency to the satisfaction of the City Engineer or their designee.	Prior to Certificate of Occupancy	
PW.Street.18	Applicant shall make pavement repairs necessary to mitigate the impacts of project construction traffic on all affected existing streets.	Prior to Release of Surety	

Solid Waste/Refuse:

COA #	Condition of Approval	Completion Milestone	Status
PW.Refuse.01	Effective January 1, 2022, all businesses shall subscribe to City's three-container (trash, recycling, organics), Collection Services per Banning Municipal Code, Title 8.28, "Garbage Collection and Disposal" unless a City approved exemption is granted. Information on the program is available on the City of Banning website and made available at the following link: https://library.municode.com/ca/banning/codes/code_of_ordinances.	Informational	
PW.Refuse.02	Applicants are required to use the City's exclusive franchise hauler (Waste Management) unless otherwise approved in writing by the Public Works Department.	Informational	
PW.Refuse.03	Construction debris shall be disposed of at a certified recycling site. It is the responsibility of the developer to contact the City's franchised solid waste hauler, Waste Management of the Inland Valley, at 1-800-423-9986 for disposal of construction debris.	Informational	
PW.Refuse.04	Applicants are encouraged to review the referenced sections in the 2022 California Green Building Standard Code:https://calgreenenergyservices.com/wp/wp-content/uploads/2019_california_green_code.pdf	Informational	
PW.Refuse.05	Cannabis waste material shall be handled separate of solid waste collection services (trash, recyclable, organics) unless alternative disposal method approved by the State or Federal government.	Informational	
PW.Refuse.06	Cannabis waste material shall be housed in a locking enclosure that is not accessible to unauthorized individuals including the public.	Informational	
PW.Refuse.07	Facilities shall implement an approved plan with the Department of Cannabis or State/Federal approve department.	Informational	
PW.Refuse.08	The developer shall participate in the City's recycling and diversion programs by providing a solid waste enclosure to accommodate necessary solid waste containers. Trash enclosure must meet City of Banning Trash Enclosure guidelines.	Prior to Building Permit	
PW.Refuse.09	All new development projects including, but not limited to, industrial and business buildings and facilities, as well as multi-family complexes shall provide a solid waste enclosure to accommodate trash, recycle and organics waste bins and/or containers. Solid waste enclosures for multiple tenant properties, such as a shopping center, must design the enclosure to accommodate all waste containers of the property.	Prior to Building Permit	
PW.Refuse.10	Properties that are being renovated and that do not have an existing solid waste enclosure must identify a suitable location and include a solid waste enclosure to house trash, recycling and organics bins and/or containers with the renovation plan submittal.	Prior to Building Permit	
PW.Refuse.11	Solid waste enclosures shall be located on the site to be serviced.	Prior to Building Permit	

COA #	Condition of Approval	Completion Milestone	Status
PW.Refuse.12	The enclosure shall be designed for the exclusive use of housing solid waste containers including trash, recyclable and organics materials.	Prior to Building Permit	
PW.Refuse.13	Enclosures shall be lockable and/or contain locking bins. Locking mechanisms on enclosures and/or bins shall be approved by the City of Banning Solid Waste Franchise Hauler.	Prior to Building Permit	
PW.Refuse.14	Pursuant to CAL Green Building Standards Code section code 5.408. Construction and demolition wastes must be recycled and/or salvaged for a reuse minimum of 65% of nonhazardous construction demolition waste materials. All projects require construction waste reduction, disposal and recycling services that comply with the 2019 California Green Building Standards Code (CALGreen) as described in the Non-Residential (5.408).	Prior to Certificate of Occupancy	
PW.Refuse.15	187. Applicants shall submit a Construction and Demolition Waste Diversion Reporting Form to the City's Solid Waste Program Coordinator upon completion of the project to obtain diversion approval prior to final sign-off. Contact the Environmental Program Coordinator at refuse@banningca.gov or 951.922.3193 for further details and to obtain a report form template.	Prior to Certificate of Occupancy	

Potable Water:

COA #	Condition of Approval	Completion Milestone	Status
PW.Wat.01	All public potable water improvements shall be constructed per City of Banning Standards and Specifications, Standard Specifications for Public Works Construction, current edition, or as otherwise approved in writing by the City Engineer.	Informational	
PW.Wat.02	All private potable water improvement shall be designed and constructed per California Building Code, California Plumbing Code, and California Fire Code, latest editions. All private improvements shall be concurrently reviewed by the Building and Safety Department.	Informational	
PW.Wat.03	All private fire suppression systems shall be reviewed and approved by the City Fire Marshall.	Informational	
PW.Wat.04	Applicant shall submit a utility plan, showing proposed water service connection sizes and locations, including separate laterals for irrigation and fire protection. Both the domestic and irrigation water services will require the installation of a RP backflow protection device.	Informational	
PW.Wat.05	Applicant shall install a fire service with a RPDA backflow protection device. Private fire hydrants shall be painted red, and approval of location and materials to be coordinated with the Fire Department.	Informational	
PW.Wat.06	Applicant shall provide a detailed hydraulic analysis report to justify meter sizing and demonstrate adequate pressures throughout the project's water system during max day demand (MDD) with fire flow conditions to the satisfaction of the City Engineer.	Informational	

COA #	Condition of Approval	Completion Milestone	Status
PW.Wat.07	Applicant shall install a backflow device on all common-area buildings and at each irrigation water connection. The backflow device must be in compliance with City of Banning standards and specifications.	Informational	
PW.Wat.08	All water mains shall be looped whenever feasible, and dead-end water mains shall be provided with fire hydrants and auto-flush systems that delineates to the storm drain.	Informational	
PW.Wat.09	A water improvement plan shall be submitted showing the water lateral size and location within the public right of way.	Prior to Encroachment Permit	
PW.Wat.10	Applicant shall make pipeline repairs necessary as identified by the City Engineer or City Inspector for City acceptance of facilities.	Prior to Certificate of Occupancy	
PW.Wat.11	Applicant shall provide GIS shape files for all sewer lines and appurtenances including service laterals to the Public Works Department for inclusion in the GIS Database.	Prior to Certificate of Occupancy	

Sewer:

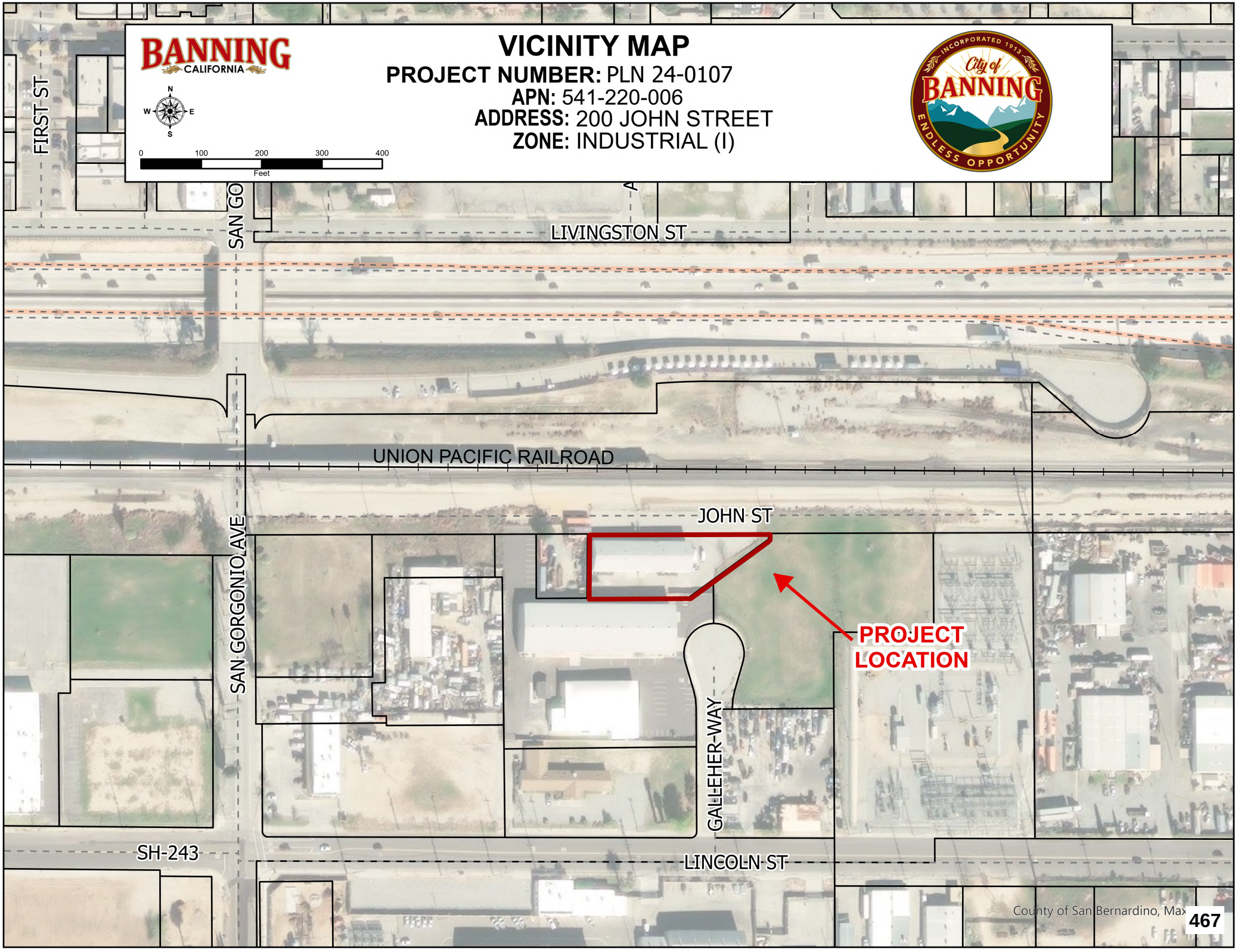
COA #	Condition of Approval	Completion Milestone	Status
PW.Sew.01	All public sewer improvements shall be constructed per City of Banning Standards and Specifications, Standard Specifications for Public Works Construction, current edition, or as otherwise approved in writing by the City Engineer.	Informational	
PW.Sew.02	Applicant shall install facilities within public rights of way. Where public right of way is not available, applicant shall provide easement rights to the City of Banning covering existing and proposed facilities necessary for the project.	Informational	
PW.Sew.03	Applicant shall fill out and submit an Industrial User Survey form and comply with the City's FOG/Industrial Waste Program.	Prior to Encroachment Permit	
PW.Sew.04	Each property shall have its own sewer lateral and shall be PVC SDR 26.	Informational	
PW.Sew.05	A sewer check valve shall be provided for each building with a finish pad elevation lower than the rim elevation of the immediate up-stream sewer manhole.	Informational	
PW.Sew.06	A sewer improvement plan shall be submitted showing the sewer lateral size and location within the public right of way.	Prior to Encroachment Permit	
PW.Sew.07	Applicant shall make pipeline repairs necessary as identified by the City Engineer or City Inspector for City acceptance of facilities.	Prior to Certificate of Occupancy	
PW.Sew.08	Applicant shall provide GIS shape files for all sewer lines and appurtenances including service laterals to the Public Works Department for inclusion in the GIS Database.	Prior to Certificate of Occupancy	

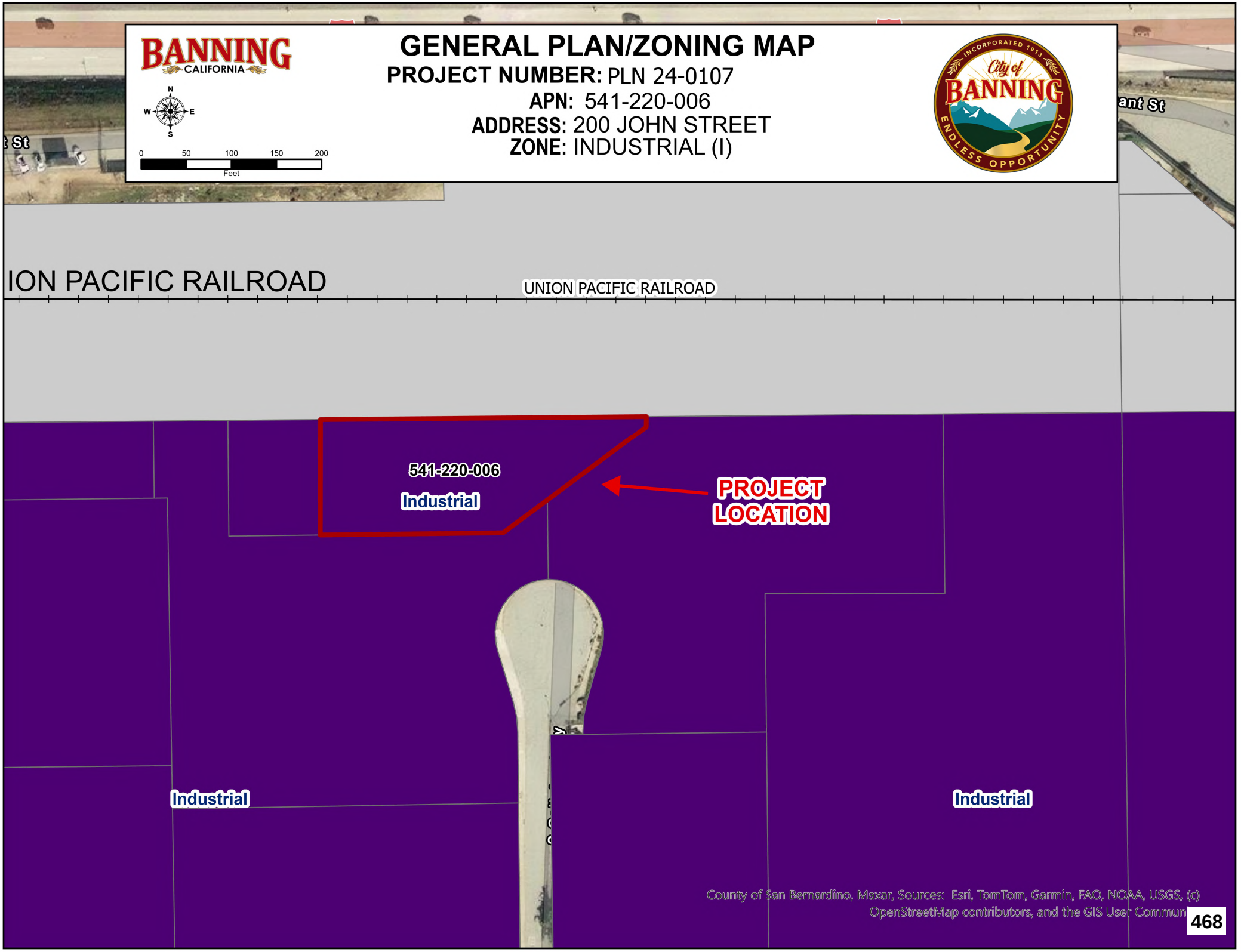
Fees:

COA #	Condition of Approval	Completion Milestone	Status
PW.Fees.01	All fees must be paid in full at the thresholds identified below. Plan check fees for professional report review and all improvement plan reviews shall be paid at the time of submittal of said documents in accordance with the fee schedule in effect at the time of the submittal.	Informational	
PW.Fees.02	Applications submitted without full payment of fees are deemed incomplete. Plan review will not commence until all fees are paid.	Informational	
PW.Fees.03	Evidence of paid fees to agencies outside the City of Banning is required prior to the issuance of any applicable permit.	Informational	
PW.Fees.04	Public Works Grading Permit fees (including fees for NPDES inspections) shall be paid prior to the issuance of any permits in accordance with the fee schedule in effect at the time of scheduling.	Prior to Grading Permit	
PW.Fees.05	Public Works Encroachment Permit and Inspection fees shall be paid prior to the issuance of any permits in accordance with the fee schedule in effect at the time of scheduling.	Prior to Encroachment Permit	
PW.Fees.06	Water Meter fees and installation fees shall be paid in full prior to installation of any water meter in accordance with the fee schedule in effect at that time.	Prior to Installation	
PW.Fees.07	Water connection fees shall be paid in accordance with the fee schedule in effect at that time.	Prior to Building Final/C of O	
PW.Fees.08	Sewer connection fees shall be paid in accordance with the fee schedule in effect at that time.	Prior to Building Final/C of O	
PW.Fees.09	Traffic Impact fees shall be paid in accordance with the fee schedule in effect at that time.	Prior to Building Final/C of O	

**** END****

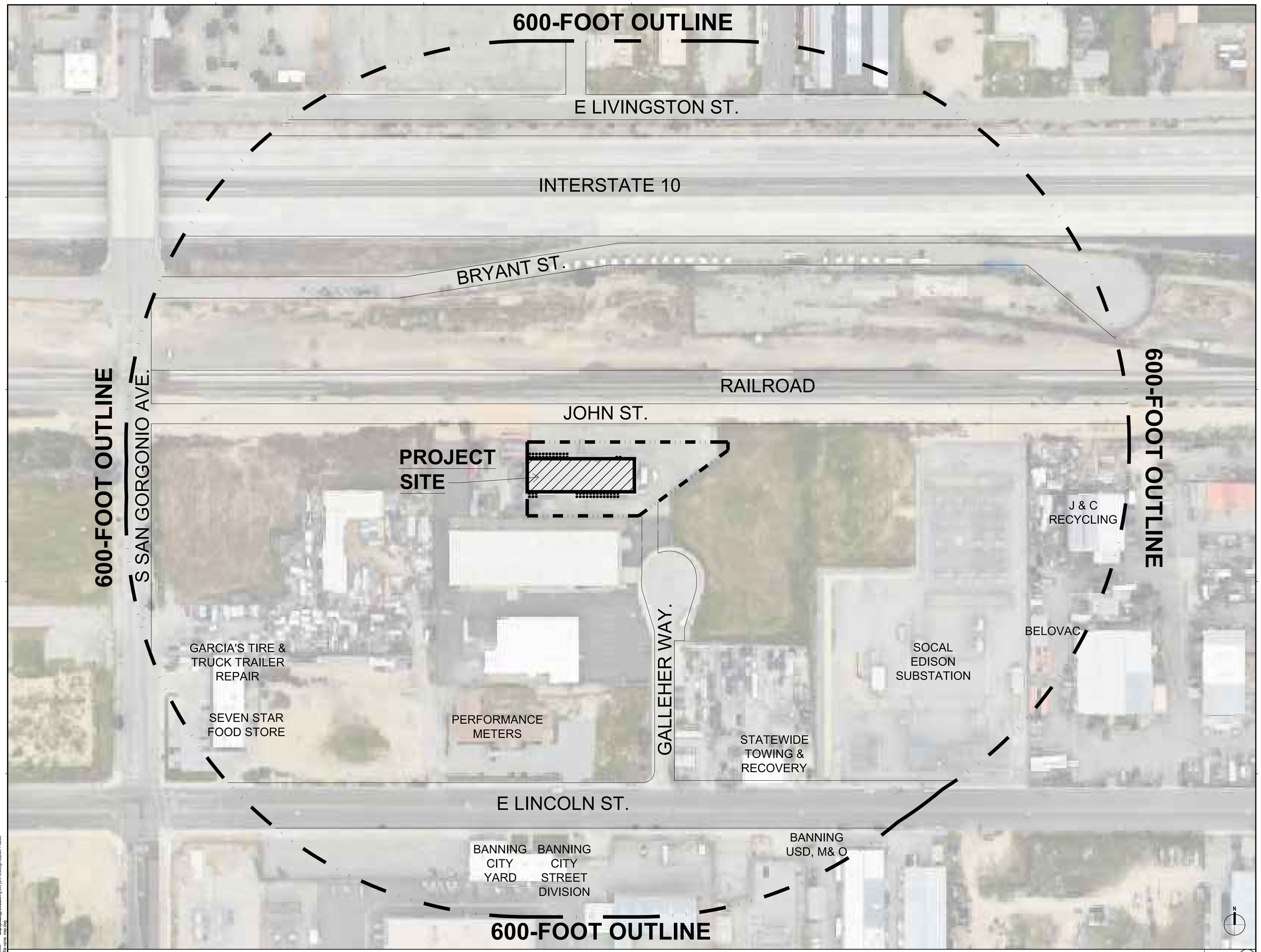
BANNING
CALIFORNIA
AERIAL MAP
PROJECT NUMBER: PLN 24-0107
APN: 541-220-006
ADDRESS: 200 JOHN STREET
ZONE: INDUSTRIAL (i)
N
W
E
S
0
100
200
300
400
Feet
City of BANNING
INCORPORATED 1913
ENDLESS OPPORTUNITY
SAN GORGONIO AVE
UNION PACIFIC RAILROAD
UNION PACIFIC RAILROAD
JOHN ST
SAN GORGONIO AVE
PROJECT LOCATION
GALLEHER WAY
LINCOLN ST
SH-243
County of San Bernardino, Maxar


BANNING
CALIFORNIA
VICINITY MAP
PROJECT NUMBER: PLN 24-0107
APN: 541-220-006
ADDRESS: 200 JOHN STREET
ZONE: INDUSTRIAL (I)
N
W
E
S
0
100
200
300
400
Feet
INCORPORATED 1913
City of BANNING
ENDLESS OPPORTUNITY
FIRST ST
SAN GO
LIVINGSTON ST
UNION PACIFIC RAILROAD
JOHN ST
SAN GORGONIO AVE
GALLEHER WAY
PROJECT LOCATION
SH-243
LINCOLN ST
County of San Bernardino, Max


BANNING
CALIFORNIA
GENERAL PLAN/ZONING MAP
PROJECT NUMBER: PLN 24-0107
APN: 541-220-006
ADDRESS: 200 JOHN STREET
ZONE: INDUSTRIAL (I)
N
W
E
S
0
50
100
150
200
Feet
INCORPORATED 1913
City of
BANNING
ENDLESS OPPORTUNITY
ION PACIFIC RAILROAD
UNION PACIFIC RAILROAD
541-220-006
Industrial
PROJECT LOCATION
Industrial
Industrial
County of San Bernardino, Maxar, Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, (c)
OpenStreetMap contributors, and the GIS User Commun

BANNING
CALIFORNIA
N
W
E
S
0 200 400 600
Feet
CANNABIS CULTIVATION &
MANUFACTURING LOCATIONS
INCORPORATED 1913
City of
BANNING
ENDLESS OPPORTUNITY
07/30/2025
200 John St
313 S Gallaher Way
195 E Lincoln St.
700 S Hathaway St.
820 S Hathaway St.
Legend
Cannabis Type
Cultivation
Manufacturing
600 FT Buffer
County of San Bernardino, Max

BANNING
CALIFORNIA
CANNABIS RETAIL, CULTIVATION & MANUFACTURING LOCATIONS
City of BANNING
INCORPORATED 1913
ENDLESS OPPORTUNITY
07/30/2025
0 200 400 600
Feet
2372 W Ramsey St.
1474 W Ramsey St.
1034 W Ramsey St.
Proposed
200 John St
313 S Gallaher Way
195 E Lincoln St.
700 S Hathaway St.
820 S Hathaway St.
Banning
Repplier Park
Lions Park
Banning High School
W Wilson St
E Wilson St
W George St
E George St
W Nicolet St
E Nicolet St
W Williams St
E Williams St
E Ramsey St
Bryant St
John St
W Lincoln St
E Lincoln St
W Barbour St
E Barbour St
W Westward Ave
Charles St
Wesley St
Adam St
Bryan St
E Porter St
N 20th St
N 16th St
N 14th St
N 12th St
N 6th St
N 5th St
N 3rd St
N 2nd St
N Cherry St
N Allen St
N Evans St
N Hathaway St
S 8th St
S 12th St
S Florida St
S Hathaway St
Lovell St
Sunrise Ave
Montgomery Creek
Water Canal
Legend
Cannabis Type
Cultivation
Manufacturing
Retail
Operational
County of San Bernardino, Maxar, Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, (c) OpenStreetMap contributors, and the GIS User Commun
470



600' RADIUS MAP (NEIGHBORHOOD CONTEXT MAP) 1"=50'-0" 1

HESTIA ATELIER
3 PETERS CANYON RD STE 110
IRVINE, CA. 92606

Seal

LICENSED ARCHITECT
C-34970
REN. 09/30/25
STATE OF CALIFORNIA

Consultant

200 JOHN ST.
BANNING, CA 92220

600' RADIUS MAP
(NEIGHBORHOOD CONTEXT MAP)

CUP Number:
Plan Check Number:

2024-07-31		1ST CUP SUBMITTAL
2024-10-22		DCC SUBMITTAL
2025-05-06	A	CUP CORRECTIONS
2025-07-30	B	CUP CORRECTIONS

SHEET
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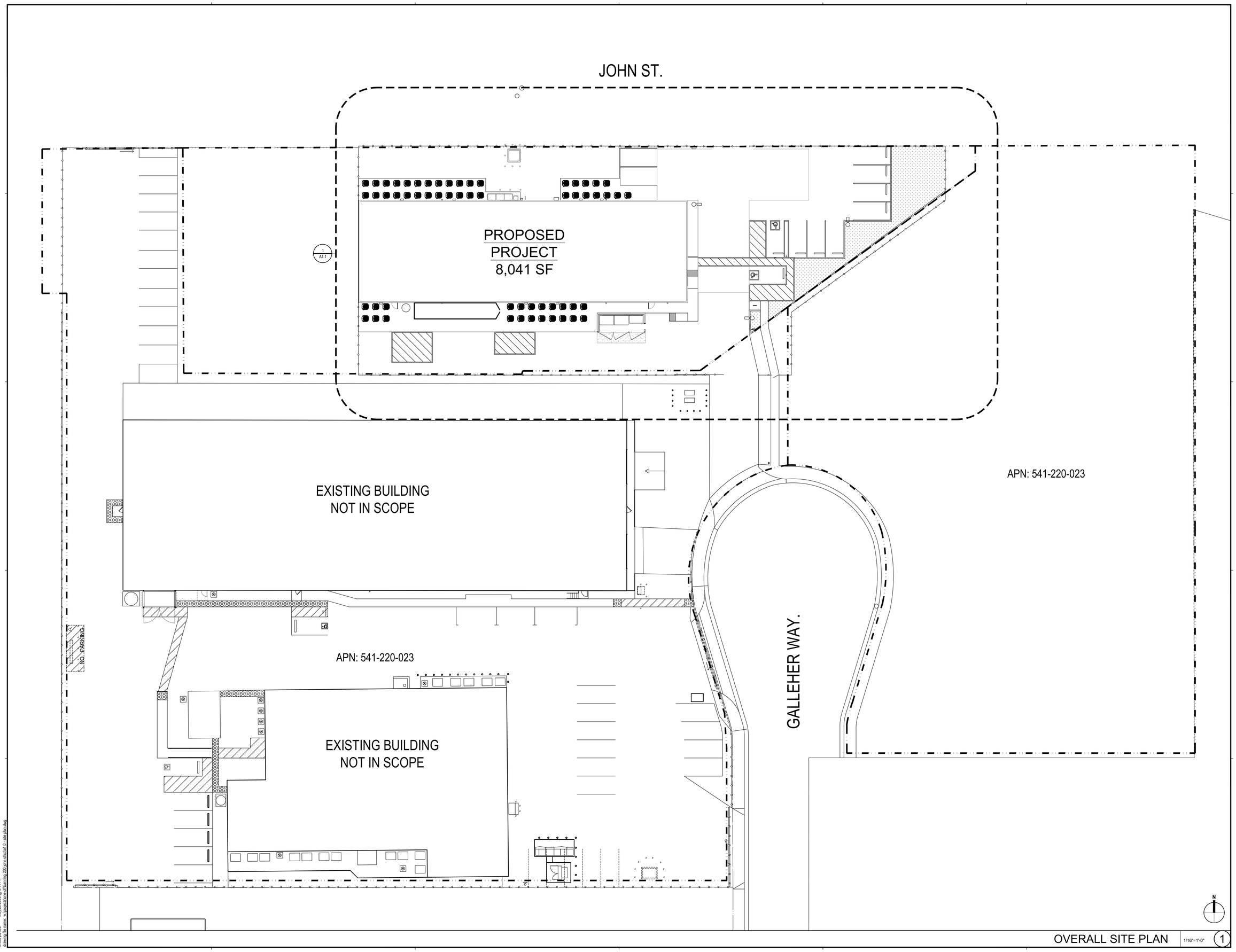

OVERALL SITE PLAN 1/16"=1'-0" 1

HESTIA ATELIER
3 PETERS CANYON RD STE 110
IRVINE, CA. 92606

Seal

LICENSED ARCHITECT
C-34970
REN. 09/30/25
STATE OF CALIFORNIA

Consultant

FLOWER DEPT. LLC
200 JOHN ST.
BANNING, CA 92220

OVERALL SITE PLAN

CUP Number:
Plan Check Number:

2024-09-01		1ST PC SUBMITTAL
2025-05-20		SITE PLAN PREPARATION CHECKLIST
2025-01-31	A	PC CORRECTIONS
2025-05-15	B	PC CORRECTIONS

SHEET

A1.0

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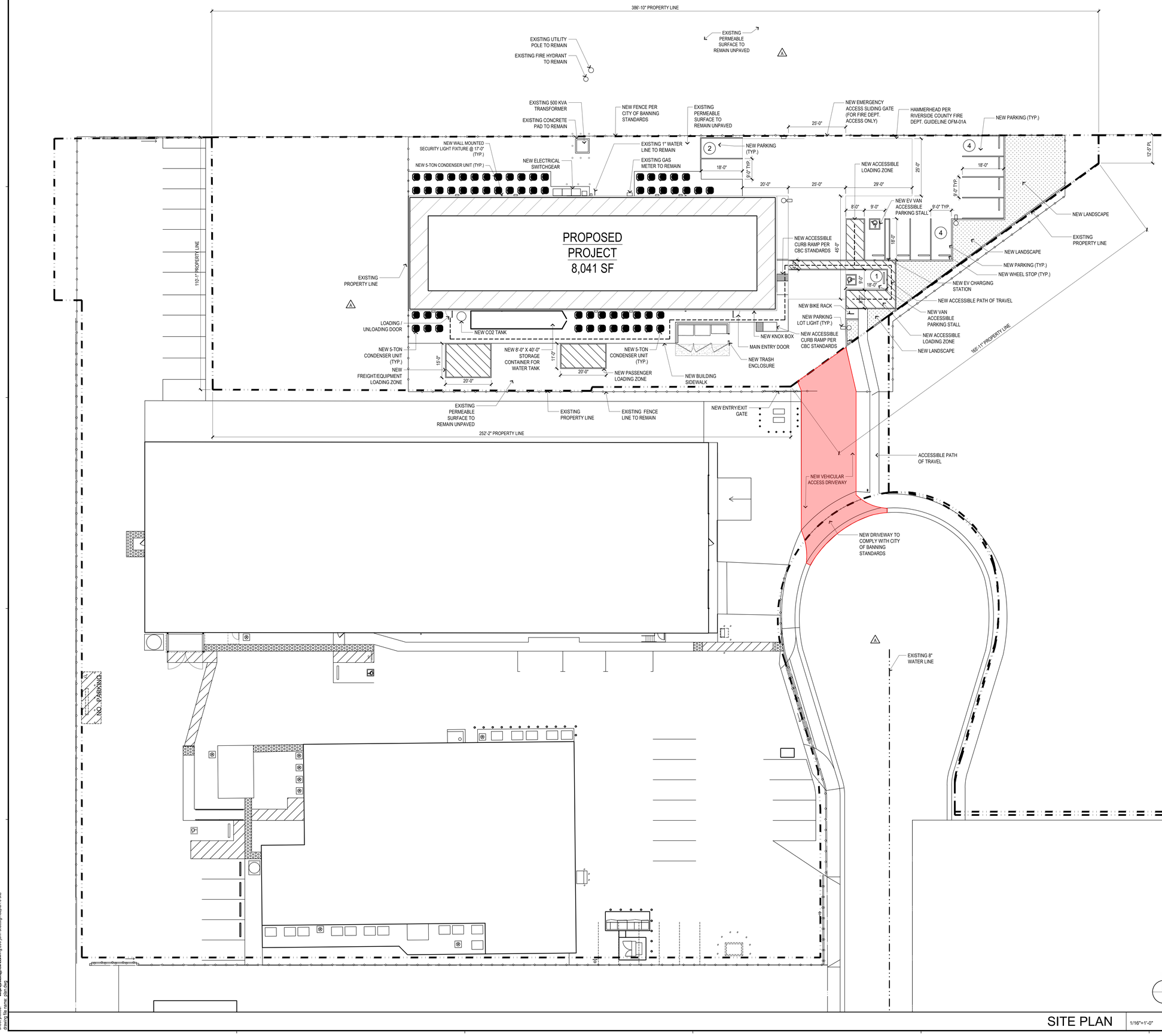


PROJECT INFORMATION

ADDRESS:	200 JOHN ST. BANNING, CA 92220
APN:	541-220-006
ZONING:	INDUSTRIAL
CONSTRUCTION TYPE:	TYPE V-B
BUILDING SF:	8,041-SF
TOTAL LOT SF:	26,576 S.F.
BUILDING COVERAGE:	32% EXISTING COVERAGE
OCCUPANCY GROUP:	(F-1) INDUSTRIAL
OCCUPANCY LOAD:	27 OCCUPANTS
LOT SIZE:	26,576 SF
LOT WIDTH:	386'-10" (70'-0" MIN)
LOT DEPTH:	110'-1" (100'-0" MIN)
SETBACKS:	FRONT: 10'-0" SIDE: 0'-0" REAR: 0'-0" STREET SIDE: 10'-0"
BUILDING COVERAGE:	32% (60% MAX)
AREA TO BE DEVELOPED:	23,872 SF
BUILDING HEIGHT:	1 STORY, 25'-0"
PERIMETER WALL HEIGHT:	6'-0" (ALL SIDES)
TRASH ENCLOSURE:	6'-0" (SCREENED)

LEGEND

NEW LANDSCAPE

EXTENT OF THE NEW EASEMENT FOR ACCESS, UTILITIES AND DRAINAGE

NOTES

1. NO SEED PRODUCTION TO TAKE PLACE AT SITE.
2. NO WATER CROSSINGS AT SITE.
3. NO PRIVATE ROADS AT PROJECT SITE. ONLY PUBLIC ROADS SHOWN.
4. UNCOVERED STORAGE OF EQUIPMENT AND MATERIALS OUTDOORS IS PROHIBITED.
5. RESTRICTED ACCESS FROM NORTH SIDE OF PROPERTY. FOR FIRE DEPT. USE ONLY.
6. THE WATER SERVICE BEHIND THE EXISTING METER AND SEWER LATERAL ARE PRIVATE FACILITIES OWNED AND MAINTAINED BY THE PRIVATE PROPERTY OWNER.

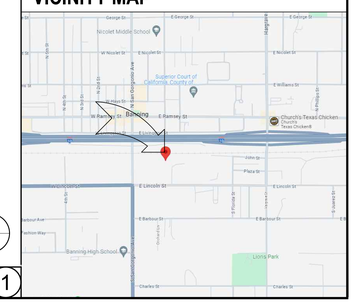
DEFERRED/SEPARATE SUBMITTALS

- SIGNAGE
- FIRE SPRINKLER
- CO2 ENRICHMENT
- ALARM/WATER FLOW MONITORING
- HAZARDOUS MATERIAL INVENTORY STATEMENT

***NOTE:**

1. ALL DEFERRED SUBMITTAL ITEMS MUST BE SUBMITTED FOR PLAN REVIEW AND APPROVAL BEFORE INSTALLATION.
2. DEFERRED SUBMITTALS SHALL BE REVIEWED BY ARCHITECT OR ENGINEER OF RECORD PRIOR TO SUBMITTAL TO THE BUILDING OFFICIAL.
3. HAZARDOUS MATERIAL DOCUMENTS FOR REFERENCE ONLY.

VICINITY MAP



SITE PLAN 1/16"=1'-0" (1)

HESTIA ATELIER
3 PETERS CANYON RD STE 110
IRVINE, CA. 92606
Seal
LICENSED ARCHITECT
C-34970
REN. 09/30/25
STATE OF CALIFORNIA
Consultant

200 JOHN ST.
BANNING, CA 92220

SITE PLAN

CUP Number:
Plan Check Number:

2024-07-31		1ST CUP SUBMITTAL
2024-10-22		DCC SUBMITTAL
2025-05-06	A	CUP CORRECTIONS
2025-07-30	B	CUP CORRECTIONS

SHEET
A1.0

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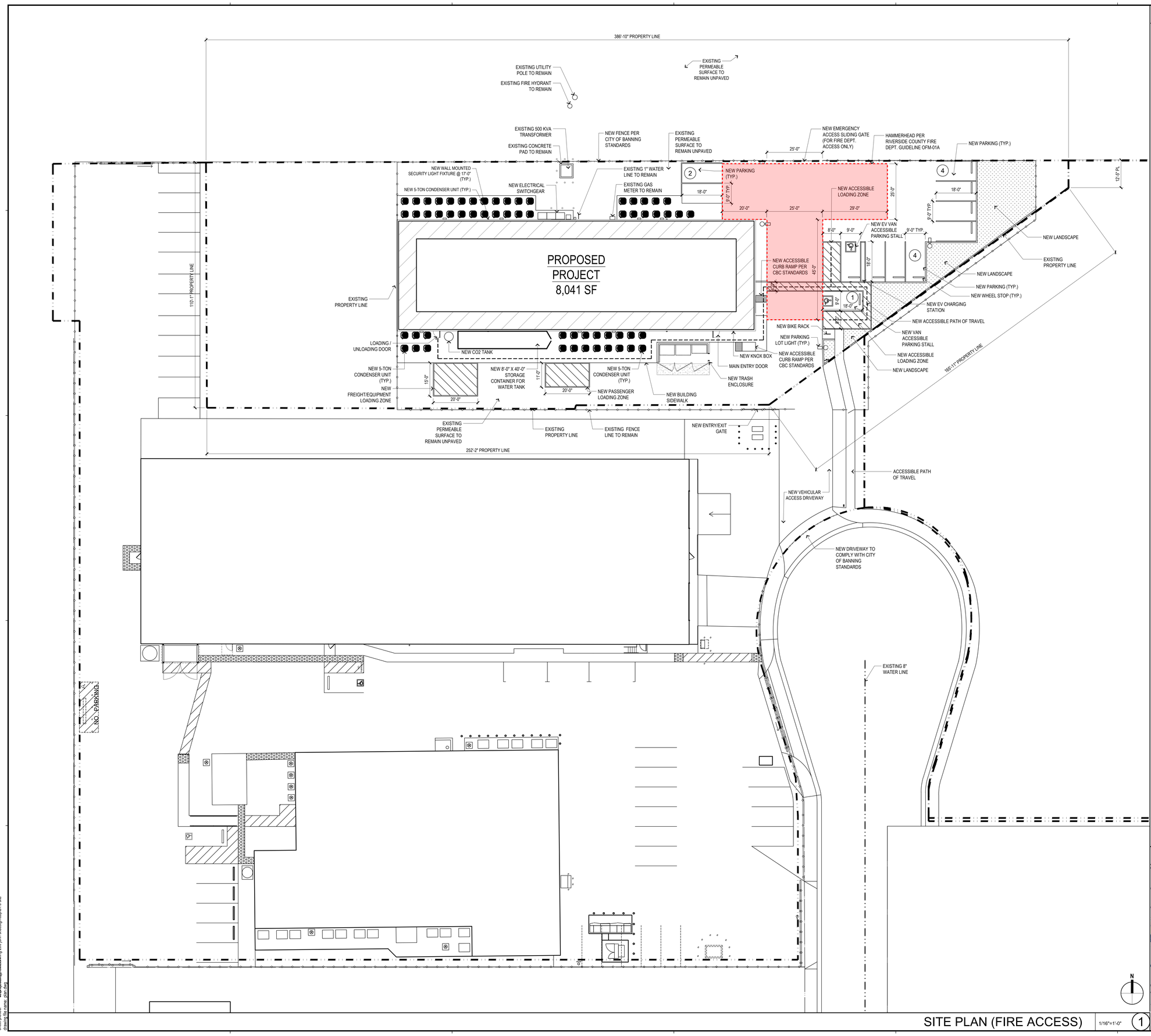
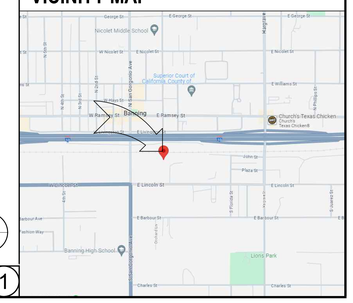


SITE PLAN (FIRE ACCESS) 1/16"=1'-0" (1)

LEGEND

- NEW LANDSCAPE
- FIRE DEPARTMENT ACCESS

VICINITY MAP



HESTIA ATELIER
3 PETERS CANYON RD STE 110
IRVINE, CA. 92606

Seal

LICENSED ARCHITECT
C-34970
REN. 09/30/25
STATE OF CALIFORNIA

Consultant

200 JOHN ST.
BANNING, CA 92220

SITE PLAN (FIRE ACCESS)

CUP Number:
Plan Check Number:

2024-07-31	1ST CUP SUBMITTAL
2024-10-22	DCC SUBMITTAL
2025-05-06	1 CUP CORRECTIONS
2025-07-30	2 CUP CORRECTIONS

SHEET
A1.1

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JOHN ST.

PROPOSED
PROJECT
8,041 SF

EXISTING BUILDING
NOT IN SCOPE

GALLEHER WAY.

SITE PLAN 1"=10'-0" (1)

PROJECT INFORMATION

ADDRESS:	200 JOHN ST. BANNING, CA 92220
APN:	541-220-006
ZONING:	INDUSTRIAL
CONSTRUCTION TYPE:	TYPE V-B
BUILDING SF:	8,041-SF
TOTAL LOT SF:	26,576 S.F.
BUILDING COVERAGE:	32% EXISTING COVERAGE
OCCUPANCY GROUP:	(F-1) INDUSTRIAL
OCCUPANCY LOAD:	27 OCCUPANTS

PARKING TABULATION:

TOTAL:	8,041 REQUIRED SPACES (1 SPACE PER 1,000 SF OF GROSS FLOOR AREA) 11 PROVIDED SPACES
PARKING AREA:	6,570 SF

HANDICAP PARKING

TOTAL:	1 REQUIRED 2 PROVIDED

LANDSCAPE

TOTAL AREA:	1,508 SF

LEGEND

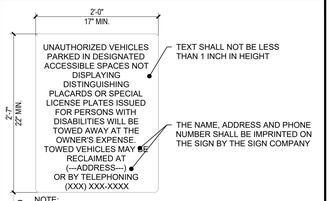
NEW LANDSCAPE

5% MAX SLOPE IN DIRECTION OF TRAVEL & 2% MAX CROSS SLOPE

KEYNOTES

1 EXISTING PROPERTY LINE
2 NOT USED
3 NEW LANDSCAPE
4 EXISTING WATER LINE TO REMAIN
5 NEW 1200A SWITCHGEAR TO REPLACE EXISTING SWITCHGEAR. REFER TO ELECTRICAL
6 NEW CONCRETE PAD FOR NEW 5-TON CONDENSER UNITS AND NEW ELECTRICAL SWITCHGEAR
7 EXISTING GAS METER TO REMAIN
8 NEW SLIDING GATE @ 6'-0" AFF
9 EXISTING FENCE LINE TO REMAIN
10 EXISTING FIRE HYDRANT TO REMAIN
11 EXISTING POWER POLE TO REMAIN
12 EXISTING LOT TO BE REPAVED
13 NEW VAN ACCESSIBLE PARKING STALL
14 NEW EV VAN ACCESSIBLE PARKING STALL
15 NEW ACCESSIBLE LOADING ZONE
16 NEW PARKING
17 NEW WHEEL STOP
18 NEW BUILDING SIDEWALK. 2% MAX SLOPE IN ANY DIRECTION
19 NEW ACCESSIBLE RAMP PER CBC STANDARDS
20 NEW 5-TON CONDENSER UNIT
21 NEW 8'-0" X 40'-0" STORAGE CONTAINER FOR WATER TANK
22 NEW CO2 TANK
23 NEW VEHICULAR ACCESS DRIVEWAY
24 NEW ACCESSIBLE PATH OF TRAVEL. 5% MAX SLOPE IN DIRECTION OF TRAVEL. 2% MAX CROSS SLOPE.
25 NEW WALL MOUNTED SECURITY LIGHT FIXTURE @ 17'-0" H
MFR / MODEL: TCP / WP12000150PC
26 NEW PARKING LOT LIGHT
MFR / MODEL: LITHONIA LIGHTING / D-SERIES AREA SIZE 0 (DSX0)
27 NEW DRIVEWAY TO COMPLY WITH CITY OF BANNING STANDARDS
28 EXISTING SURFACE TO REMAIN UNCHANGED
29 NEW VAN ACCESSIBLE PARKING SIGNAGE
30 NEW EV CHARGING STATION. REFER TO ELECTRICAL
31 NEW ACCESSIBLE MAN GATE
32 NEW ACCESSIBLE PATH OF TRAVEL SIGN
33 NEW TOW-AWAY SIGN
34 RIVERSIDE COUNTY FIRE DEPARTMENT APPROVED TYPE KNOX BOX TO BE LOCATED AT 6 FEET FROM GROUND
35 NEW BIKE RACK TO BE INSTALLED PER CITY GUIDELINES.
VENDOR: PARK.WAREHOUSE. SKU:900bv100-2
COLOR: BLACK. MOUNTING OPTION: SURFACE MOUNT
36 NEW ACCESSIBLE LANDING PER CBC STANDARDS
37 HAMMERHEAD PER RIVERSIDE COUNTY FIRE DEPT. GUIDELINE OFM-01A
38 NEW AUTOMATIC ROLLING GATE @ 6'-0" AFF FOR FIRE TRUCK ACCESS
39 NEW TRASH ENCLOSURE PER CITY OF BANNING DESIGN STANDARDS. REFER TO 1/A1.2 FOR DIMENSIONS
40 NEW FREIGHT/EQUIPMENT LOADING ZONE PER CITY REQUIREMENTS
41 NEW PASSENGER LOADING ZONE PER CITY REQUIREMENTS
42 NEW AUTOMATIC GATE MOTOR. PROVIDE POWER. REFER TO ELECTRICAL PLANS
43 NEW WROUGHT IRON FENCE @ 6'-0" AFF PER CITY OF BANNING STANDARDS
44 NEW PROPOSED BUILDING SIGNAGE

TOW-AWAY SIGNAGE



NOTE:
1. CONTRACTOR SHALL VERIFY THE ADDRESS AND PHONE NUMBER INDICATED ON SIGN PRIOR TO THE PRINTING OF SIGNS.
2. THE ADDRESS AND PHONE NUMBER SHALL BE IMPRINTED ON THE SIGN BY THE SIGN COMPANY.
3. THIS SIGN SHALL BE PLACED AT THE ENTRANCE TO OFF-STREET PARKING FACILITIES.

HESTIA ATELIER
3 PETERS CANYON RD STE 110
IRVINE, CA. 92606

Seal

LICENSED ARCHITECT
C-34970
REN. 09/30/25
STATE OF CALIFORNIA

Consultant

FLOWER DEPT. LLC
200 JOHN ST.
BANNING, CA 92220

SITE PLAN

CUP Number:
Plan Check Number:

2024-09-01		1ST PC SUBMITTAL
2025-05-20		SITE PLAN PREPARATION CHECKLIST
2025-01-31	A	PC CORRECTIONS
2025-05-15	B	PC CORRECTIONS

SHEET
A1.1

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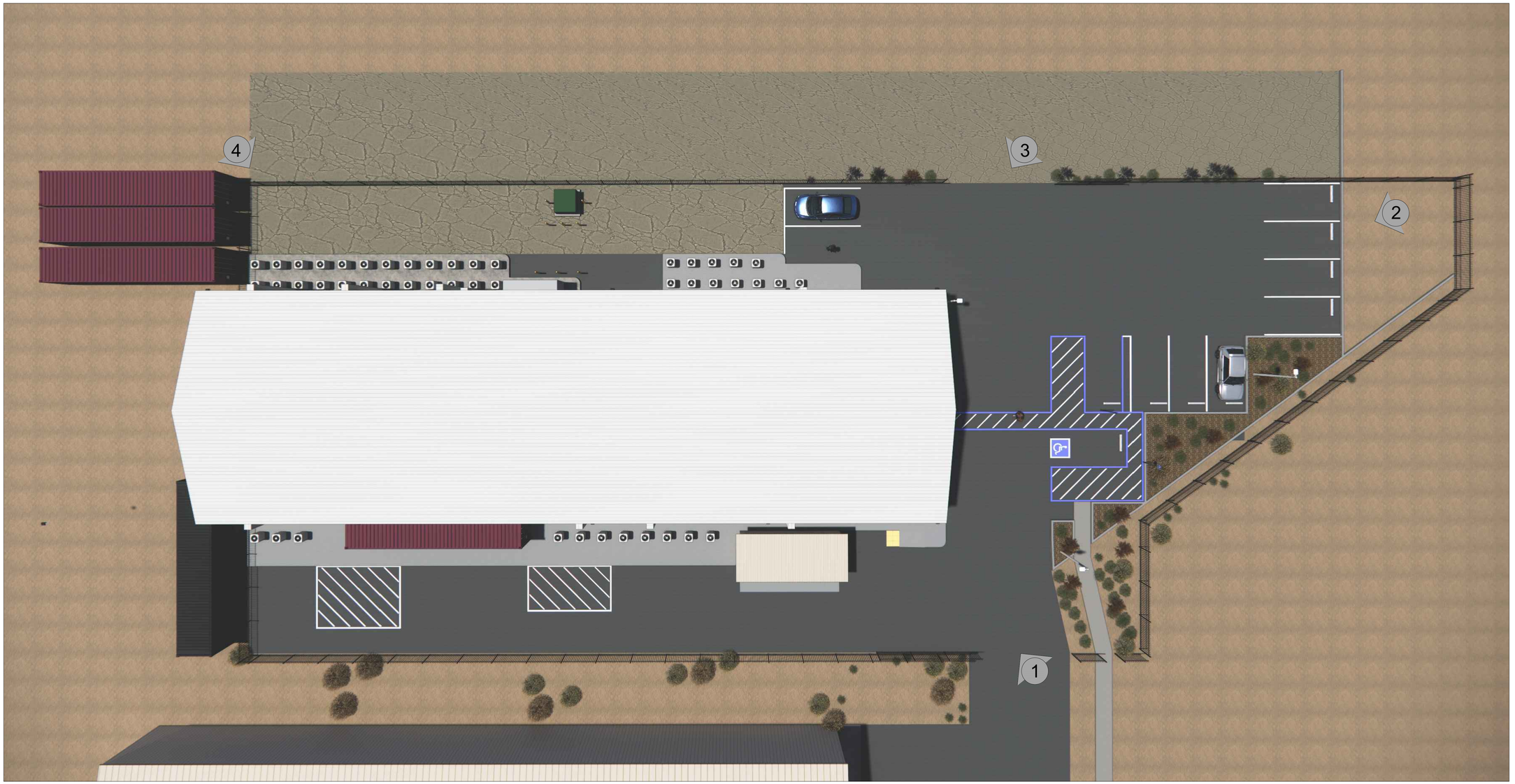
BUILDING PAINT COLORS

SHERWIN WILLIAMS
"EXTRA WHITE"
SW7006

SHERWIN WILLIAMS
"IRISH CREAM"
SW7537



EXTERIOR RENDERING KEY PLAN NTS 1

DESIGN / ARCHITECTURE
HESTIA ATELIER
3 PETERS CANYOND RD.
SUITE 110
IRVINE, CA. 92606

Seal

LICENSED ARCHITECT
KIDENORI IWAGAMI
C-34970
REN. 09/30/25
STATE OF CALIFORNIA

Consultant

FLOWER DEPT. LLC
200 JOHN ST
BANNING, CA 92220

EXTERIOR RENDERINGS
KEY PLAN

CUP NUMBER:
Plan Check Number:

SHEET
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NORTH- WEST NTS 4

EAST NTS 2

NORTH-EAST NTS 3

SOUTH-EAST NTS 1

HESTIA ATELIER
DESIGN | ARCHITECTURE
3 PETERS CANYOND RD.
SUITE 110
IRVINE, CA. 92606

Seal

LICENSED ARCHITECT
HIDENORI IWAGAMI
C-34970
REN. 09/30/25
STATE OF CALIFORNIA

Consultant

FLOWER DEPT. LLC
200 JOHN ST
BANNING, CA 92220

EXTERIOR RENDERINGS (DAY)

CUP NUMBER:
Plan Check Number:

SHEET

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NORTH- WEST NTS 4

EAST NTS 2

NORTH-EAST NTS 3

SOUTH-EAST NTS 1

HESTIA ATELIER
DESIGN / ARCHITECTURE
3 PETERS CANYOND RD.
SUITE 110
IRVINE, CA. 92606

Seal

LICENSED ARCHITECT
HIDENORI IWAGAMI
C-34970
REN. 09/30/25
STATE OF CALIFORNIA

Consultant

FLOWER DEPT. LLC
200 JOHN ST
BANNING, CA 92220

EXTERIOR RENDERINGS (NIGHT)

CUP NUMBER:
Plan Check Number:

SHEET

A4.2

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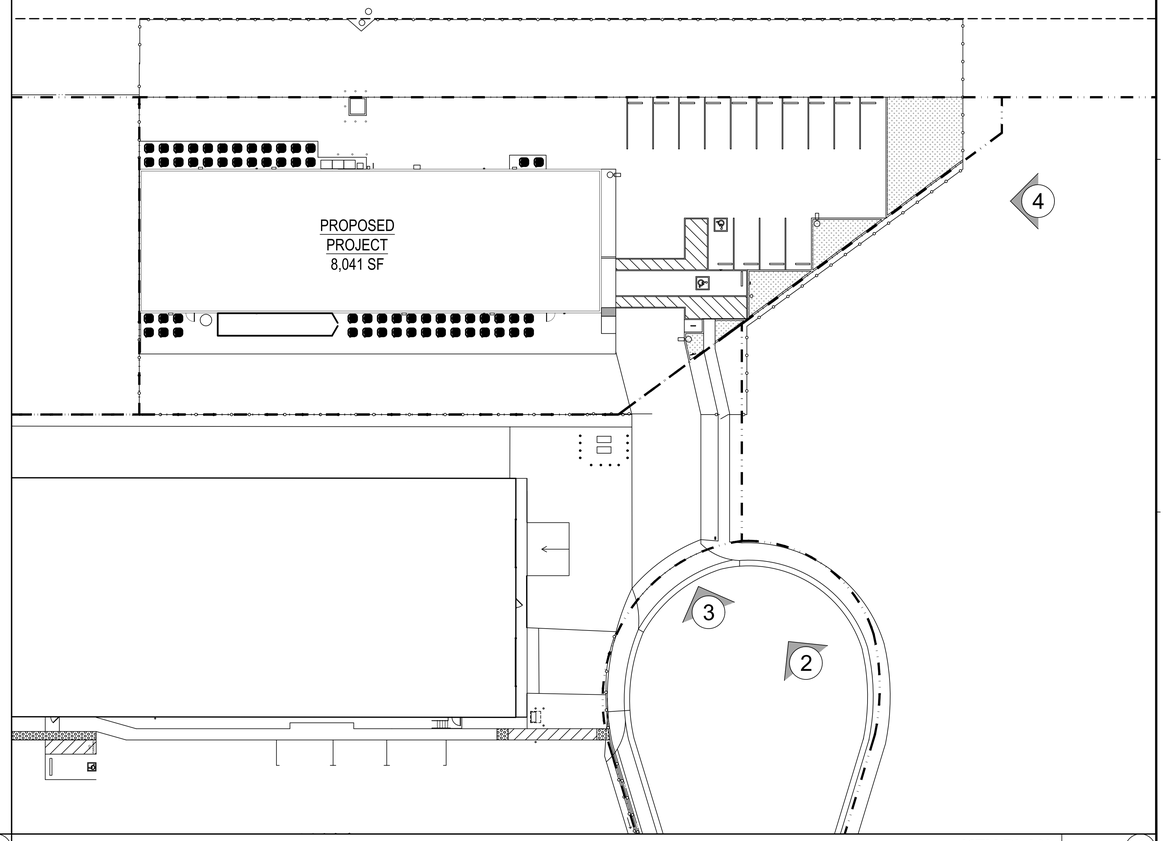
drawing file name: - exterior renderings.dwg

EXTERIOR RENDERING NTS 4

EXTERIOR RENDERING NTS 2

EXTERIOR RENDERING NTS 3



KEY PLAN 1/32"=1'-0" 1

HESTIA ATELIER
3 PETERS CANYON RD STE 110
IRVINE, CA. 92606

Seal

LICENSED ARCHITECT
C-34970
REN. 09/30/25
STATE OF CALIFORNIA

Consultant

200 JOHN ST.
BANNING, CA 92220

EXTERIOR RENDERINGS
(EASEMENT)

CUP Number:
Plan Check Number:

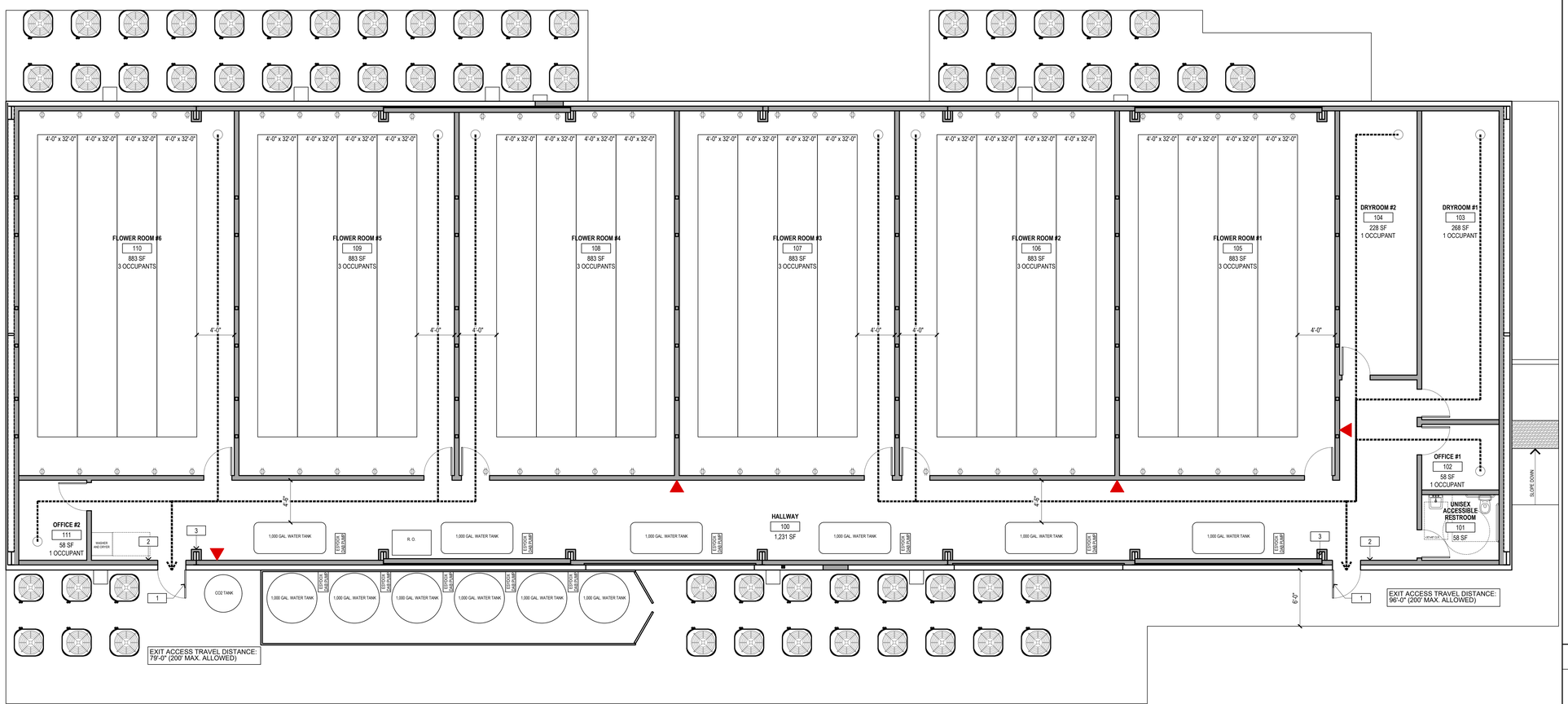
2024-07-31		1ST CUP SUBMITTAL
2024-10-22		DCC SUBMITTAL
2025-05-06	A	CUP CORRECTIONS
2025-07-30	B	CUP CORRECTIONS

SHEET
B
A4.3

dwg last saved: Jul/31/2025 11:08 AM by: admin
sheet plotted: 200 john st/designlate design\a4.0
drawing file name: - exterior renderings.dwg

EGRESS NOTES

1. ALL REQUIRED EXIT DOORS SHALL HAVE ILLUMINATED EXIT SIGN & PANIC HARDWARE.
2. A SIGN SHALL BE ABOVE THE PRIMARILY ENTRANCE INDICATING "THIS DOOR TO REMAIN UNLOCKED WHEN BUILDING IS OCCUPIED" CBC 1010.1.9.4
3. THE LOCKING DEVICE IS READY DISTINGUISHABLE AS LOCKED OR UNLOCKED
4. ALL EXITS ARE OPERABLE FROM INSIDE WITHOUT USE OF A KEY OR SPECIAL KNOWLEDGE.
5. THE USE OF THE KEY-OPERATED LOCKING DEVICE IS REVOCABLE BY THE BUILDING OFFICIAL FOR DUE CAUSE.
6. FLOOR LANDING NOT MORE THAN 1/2" AT DISABLED ACCESS IS REQUIRED. BELOW THE THRESHOLD IS REQUIRED ON EACH SIDE OF AN EXIT DOOR.
7. THE FORCE FOR PUSHING OR PULLING OPEN INTERIOR SWINGING EGRESS DOOR SHALL NOT EXCEED 5 POUNDS.
8. EXCEPT AS SPECIFICALLY PERMITTED BY SECTION 1010.2, EGRESS DOORS SHALL BE READILY OPENABLE FROM THE EGRESS SIDE WITHOUT THE USE OF A KEY OR SPECIAL KNOWLEDGE OR EFFORT.
9. SENSOR RELEASE OF ELECTRONIC LOCKING SYSTEMS SHALL BE PERMITTED ON DOORS LOCATED IN THE MEANS OF EGRESS IN ANY OCCUPANCY EXCEPT GROUP H WHERE INSTALLED AND OPERATED IN ACCORDANCE WITH ALL OF THE FOLLOWING CRITERIA:
   - A. THE SENSOR SHALL BE INSTALLED ON THE EGRESS SIDE, ARRANGED TO DETECT AN OCCUPANT APPROACHING THE DOORS, AND SHALL CAUSE THE ELECTRONIC LOCKING SYSTEM TO UNLOCK.
   - B. THE ELECTRIC LOCKS SHALL BE ARRANGED TO UNLOCK BY A SIGNAL FROM OR LOSS OF POWER TO THE SENSOR.
   - C. THE LOSS OF POWER TO THE LOCK OR LOCKING SYSTEM SHALL AUTOMATICALLY UNLOCK THE ELECTRIC LOCKS.
   - D. THE DOORS SHALL BE ARRANGED TO UNLOCK FROM A MANUAL UNLOCKING DEVICE LOCATED 40 INCHES TO 48 INCHES (1016 MM TO 1219 MM) VERTICALLY ABOVE THE FLOOR AND WITHIN 5 FEET (1524 MM) OF THE SECURED DOORS. READY ACCESS SHALL BE PROVIDED TO THE MANUAL UNLOCKING DEVICE AND THE DEVICE SHALL BE CLEARLY IDENTIFIED BY A SIGN THAT READS "PUSH TO EXIT." WHEN OPERATED, THE MANUAL UNLOCKING DEVICE SHALL RESULT IN DIRECT INTERRUPTION OF POWER TO THE ELECTRIC LOCK—INDEPENDENT OF OTHER ELECTRONICS—AND THE ELECTRIC LOCK SHALL REMAIN UNLOCKED FOR NOT LESS THAN 30 SECONDS.
   - E. ACTIVATION OF THE BUILDING FIRE ALARM SYSTEM, WHERE PROVIDED, SHALL AUTOMATICALLY UNLOCK THE ELECTRIC LOCK, AND THE ELECTRIC LOCK SHALL REMAIN UNLOCKED UNTIL THE FIRE ALARM SYSTEM HAS BEEN RESET.
   - F. ACTIVATION OF THE BUILDING AUTOMATIC SPRINKLER SYSTEM OR FIRE DETECTION SYSTEM, WHERE PROVIDED, SHALL AUTOMATICALLY UNLOCK THE ELECTRIC LOCK. THE ELECTRIC LOCK SHALL REMAIN UNLOCKED UNTIL THE FIRE ALARM HAS BEEN RESET.
   - G. EMERGENCY LIGHTING SHALL BE PROVIDED ON THE EGRESS SIDE OF THE DOOR.
   - H. THE DOOR LOCKING SYSTEM UNITS SHALL BE LISTED IN ACCORDANCE WITH UL 294.



GENERAL NOTES

1. THE MEANS SERVING ANY OCCUPIED PORTION OF THE BUILDING SHALL BE ILLUMINATED TO AN INTENSITY OF NOT LESS THAN (1) FOOT CANDLE AT THE FLOOR LEVEL. IN THE EVENT OF POWER FAILURE, AUTOMATIC ILLUMINATION SHALL BE PROVIDED BY A BATTERY BACK-UP SYSTEM.
2. THE MEANS OF EGRESS SERVING ANY OCCUPIED PORTION OF THE BUILDING SHALL BE ILLUMINATED TO AN INTENSITY OF THE LESS THAN (1) FOOT CANDLE AT THE FLOOR LEVEL. IN THE EVENT OF POWER FAILURE, AUTOMATIC ILLUMINATION SHALL BE PROVIDED BY A BATTERY BACK-UP SYSTEM.
3. PENETRATION OF FIRE-RESISTANCE RATED CONSTRUCTION MUST COMPLY WITH CBC 712.
4. KNOX BOX SHALL BE INSTALLED ON THE OUTSIDE OF THE BUILDING 5'- 6" ABOVE GRADE PER FIRE DEPARTMENT REQUIREMENTS.
5. KNOX BOX SHALL BE CLEARLY TAGGED ONTO THE AREA AND/ OR LOCATION THEY SERVE. SAID KEY BOX SHALL BE PURCHASED FROM THE KNOX COMPANY 1601 W. DEER VALLEY ROAD, PHOENIX, AZ. 85027 (800) 522-5669:
   a) LOCKED POINTS OF INGRESS WHETHER INTERNALLY OR EXTERNALLY OF APPLICABLE BUILDINGS, STRUCTURES AND/ OR AREA.
   b) LOCKED ELECTRICAL, MECHANICAL AND/ OR OTHER SIMILAR ROOMS.
   c) LOCKED FIRE CONTROL ROOMS.
   d) ALL ELEVATOR CONTROL SYSTEMS, PANELS AND/ OR KEYED SWITCHED.
   e) ANY OTHER AREA ROOM EQUIPMENT AND/ OR SYSTEM AS DIRECTED BY THE FIRE CHIEF.
7. FIRE EXTINGUISHERS: A MINIMUM OF ONE 2A 10-B:C SHALL BE PROVIDED ON EACH FLOOR LEVEL, CONSPICUOUSLY LOCATED ALONG NORMAL PATH OF TRAVEL AND WITHIN 75 FEET TRAVEL DISTANCE (CCR, TITLE 19, DIVISION 1, CBC 567 (A) THROUGH (K)), BY FUTURE TENANT.
8. ALL EGRESS DOORS SHALL BE READILY OPENABLE FROM THE EGRESS SIDE WITHOUT THE USE OF A KEY OR SPECIAL KNOWLEDGE OR EFFORT.
9. PROVIDE A SIGN ON OR NEAR THE MAIN EXIT DOOR, READING "THIS DOOR TO REMAIN UNLOCKED WHEN THIS SPACE IS OCCUPIED".
10. THE EMERGENCY POWER SYSTEM SHALL PROVIDE POWER FOR A DURATION OF NOT LESS THAN 90 MINUTES AND SHALL CONSIST OF STORAGE BATTERIES, UNIT EQUIPMENT OR AN ON-SITE GENERATOR. THE INSTALLATION OF THE EMERGENCY POWER SYSTEM SHALL BE IN ACCORDANCE WITH SECTION 2702.
11. EMERGENCY LIGHTING FACILITIES SHALL BE ARRANGED TO PROVIDE INITIAL ILLUMINATION THAT IS AT LEAST AN AVERAGE OF 1-FOOT CANDLE (11 LUX) AND A MINIMUM AT ANY POINT OF 0.1 FOOT-CANDLE (1 LUX) MEASURED ALONG THE PATH OF EGRESS AT FLOOR LEVEL. ILLUMINATION LEVELS SHALL BE PERMITTED TO DECLINE TO 0.6 FOOT-CANDLE (6 LUX) AVERAGE AT THE END OF THE EMERGENCY LIGHTING TIME DURATION. A MAXIMUM-TO-MINIMUM ILLUMINATION UNIFORMITY RATIO OF 40 TO 1 SHALL NOT BE EXCEEDED.
12. THE MEANS OF EGRESS CIRCULATION PATH SHALL HAVE A SLIP-RESISTANT SURFACE AND BE SECURELY ATTACHED. CBC 1003.4
13. 1010.2.10 MONITORED OR RECORDED EGRESS. WHERE ELECTRICAL SYSTEMS THAT MONITOR OR RECORD EGRESS ACTIVITY ARE INCORPORATED, THE LOCKING SYSTEM SHALL COMPLY WITH SECTION 1010.2.11, 1010.2.12, 1010.2.13, 1010.2.14 OR 1010.2.15 OR SHALL BE READILY OPENABLE FROM THE EGRESS SIDE WITHOUT THE USE OF A KEY OR SPECIAL KNOWLEDGE OR EFFORT.
14. 1010.2.11 DOOR HARDWARE RELEASE OF ELECTRICALLY LOCKED EGRESS DOORS. DOOR HARDWARE RELEASE OF ELECTRIC LOCKING SYSTEMS SHALL BE PERMITTED ON DOORS IN THE MEANS OF EGRESS IN ANY OCCUPANCY EXCEPT GROUP H WHERE INSTALLED AND OPERATED IN ACCORDANCE WITH ALL OF THE FOLLOWING:
   - THE DOOR HARDWARE THAT IS AFFIXED TO THE DOOR LEAF HAS AN OBVIOUS METHOD OF OPERATION THAT IS READILY OPERATED UNDER ALL LIGHTING CONDITIONS.
   - THE DOOR HARDWARE IS CAPABLE OF BEING OPERATED WITH ONE HAND AND SHALL COMPLY WITH SECTION 1010.2.1.
   - OPERATION OF THE DOOR HARDWARE DIRECTLY INTERRUPTS THE POWER TO THE ELECTRIC LOCK AND UNLOCKS THE DOOR IMMEDIATELY.
   - LOSS OF POWER TO THE ELECTRIC LOCKING SYSTEM AUTOMATICALLY UNLOCKS THE DOOR.
   - WHERE PANIC OR FIRE EXIT HARDWARE IS REQUIRED BY SECTION 1010.2.9, OPERATION OF THE PANIC OR FIRE EXIT HARDWARE ALSO RELEASES THE ELECTRIC LOCK.
   - THE LOCKING SYSTEM UNITS SHALL BE LISTED IN ACCORDANCE WITH UL 294.
   - EXIT SIGNS SHALL BE ILLUMINATED AT ALL TIMES. (CBC 1013)
   - EXIT SIGNS SHALL BE CONNECTED TO AN EMERGENCY POWER SYSTEM THAT WILL PROVIDE AN ILLUMINATION OF NOT LESS THAN 90 MINUTES IN CASE OF PRIMARY POWER LOSS. THE EMERGENCY POWER SYSTEM SHALL PROVIDE POWER FOR A DURATION OF NOT LESS THAN 90 MINUTES AND SHALL CONSIST OF STORAGE BATTERIES, UNIT EQUIPMENT OR AN ON-SITE GENERATOR. THE INSTALLATION OF THE EMERGENCY POWER SYSTEM SHALL BE IN ACCORDANCE WITH CBC 2702. (CBC 1013.6.3)

KEYNOTES

1. THE EXIT DOOR TO BE EQUIPPED WITH PANIC HARDWARE AND MAGNETIC LOCKING DEVICE (UL294). MAGNETIC LOCKING DEVICE TO COMPLY WITH 2022 CBC 1010.2 AND 1010.2.12. REFER TO EGRESS NOTES
2. CARD READER AND EXIT BUTTON WITH MOTION SENSOR DETECTION DEVICE TO BE INSTALLED AND WORK WITH THE MAGNETIC LOCKING DEVICE. EXIT BUTTON TO BE LOCATED 40" TO 48" VERTICALLY ABOVE THE FLOOR AND WITHIN 5'-0" FROM THE SECURED DOOR
3. NEW TACTILE EXIT SIGN TO COMPLY WITH CBC 1013.4

LEGEND

- INTERIOR NON-STRUCTURAL WALL (DPS PANEL)
- EGRESS ACCESS
- FIRE EXTINGUISHER PER CFC STANDARDS

N

EGRESS PLAN 3/16"=1'-0" (1)

HESTIA ATELIER
3 PETERS CANYON RD STE 110
IRVINE, CA. 92606

Seal

LICENSED ARCHITECT
C- 34970
REN. 09/30/25
STATE OF CALIFORNIA

Consultant

FLOWER DEPT. LLC
200 JOHN ST.
BANNING, CA 92220

EGRESS PLAN

CUP Number:
Plan Check Number:

2024-09-01	1ST PC SUBMITTAL
2025-05-20	SITE PLAN PREPARATION CHECKLIST
2025-01-31 (1)	PC CORRECTIONS
2025-05-15 (2)	PC CORRECTIONS

SHEET
A2.1

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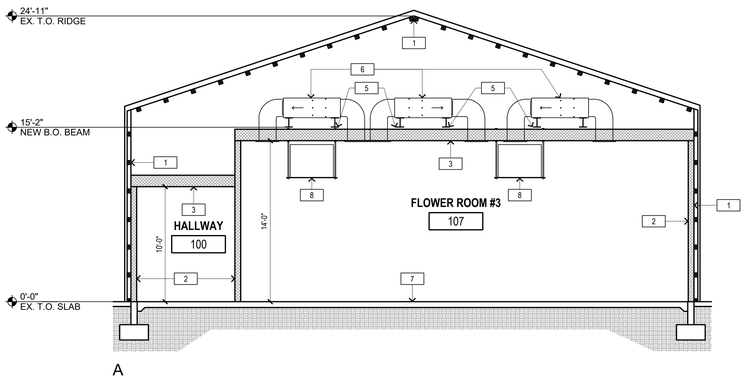
plotted by: cesar jaramillo



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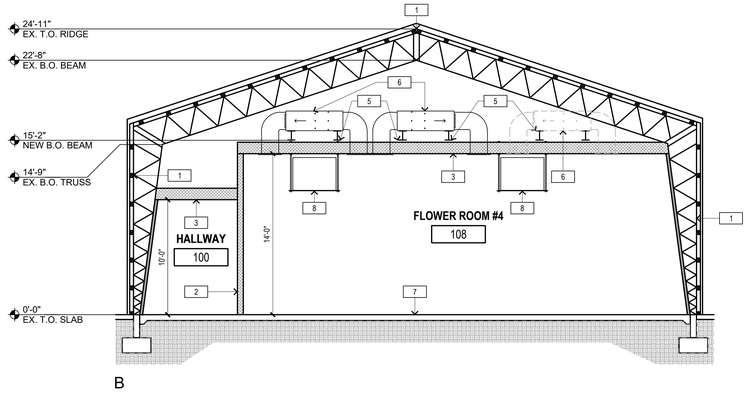
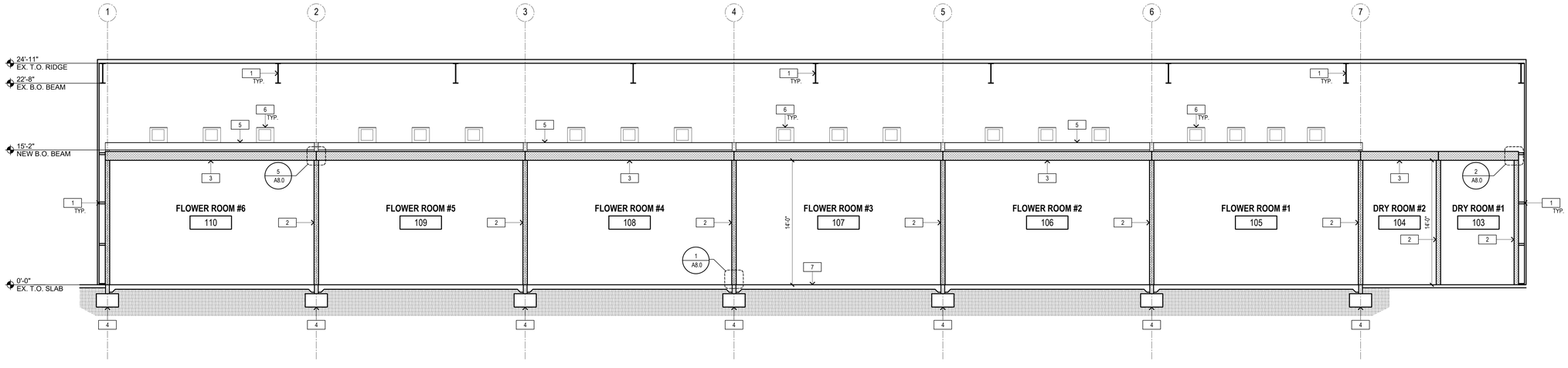


B

BUILDING SECTION 3/16"=1'-0" 2



BUILDING SECTION 3/16"=1'-0" 1

KEYNOTES

1. EXISTING BUILDING STRUCTURE TO REMAIN
2. NEW 6" DPS WALL PANEL. INSTALL PER MANUFACTURER'S SPECIFICATIONS
3. NEW 12" DPS CEILING PANEL. INSTALL PER MANUFACTURER'S SPECIFICATIONS
4. NEW FOOTING FOR NEW STEEL COLUMN. REFER TO STRUCTURAL
5. NEW BEAM ABOVE DPS CEILING TO SUPPORT NEW FANCOIL UNITS. REFER TO STRUCTURAL FOR CONNECTION TO STEEL COLUMN
6. NEW 5-TON FANCOIL UNIT ABOVE DPS PANEL CEILING SYSTEM. REFER TO MECHANICAL FOR SPECIFICATION
7. EXISTING CONCRETE SLAB TO REMAIN
8. NEW DEHUMIDIFIER TO BE HUNG FROM CEILING. REFER TO STRUCTURAL FOR ATTACHMENT TO NEW STEEL BEAMS
9. NEW WALL FUR OUT AROUND EXISTING STEEL COLUMN WITH FRP FINISH

HESTIA ATELIER
3 PETERS CANYON RD STE 110
IRVINE, CA. 92606

Seal

LICENSED ARCHITECT
C-34970
REN. 09/30/25
STATE OF CALIFORNIA

Consultant

FLOWER DEPT. LLC
200 JOHN ST.
BANNING, CA 92220

BUILDING SECTIONS

CUP Number:
Plan Check Number:

2024-09-01		1ST PC SUBMITTAL
2025-05-20		SITE PLAN PREPARATION CHECKLIST
2025-01-31	1	PC CORRECTIONS
2025-05-15	2	PC CORRECTIONS

SHEET
A6.0

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dwg last saved: Jan/24/2025 12:44 PM by admin
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FLOWER ROOM NTS 2

FLOWER ROOM NTS 1

HESTIA ATELIER
3 PETERS CANYON RD STE 110
IRVINE, CA. 92606

Seal

LICENSED ARCHITECT
C-34970
REN. 09/30/25
STATE OF CALIFORNIA

Consultant

200 JOHN ST.
BANNING, CA 92220

INTERIOR RENDERINGS
(FLOWER ROOM)

CUP Number:
Plan Check Number:

2024-07-31		1ST CUP SUBMITTAL
2024-10-22		DCC SUBMITTAL
2025-05-06	A	CUP CORRECTIONS
2025-07-30	B	CUP CORRECTIONS

SHEET
B
A5.0

dwg last saved: Jul/31/2025 9:45 AM by: admin
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drawing file name: - interior renderings.dwg

Ref. & Rev.

Yamabe & Horn Engineering, Inc.

CIVIL ENGINEERS • LAND SURVEYORS

2985 N. BURL AVENUE SUITE 101 FRESNO, CA 93727

TEL: (559) 244-3123 WEBSITE: YANDHENGR.COM

REGISTERED PROFESSIONAL ENGINEER KENNEY REYES No. 93426 CIVIL STATE OF CALIFORNIA

EXISTING BUILDING
±8,000 SF
APN: 541-220-006
FF = ±2325.70

EXISTING BUILDING
NOT IN SCOPE

KEYNOTES:

A	PROPOSED DRIVEWAY APPROACH PER CITY STD. NO. C-209	X	EXISTING FENCE TO BE REMOVED
B	PROPOSED CONCRETE SIDEWALK	Y	SAWCUT AND MATCH TO EXISTING
C	PROPOSED CONCRETE CURB	Z	EXISTING WATER UTILITY TO REMAIN
D	PROPOSED PARALLEL ACCESSIBLE CURB RAMP	AA	EXISTING FIRE HYDRANT TO REMAIN
E	PROPOSED ADA PARKING STALL	BB	EXISTING POWER POLE TO REMAIN
F	EXISTING FENCE TO BE RELOCATED	CC	PROPOSED LIGHT POLE AND FIXTURE PER ARCHITECTURAL PLANS
G	PROPOSED RETAINING WALL	DD	PROPOSED SLIDING GATE PER ARCHITECTURAL PLANS
H	PROPOSED AIR HANDLING UNIT	EE	PROPOSED PEDESTRIAN GATE
J	PROPOSED WATER TANK STORAGE CONTAINER	FF	EXISTING TELEPHONE POLE TO REMAIN
K	PROPOSED CO2 TANK	GG	EXISTING STREET LIGHT TO REMAIN
L	PROPOSED DRIVEWAY	HH	PROPOSED BIOSWALE
M	PROPOSED SECURITY LIGHT FIXTURE PER ARCHITECTURAL PLANS	JJ	PROPOSED SIGN PER ARCHITECTURAL PLANS
N	EXISTING FENCE TO REMAIN	KK	PROPOSED EV CHARGING STATION PER ELECTRICAL PLANS
P	EXISTING TRANSFORMER & PAD TO BE REPLACED	LL	PROPOSED LOADING ZONE
Q	EXISTING WATER UTILITY TO BE REMOVED. CAP AT PROPERTY LINE WHERE APPLICABLE.	MM	PROPOSED CURB CUT
R	PROPOSED SWITCHGEAR PER ELECTRICAL PLANS	NN	PROPOSED KNOX BOX PER ARCHITECTURAL PLANS
S	EXISTING CONCRETE TO REMAIN	PP	PROPOSED CURB AND GUTTER
T	EXISTING GAS UTILITY TO REMAIN	QQ	PROPOSED 4' VALLEY GUTTER
U	PROPOSED TRASH ENCLOSURE PER ARCHITECTURAL PLANS	RR	PROPOSED BUBBLE UP INLET WITH FILTER OR TRASH CAPTURE DEVICE
W	EXISTING TREE TO BE REMOVED	SS	PROPOSED CURB DRAIN

PAVEMENT SECTIONS:

- PROPOSED SIDEWALK
- PROPOSED PAVEMENT SECTION CONTRACTOR TO VERIFY THE EXISTING PAVEMENT SECTION & MATCH SECTION
- PROPOSED LANDSCAPING
- EXISTING SIDEWALK

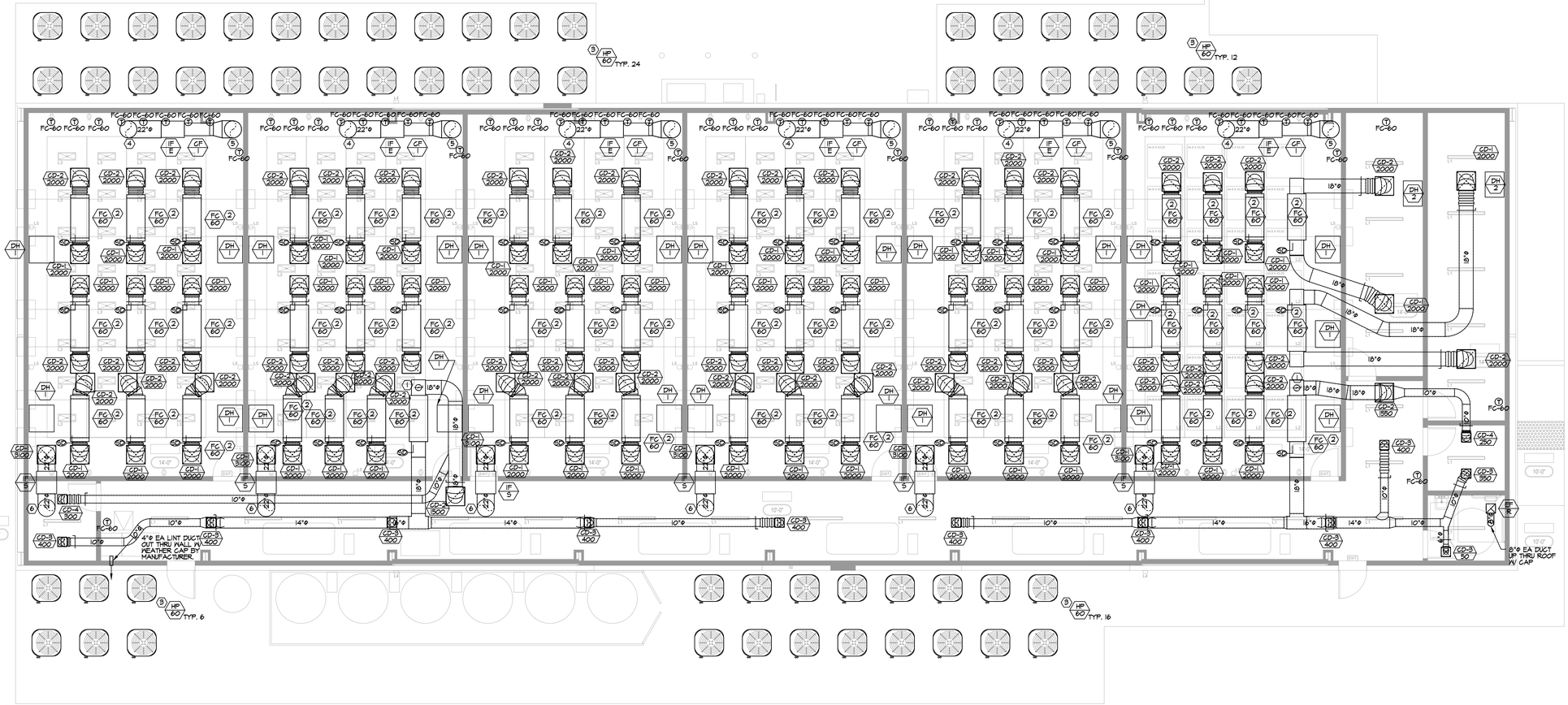
SCALE: 1" = 10'
0 5' 10' 20'

PROJECT TITLE
200 JOHN ST.
BANNING, CA.

SHEET DESCRIPTION
PRELIMINARY GRADING PLAN

Dr. By: TJ
Ch. By: SR
Date: 05-09-2025
Scale: As Noted
YH Job No. 24-314
Sheet No. C1
of 3 Sheets

File Location: F:\2024\24-314\dwg\Improvements\Preliminary Grading Plan\24-314_Preliminary Grading Plan.dwg
Plot Date: 5/15/2025
Plot By: Sage Novak



HVAC CEILING PLAN

SCALE: 3/16"=1'-0"

HVAC KEYED NOTES

1. 8"ø OSA DUCT UP THRU ROOF W/ GOOSENECK. OSA DAMPER SET @ 200 CFM.
2. NEW 5 TON FANCOIL UNIT. INSTALL SMOKE DETECTOR IN SUPPLY PLENUM. OPER. WT. = 1TO LBS
3. NEW 5 TON HEAT PUMP UNIT OPER. WT. = 275 LBS
4. 22"ø EA DUCT UP THRU ROOF W/ CAP.
5. 22"ø EA DUCT DOWN TO 12" A.F.F. WITH MESH SCREEN ON BOTTOM.
6. 22"ø OSA DUCT UP THRU ROOF W/ GOOSENECK.

HESTIA ATELIER

3 PETERS CANYON RD STE 110
IRVINE, CA. 92606

Seal

REGISTERED PROFESSIONAL ENGINEER GANGYI ZHOU No. M34279 Exp. 12-31-2025 STATE OF CALIFORNIA

Consultant

G MEP ENGINEERS

26439 Rancho Pkwy. S., Ste 120
Lake Forest, CA 92630
Tel: 949-267-9085

FLOWER DEPT. LLC
200 JOHN ST.
BANNING, CA 92220

HVAC CEILING PLAN

CUP Number:
Plan Check Number:

2024-09-01		1ST PC SUBMITTAL
2025-01-16	1	1ST PC CORRECTIONS

M-2.0

ELECTRICAL PHOTOMETRIC PLAN - SITE

SCALE: 3/32" = 1'

Schedule

Symbol	Label	QTY	Manufacturer	Catalog	Description	Number Lamps
▭	A	4	TCP	WP12000150	Outdoor Non-Cutoff and Semi-Cutoff Wall-Mounted Area Luminaires	1
▭	C	3	Lithonia Lighting	DSX0 LED P4 30K 80CRI T5LG	D-Series Size 0 Area Luminaire P4 Performande Package 3000K CCT 80 CRI Type 5 Low G	Rating

Statistics

Description	Symbol	Avg	Max	Min	Max/Min	Avg/Min
Calc Zone #1	+	1.2 fc	21.3 fc	0.0 fc	N/A	N/A

HESTIA ATELIER
3 PETERS CANYON RD STE 110
IRVINE, CA. 92606

REGISTERED PROFESSIONAL ENGINEER
GANGYI ZHOU
No. 018959
Exp.12-31-2025
CIVIL
STATE OF CALIFORNIA

GMEP ENGINEERS
26439 Rancho Pkwy. S., Ste 120
Lake Forest, CA 92630
Tel: 949-267-9085

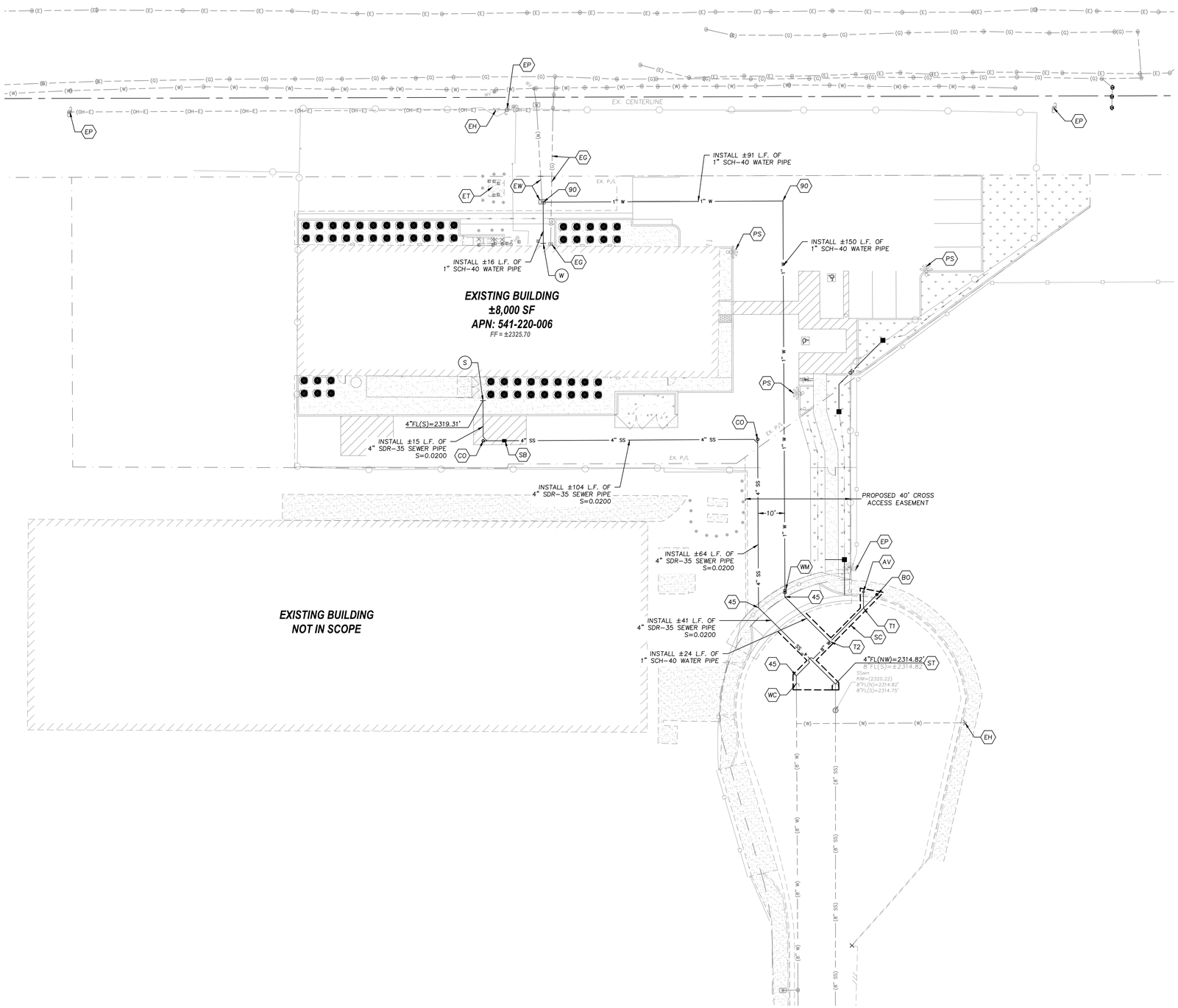
FLOWER DEPT. LLC
200 JOHN ST.
BANNING, CA 92220

ELECTRICAL PHOTOMETRIC PLAN - SITE

CUP Number:
Plan Check Number:

2024-09-01		1ST PC SUBMITTAL
2025-01-16	1	1ST PC CORRECTIONS
2025-05-20	2	2ND PC CORRECTIONS

E-1.3



KEYNOTES:

- (BO) INSTALL 4" BLOW-OFF ASSEMBLY PER CITY STD. NO. W-19
- (AV) INSTALL 1" AIR VAC ASSEMBLY PER CITY STD. NO. S-12
- (CO) INSTALL SANITARY SEWER CLEANOUT PER CITY STD. NO. S-12
- (SB) INSTALL SANITARY SEWER SAMPLING BOX PER CITY STD. NO. S-26
- (WM) INSTALL 1" WATER METER PER CITY STD. NO. W-2 & W-5. METER TO BE SUPPLIED AND INSTALLED BY THE CITY.
- (ST) CONNECT PROPOSED 4" SEWER LINE TO EXISTING SEWER MAIN. CONTRACTOR TO VERIFY SIZE AND LOCATION OF EXISTING SEWER MAIN.
- (UC) PROPOSED UTILITY PIPE CROSSING TO BE 12" MINIMUM SEPARATION
- (WC) CONNECT PROPOSED 1" WATER LINE TO EXISTING WATER MAIN PER CITY STD. NO. W-5.
- (PS) PROPOSED SITE LIGHT PER SEPARATE PLAN
- (EG) EXISTING GAS UTILITY TO REMAIN
- (EH) EXISTING FIRE HYDRANT TO REMAIN
- (EP) EXISTING POWERPOLE OR STREETLIGHT TO REMAIN
- (EW) EXISTING WATER UTILITY TO BE REMOVED. CAP AT PROPERTY LINE WHERE APPLICABLE
- (ET) EXISTING TRANSFORMER AND PAD TO BE REPLACED
- (SC) SAWCUT AND MATCH TO EXISTING
- (T1) INSTALL 1 – 8" X 4" X 1" TEE
- (T2) INSTALL 1 – 8" X 8" X 1" TEE
- (45) INSTALL 45° BEND
- (90) INSTALL 90° BEND

SPECIAL NOTES:

- (S) SANITARY SEWER POINT OF CONNECTION, SEE PLUMBING PLANS FOR CONNECTION TO BUILDING SEWER, UNDER SEPARATE PERMIT.
- (W) DOMESTIC WATER POINT OF CONNECTION, SEE PLUMBING PLANS FOR CONNECTION TO BUILDING WATER, UNDER SEPARATE PERMIT.

CONTRACTOR NOTES:

1. AS FIRST ORDER OF WORK, CONTRACTOR SHALL POTHOLE & DETERMINE ACTUAL ELEVATION AND LOCATION OF EXISTING WATER MAINS, EXISTING SEWER MAINS, AND EXISTING UTILITY STUBS. CONTRACTOR SHALL IMMEDIATELY NOTIFY ENGINEER OF ANY DISCREPANCIES FROM PLAN.
2. ANY EXISTING UTILITY BOXES, VAULTS, ETC. AFFECTED BY THIS PROJECT SHALL BE ADJUSTED TO FINISH GRADE. CONTRACTOR SHALL CONTACT AND COORDINATE WORK WITH UTILITY COMPANY.
3. THE WATER SERVICE BEHIND THE WATER METER AND SEWER LATERAL ARE PRIVATE FACILITIES OWNED AND MAINTAINED BY THE PRIVATE PROPERTY OWNER.
4. ALL EXISTING UTILITIES ARE TO REMAIN UNLESS OTHERWISE SPECIFIED ON THIS PLAN
5. CONTRACTOR TO REMOVE ANY ONSITE SEPTIC TANKS OR LEECH FIELD SYSTEMS PER CITY REQUIREMENTS.
6. ALL TRENCHES TO BE BACKFILLED PER CITY STD NO. W-30.
7. SEWER LATERAL TO BE PROTECTED FROM CANNABIS WASTES, OILS, AND RESIDUES.

SCALE: 1" = 20'
0 10' 20' 40'

Ref. & Rev.

Yamabe & Horn Engineering, Inc.
CIVIL ENGINEERS • LAND SURVEYORS
2985 N. BURL AVENUE SUITE 101 FRESNO, CA 93727
TEL: (559) 244-3123 WEBSITE: YANDHENGR.COM

REGISTERED PROFESSIONAL ENGINEER SAMUEL REYES KENNEY No. 93426 CIVIL STATE OF CALIFORNIA

PROJECT TITLE: 200 JOHN ST BANNING, CA

SHEET DESCRIPTION: PRELIMINARY UTILITY PLAN

Dr. By: SN
Ch. By: SR
Date: 05/06/2025
Scale: As Noted
YH Job No. 24-314
Sheet No. 2
of 2 Sheets

Plot By: Saber Rabe Plot Date: 5/6/2025 File Location: F:\2024\24-314\dwg\Improvements\Preliminary Utility Plan\24-314_Preliminary Utility Plan.dwg

PLANNING COMMISSION – SPECIAL MEETING

Council Chambers, 99 E Ramsey Street, Banning, CA

Wednesday, August 6, 2025 - 5:30 PM

MINUTES

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1. CALL TO ORDER at 5:33 p.m.

1.1 **PLEDGE OF ALLEGIANCE**

1.2 **ROLL CALL**

COMMISSIONERS	PRESENT	ABSENT
Castorena, Chris	X	
Dale, Kathleen	X	
Marshall, Al	X	
Phelps, Gerry	X	
Rodriguez, Nathaniel	X	

Council Member Miller recognized former Planning Commissioner Richard Krick for his dedicated service on the Planning Commission from September 8, 2015, to March 25, 2025. A plaque was presented in appreciation of his years of contributions, collaboration, and commitment to the City of Banning's community planning and growth.

2. PUBLIC COMMENTS:

None

3. CONSENT AGENDA:

Approval of the meeting minutes for July 9, 2025, Regular Planning Commission meeting.

Chair Dale opened public comments
No public comments

Chair Dale closed public comments

ACTION: Motion/Second (Marshall/Phelps) to approve the minutes of July 9.

COMMISSIONERS	*YES*	*NO*	*ABSTAIN*	*RECUSE*	*ABSENT*
Castorena			X		

Dale	X
Marshall	X
Phelps	X
Rodriguez	X

(Motion Carried 4-0-1) passed.

4. PUBLIC HEARINGS:

4.1 CONTINUED PUBLIC HEARING - Consideration of a Cannabis Conditional Use Permit (CUP) Application Case No. PLN 24-0107, by Flower Dept, LLC to allow for the commercial cultivation of cannabis (Project) within an existing 8,041 square foot industrial building at 200 John Street, in the Industrial (I) Zoning District (APN 541-220-006).

Recommendation: Staff recommends the Planning Commission adopt Resolution 2025-06, recommending the City Council make a determination that the Project is exempt under Section 15301 (Existing Facilities) of the California Environmental Quality Act (CEQA) and approve Conditional Use Permit PLN 24-0107 to allow for commercial cultivation of cannabis in an existing industrial building located at 200 John Street (APN: 541-220-006) in the Industrial (I) zoning district.

Ted Lopez, Senior Planner, provided the staff report.

Commissioner Castorena asked about the public accessibility of the applicant's quarterly reports and the process for documenting community complaints. Staff confirmed reports will be publicly accessible.

Commissioner Castorena also asked how this project compares to the Hathaway project. Staff responded that the current project would provide improved state-of-the-art monitoring and reporting. Quarterly reports and additional conditions will ensure oversight, with anticipated feedback from the community

Commissioner Castorena asked about similarities between the 820 South Hathaway project and the proposed John Street project. Laura Leindecker, applicant stated both projects are comparable in design, security, odor control, and monitoring.

Commissioner Marshall asked whether the agreement included a hold harmless provision, citing a class action lawsuit in Santa Barbara. The City Attorney confirmed that an indemnity and harmless clause is included under Section 2 of the conditions of approval.

Planning Manager Mark Staples answered questions from the Commission related to access and parking. He also clarified the changes in the revised staff report provided to the Commission before the hearing, including typographical corrections, an added condition regarding a lobby area, and corrections to finding C.

The project engineer answered clarifying questions of the Commission regarding the insulation panels on the exterior walls, and in the attic space and potential for odor emissions from the attic space. Odor from cannabis cultivation is filtered in the attic using a specialized CleanLeaf System, the attic remains odor free, with no leaks expected and additional carbon filters in the hallway mitigate any minor odor from doors opening.

The CleanLeaf odor filtration system will be maintained according to the manufacturer's standard operating procedures and the system installed meets or exceeds industry standards to prevent future issues.

Chair Dale opened public hearing at 6:15 p.m.

John Hagen expressed concerned about odor affecting nearby city operations, he questions if the 8,041 sq. ft. building meets the 10,000 sq. ft. requirements for indoor cannabis cultivation and notes previous similar sized buildings were denied and urges the city to review compliance before approval.

Jack Gunderson Is skeptical that odor control will fully prevent smells and concerned about 24-hour inspection notice potentially hiding non-compliance, contrary to state rules.

Max Diego Nearby residents already experience odor, questions effectiveness of filters and enforcement. He urges careful consideration of whether an older building can meet strict local, state, and federal standards.

Lynnea Hagen Upgraded insulation at Hathaway facility did not eliminate odor issues.

Frank Connelly Concern about traffic bottleneck near project site and congestion from ongoing Honeywell project and limited fire hydrants and potential safety hazards in case of a fire. He urges the Commission to address traffic flow and emergency access before approving additional projects.

Chair Dale closed public hearing at 6:26 p.m.

David Newell, Community Development Director said 700 South Hathaway has not yet been approved; any operation there should be investigated. Clarified that the 10,000 sq. ft. standard refers to canopy area, not building size. With stacking methods, more canopy can fit in a smaller building, meeting the requirements.

Planning Commission Discussion.

Commissioner Castorena requested additional input from the applicant regarding how they will handle outreach and reporting for local hiring and how they plan to be a good neighbor. Applicant aims to fill 6-10 positions. Hiring is typically posted on job sites like; Indeed, no formal community partnerships have been used previously. Being a good neighbor could include participating in community activities, donations, and events similar to previous projects like Harvest Corner. The Commissioner noted he feels the location is appropriate and that conditioning addresses required processes and compliance monitoring.

Commissioner Phelps listed project concerns:

- Applicant's address is missing from application.
- Cannabis clustering: five facilities (including this one) within 1.4 miles could create significant environmental concerns for the area.
- Concern over traffic congestion and site layout, particularly loading docks on Gallaher Street and need for clear signage and designated front entrance.
- Objects to CUP findings (Items E and F) – odor impacts have not been adequately addressed.
- No provisions for water usage reductions during drought.
- Concerns over chemical usage and possible impacts on water quality.
- Highly electricity intensive due to lighting, HVAC, ventilation and filtration system; alternatives such as solar or wind have not been addressed.
- Utility of emergency access gate on John Street

Commissioner Dale raised concerns about site suitability and required findings:

- Parking barely meets minimum standards; some spaces may be unusable; inadequate parking during peak harvest employment times.
- Limited access and manual gate could hinder emergency response for use with heightened fire risk.
- Truck congestion on Gallaher observed during site visit, raising safety concern.
- Banning Municipal Code requirements for no perceptible odors outside the building, compared to experience with existing operation on Hathaway and recommended conditions that allow multiple odor complaints before enforcement.
- Applicability of the CEQA categorical exemption related to project-level greenhouse gas emissions and cumulative impacts.

Commissioner Dale expressed doubt about having the authority to apply certain conditions and lack of adequate substantiation for Findings B, D, F, and G.

ACTION: Motion/Second (Marshall/Castorena)

Adopt Resolution 2025-06 recommending the City Council make a determination that the Project is exempt make a determination that the Project is exempt under Section 15301 (Existing Facilities) of the California Environmental Quality Act (CEQA) and approve Conditional Use Permit PLN 24-0107 to allow for commercial cultivation of cannabis in an existing industrial building located at 200 John Street (APN: 541-220-006) in the Industrial (I) zoning district with the revised conditions of approval as presented by staff.

Commissioner Dale asked for an amended motion to modify the conditions to correctly identify the applicant (should be Flower Dept LLC), to state the approved canopy area in Planning Condition 1 or 4, and to match Public Works compliance timing (prior to building permit) in Planning Condition 32 as to the access easement with an additional suggestion that access be established through a lot line adjustment, rather than an easement.

The amendment was agreed to by Commissioners Marshal and Castorena.

COMMISSIONERS	***YES***	***NO***	***ABSTAIN***	***RECUSE***	***ABSENT***
Castorena	*X*				
Dale		*X*			
Marshall	*X*				
Phelps		*X*			
Rodriguez	*X*				

(Amended Motion Carried 3-2-0) motion passes.

5. DISCUSSION ITEMS

5.1 Consideration of a Request by the City of Banning to Initiate a Zone Text Amendment or General Plan Amendment and Zone Change Related to Existing Residential Development Located in the Airport Industrial Zone and General Plan Land Use Designation.
Recommendation: Provide direction to staff.

Community Development Director, David Newell presented options to address residential properties within the Airport Industrial (AI) designation that became non-conforming after the 2006 General Plan update. About 24 homes built in the 1940s through 60s are affected, creating challenges for financing and rebuilding after damage.

Options discussed:

1. Amend zoning code to provide flexibility for rebuilding non-conforming residential uses (quicker fix).

2. Rezone portions of the AI area back to residential for a long-term solution (slower, more process required).

Commissioner Castorena said he's concerned about sprawl; supports future options for gentle density and workforce housing.

The General Plan update will allow these issues to be explored.

Commissioner Marshall supports option 1 to allow homeowners to repair quickly, maintain consistency, and provide flexibility for future repairs or sales without requiring new amendments.

Director Newell said change would be citywide, as the ordinance text applies broadly to residential structures, not just AI properties.

Chair Dale opened public comment.

John Hagen Opposed 2004 rezoning to Airport Industrial, citing hardships for residents. He urged the City to rezone the whole area back to residential rather than making a one-time exemption.

Stephen Beers thanked the Commission for considering the issue and preparing to take action.

Max Diego Noted issue arose from declaring a residential area as Industrial without properly informing homeowners of restrictions. He encouraged the City to review policies to prevent similar problems in the future.

The Commission provided direction to staff to proceed with Option 1 promptly and consider long-term residential adjustments as part of the General Plan update.

6. ANNOUNCEMENTS AND REPORTS

6.1 DIRECTOR'S REPORT

Director Newell said there are no Council meetings to report. Only 2 of 6 General Plan Advisory Committee seats filled; staff may reopen applications and will update at next meeting.

6.2 COMMISSIONER REPORTS

None

7. ITEMS FOR FUTURE AGENDAS

- September 3: Tentative hearing of two projects.
- September 10: Sunset Crossroads project special meeting.
- Additional projects planned for October.
- Future agenda suggestions: Review city's regulations related to microbusinesses (non-cannabis) to assess potential adjustments to facilitate establishment of local small

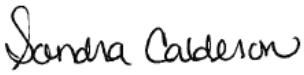
businesses.

8. ADJOURNMENT

ACTION: Motion/Second (Phelps/Castorena) to adjourn the meeting.
Motion carried 5-0.

The meeting was adjourned at 7:44 p.m.

Minutes prepared by:



Sandra B. Calderon
Planning Commission Secretary

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

The entire discussion of this meeting may be viewed here:
https://banningca.granicus.com/player/clip/223?view_id=1&redirect=true

All documents related to this meeting are available here:
https://d3n9y02raazwpg.cloudfront.net/banningca/6d8f137e-76d8-11ef-9b71-005056a89546-38305488-93fe-4918-9dd7-c67857e7b6c7-1754009290.pdf

PLANNING COMMISSION - REGULAR MEETING

Council Chambers, 99 E Ramsey Street, Banning, CA

Wednesday, July 9, 2025 - 5:30 PM

MINUTES

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1. **CALL TO ORDER at 5:35 p.m.**

1.1 **PLEDGE OF ALLEGIANCE**

1.2 **ROLL CALL**

COMMISSIONERS	PRESENT	ABSENT
Castorena, Chris		X
Dale, Kathleen	X	
Marshall, Al	X	
Phelps, Gerry	X	
Rodriguez, Nathaniel	X	

2. **SWEARING IN OF NEWLY APPOINTED OFFICIALS:**
Gerry Phelps and Al Marshall were sworn in by the City Clerk and took the oath of office.

3. **PUBLIC COMMENTS:**
Jack Gundersen expressed concerns about the new Code Enforcement software. He noted that the program requires users to select from 19 pre-set complaint categories and includes a write-in box for other issues. However, the system requires a category box to be checked even when using the write-in-option, raising concerns about the accuracy of future reports. Additionally, he stated that the form does not display a date and previous complaint records are no longer accessible.

4. **CONSENT AGENDA:**
Approval of the meeting minutes for June 4, 2025, Regular Planning Commission meeting.

Chair Dale opened public comments
No public comments

Chair Dale closed public comments

ACTION: Motion/Second (Marshall/Phelps) to approve the minutes of June 4.

COMMISSIONERS	*YES*	*NO*	*ABSTAIN*	*RECUSE*	*ABSENT*
Castorena					X
Dale	X				
Marshall	X				
Phelps	X				
Rodriguez	X				

(Motion Carried 4-0-1) passed.

5. PUBLIC HEARINGS:

5.1 Consideration of Cannabis - Conditional Use Permit (CUP) Application, Case No. PLN 24-0107, by Flower Dept, LLC to allow for the commercial cultivation of cannabis (Project) within an existing 8,041-square foot industrial building at 200 John Street, in the Industrial (I) Zoning District (APN541-220-006).

Recommendation: Adopt Resolution 2025-06, Recommending the City Council Determine the Project is Exempt from CEQA and Approve the Cannabis Conditional Use Permit, PLN 24-0107 for Cannabis Cultivation at 200 John Street.

Ted Lopez, Senior Planner, provided the staff report.

Planning Commission Questions for Staff:

Chair Dale expressed concern about the lack of access details for the proposed project. She emphasized that the Planning Commission should review the proposed easement and understand its terms before making a decision. The property is landlocked and cannot be approved without confirmed access.

David Newell, Director said that execution of the access easement is a condition prior to permit issuance. The applicant is waiting on permit approval before finalizing the agreement due to associated costs.

Nate Smith, Deputy Director of Public Works and City Engineer explained that a condition of approval requires an access easement to be granted between property owners. Staff will review the easement for technical accuracy, including survey requirements. He emphasized that the easement must be submitted, signed, and reviewed prior to issuance of any construction permits. He acknowledged concerns about easements with expiration dates, stating that businesses should not operate beyond the term of a temporary agreement. He recommended that the easement be perpetual unless both parties agree otherwise, and if the agreement expires, the matter may be returned to the Commission for a potential revocation due to lack of legal access.

Additional concerns were raised by Chair Dale about driveway placement at the end of the cul-de-sac, where a proposed driveway would be situated between existing driveways, potentially blocking loading dock access for the 313 property. She questioned whether this configuration meets city spacing standards and noted difficulty envisioning how an additional gate would function at the site. Staff responded that due to narrow lot frontages on cul-de-sacs, flexibility is granted, and shared access may be considered during formal plan review.

Questions were also raised regarding John Street, which is used as a fire access point. Staff explained that John Street is a “paper street” with no official city easement; it lies within Union Pacific Railroad property, and the City holds only a utility license agreement. The Fire Department confirmed that secondary access is only required for new buildings over 50,000

sq. ft. However, due to an active hydrant in the area, the applicant must maintain a manual fire access gate for emergency use.

Chair Dale questioned the use of CEQA exemption due to high energy use and potential greenhouse gas emissions, citing a reported $25,000 monthly electric bill at a similar facility. Concerns were also raised about the effectiveness of odor control measures. Staff responded that similar facilities have qualified for exemptions and explained best practices for odor mitigation, including sealed rooms and negative pressure systems. Concerns were also raised about potential violations of the city's cannabis CUP limit. Staff stated that ownership is verified during the permitting process, and applicants must report changes.

Chair Dale had questions/clarifications for staff regarding the following conditions of approval

a. Planning 10, 14, 26, 31, 32, and 33

b. Electric 45

c. Fire 55

d. Public Works – Map 09, Street 13 and fragment at top of page 18 (numbers are out of sequence).

Staff was asked to revise the language for accuracy and consistency. Typos and unclear language in the draft resolution, including incorrect terms like "cannibal" and confusion between "license" and "permit."

The applicant answered clarifying questions of the Commission.

The applicant confirmed that an agreement is in place for vehicle access via easement between property owners, with terms including insurance and a damage deposit. He stated the easement is intended to be ongoing and recorded.

The applicant confirmed that all terms have been agreed upon and payments made, pending the outcome of the CUP decision. In response to the questions, the applicant clarified that while a five-year term was mentioned early on, the intent is now to pursue a recorded easement without a time limit. Commissioner Phelps requested to see that confirmation in writing before proceeding further.

Commissioner Phelps raised concerns about cannabis odor, citing personal allergies and nearby residences. The applicant stated the facility design includes industry-standard carbon filters and offered to double the filtration to reduce leaks. Commissioner Phelps suggested involving an external engineer to ensure odor containment.

The applicant described the high-security design of a similar facility at 820 South Hathaway, noting features like barbed-wire fencing, full camera coverage, and controlled gate access. It was clarified that both pedestrian and vehicle access is managed through a single, sliding gate. Commissioner Phelps expressed concern that such a design may not be suitable for the current project site if the gate is located at the street. The applicant agreed to consider adding a pedestrian gate. Air handling equipment will be located in the attic, similar to 820 South Hathaway.

Chair Dale opened public hearing at 6:55 p.m.

Lynnea Hagen expressed concern over a previous marijuana raid at the proposed site and questioned whether the applicant for this proposal in the same entity. She raised issues about odor impacts from an existing facility on Hathaway, claiming the smell reaches nearby homes despite complaints. Additional concerns included the high-water usage of cannabis cultivation facilities and the overall number of such operations in the city.

John Hagen expressed concerns about the cumulative odor impacts of cannabis cultivation facilities in the southeast area of the city. He stated that existing operations, particularly at 820 Hathaway, often produce odors strong enough to prevent residents from going outdoors. He argued that converting old warehouses is ineffective for odor control without building entirely new internal structures. He also raised concerns about the number of permitted grow sites in close proximity, noting that once additional sites become operational, odors will impact the neighborhood regardless of wind direction. Mr. Hagan questioned the effectiveness of Code Enforcement responses and urged the Commission to consider the broader community impact before approving further facilities.

Jack Gundersen opposed the new facility, citing ongoing odor issues from 820 Hathaway and a lack of response from Code Enforcement. He reported to an inspector who confirmed the smell and noted other problems like hazardous materials and weak site security. He questioned the effectiveness of proposed odor controls and asked when the new facility would begin operations if approved.

Chair Dale closed public hearing at 7:06 p.m.

Planning Commission Discussion:

Commissioner Phelps expressed concerns about persistent cannabis odors affecting nearby residents and businesses, as well as the adequacy of site access in a busy cul-de-sac. Additional concerns included facility security, fire safety, and the high-water usage of cannabis cultivation during drought conditions. The commissioner stated they needed more time to consider the issues raised.

Commissioner Rodriguez acknowledged that odor is an ongoing concern with cannabis facilities, but noted it is a widespread issue, he raised access concerns related to a nearby streetlight and easement tightness but believed it to be manageable.

Commissioner Marshall praised the high level of security at the 820 Hathaway facility and felt the proposed location was appropriate, remote, and an improvement to the industrial area. He suggested any final approval be conditioned on the successful completion of access requirements before occupancy and expressed no current objection to the project.

Commissioner Dale expressed concerns about the insufficient access planning, stating the current proposal lacks detail and may impact adjacent properties. She emphasized the need to review finalized access plans before making a recommendation. She also noted that while odors cannot be fully contained, the municipal code requires it, creating a compliance challenge. Suggestions included improving attic ventilation and sealed entry designs. Lastly, she raised concerns over the CEQA exemption, questioning its adequacy due to unquantified greenhouse gas emissions and cumulative impacts from nearby facilities. She concluded that more information is needed before a decision can be made.

Commissioner Castorena provided suggested conditions for commission’s consideration as part of the project approval via email.

- Local Hire Reporting:
  Applicant shall annually report employee residency data to the City, including number of hires from Banning and the San Gorgonio Pass region.
  (Applicant states intent to create local jobs: CUP p.100)
- Signage for Complaints:
  Prior to certificate of occupancy, install a sign near project entry identifying permittee contact info for odor complaints and City Code Enforcement. Sign design and placement to be approved by Community Development and maintained for duration of operation.
  (Applicant lists 24/7 contact commitment: CUP p.64)
- Complaint Log and Reporting:
  Maintain and submit a quarterly complaint log to Community Development documenting complaints and resolutions.
  (Complaint intake process described: CUP p.191)
- Complaint Response Timelines:
  Respond to all complaints within 48 hours; mitigation for odor or nuisance issues within 72 hours.
- Compliance Trigger:
  If 3+ complaints in 90 days, City may initiate a compliance review and require updated Odor Abatement Plan or CUP modification.
  (Applicant affirms commitment to nuisance prevention: CUP p.101)

Additionally, it would be helpful if the applicant could be asked to explain how they plan to implement their local hiring commitment, including any partnerships with workforce programs.

ACTION: Motion/Second (Marshall/Rodriguez) to Adopt Resolution 2025-06, approving Conditional Use Permit (CUP) Case No. PLN 24-0107 with modifications to Conditions of Approval 31, 32, and 33:

- **Condition 31:** Enhanced signage requirement with on-site contact information for odor complaints and City Code Enforcement.

- **Condition 32:** Clarify that the easement must be recorded and resolved to staff's satisfaction prior to the Certificate of Occupancy.

- **Condition 33:** Required responses to odor complaints within 48 hours and resolution within 72 hours.

COMMISSIONERS	*YES*	*NO*	*ABSTAIN*	*RECUSE*	*ABSENT*
Castorena					*X*
Dale		*X*			
Marshall	*X*				
Phelps		*X*			
Rodriguez	*X*				

Motion Failed, 2-2-1

A motion was made to continue the item to a meeting on August 6.

ACTION: Motion/Second (Dale/Phelps) to continue the public hearing to a Special Meeting on August 6th to allow the applicant to provide:
- Detailed plans for access improvements.
- Staff to return with quantified data on electrical usage.
- Additional information on odor control measures.

COMMISSIONERS	*YES*	*NO*	*ABSTAIN*	*RECUSE*	*ABSENT*
Castorena					*X*
Dale	*X*				
Marshall	*X*				
Phelps	*X*				
Rodriguez	*X*				

(Motion Carried 4-0-1) motion passes.

6. DISCUSSION ITEMS

None

7. ANNOUNCEMENTS AND REPORTS

7.1 DIRECTOR'S REPORT

Director Newell informed the Commission of upcoming changes to CEQA due to new state trailer bills. These changes are expected to significantly streamline environmental review processes, especially for housing and other qualifying projects. Additional information will be provided to the Commission as it becomes available.

The Banning Commerce Center previously considered by the Planning Commission in March, was reapproved by the City Council on July 8th after a de novo public hearing. The new hearing was held due to an objection to notification for the May City Council hearings and included a second vote toward the end of the July 8th meeting due to a comment submitted via email during the meeting that we did not notice until after they had taken action. The Council's approval is now final, and all issues have been addressed.

Mark Staples was introduced as the new Planning Manager for the City of Banning.

7.2 COMMISSIONER REPORTS

None

8. ITEMS FOR FUTURE AGENDAS

- Special meeting in the next month or so to review large projects (David)
- Initiate a GPA/ZC from Industrial to Residential on Barbour Street (Dale)

Director Newell will bring the GPA/ZC to the next meeting as a discussion item for the Commission.

9. ADJOURNMENT

The meeting was adjourned at 8:00 p.m.

Minutes prepared by:

Sandra Calderon

Sandra B. Calderon
Planning Commission Secretary

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

The entire discussion of this meeting may be viewed here:
https://banningca.granicus.com/player/clip/220?view_id=1&redirect=true

All documents related to this meeting are available here:
https://d3n9y02raazwpg.cloudfront.net/banningca/6d8b6baa-76d8-11ef-9b71-005056a89546-38305488-93fe-4918-9dd7-c67857e7b6c7-1751602337.pdf

RESOLUTION 2025-06

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF BANNING, CALIFORNIA, RECOMMENDING THAT THE CITY COUNCIL MAKE A DETERMINATION OF EXEMPTION UNDER CEQA GUIDELINES SECTION 15301 AND APPROVE A CANNABIS – CONDITIONAL USE PERMIT (CUP) CASE NO. PLN 24-0107, BY FLOWER DEPT., LLC TO ALLOW FOR COMMERCIAL CULTIVATION OF CANNABIS WITHIN AN EXISTING 8,041 SQUARE-FOOT INDUSTRIAL BUILDING AT 200 JOHN STREET, BANNING, CA IN THE INDUSTRIAL (I) ZONING DISTRICT (APN: 541-220-006).

WHEREAS, Ricardo Alcantara (the "Project Applicant") on behalf of Flower Dept., LLC (the "Project Owner") has applied for a Cannabis – Conditional Use Permit, Case No. PLN 24-0107, to allow for commercial cultivation of cannabis the ("Project")within an existing 8,041 square foot industrial building in the Industrial (I) Zoning District; and

WHEREAS, the Planning Commission has the authority to make a recommendation to the City Council regarding a proposed Cannabis - Conditional Use Permit per Chapter 17.53 Cannabis Conditional Use Permits of the Banning Municipal Code (BMC); and

WHEREAS, on June 27, 2025, the City gave public notice by advertising in the *Record Gazette*, a newspaper of general circulation within the City of Banning, and by mailing notices to property owners within 300 feet of the project site for a public hearing to be held on July 9, 2025; and

WHEREAS, on July 9, 2025, the Planning Commission held a duly noticed public hearing at which time interested persons had an opportunity to testify in-support of or in-opposition to Cannabis – Conditional Use Permit, Case No. PLN 24-0107; and

WHEREAS, on July 9, 2025, the Planning Commission considered staff and public testimony on the Project and Cannabis – Conditional Use Permit, Case No. PLN 24-0107 and voted 4-0-1 to continue the public hearing to a special Planning Commission meeting on August 6, 2025, to consider additional information; and

WHEREAS, in accordance with the requirements of the California Environmental Quality Act (CEQA), staff determined that the Project and Cannabis – Conditional Use Permit, PLN 24-0107, qualifies for a Categorical Exemption pursuant to CEQA Guidelines Section 15331 (Class I – Existing Facilities) and no further environmental analysis is required; and

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

SECTION 1. ENVIRONMENTAL DETERMINATION

A. The proposed project is Categorically exempt under CEQA Guidelines Section 15301 (Class 1 – Existing Facilities). The Project is consistent with the General Plan and Zoning Ordinance, occurs within city limits on a site less than five acres in size. The Project shall consist of operation, repair, maintenance, permitting, leasing, licensing, and minor alter of an existing private struct involving negligible or no expansion of existing or former use, including interior or exterior alterations involving such things as interior partitions, plumbing and electrical conveyances. The Planning Commission has reviewed staff

determination of exemption, and based on its own independent judgement, recommends that the City Council concur in the staff determination of exemptions.

SECTION 2. REQUIRED FINDINGS FOR CANNABIS – CONIDITIONAL USE PERMIT PLN 24-0107

Chapter 17.53 of the City of Banning Zoning Ordinance requires that Cannabis Conditional Use Permit applications meet certain Findings prior to the approval recommendation by the Planning Commission. The Planning Commission does hereby find and determines that Case PLN 24-0107 should be approved because:

Finding A: *The proposed use is consistent with the General Plan.*
Finding of Fact: *The proposed Project cannabis cultivation is consistent with the General Plan's designation for industrial development in the area, which supports cannabis cultivation, warehousing and office uses. Further, Conditional Use Permit 24-0107 is consistent with General Plan Economic Development Policy, which states: "The City shall take a proactive role in the retention of existing businesses and the recruitment of new businesses, particularly those that generate and broaden employment opportunities, increase discretionary incomes, and contribute to City General Fund revenues." Approval of proposed Cannabis - Conditional Use Permit Case No. 24-0107 would allow the applicant to promote business diversity, while providing an economic benefit to the City.*

Finding B: *The proposed use is conditionally permitted with the Industrial zoning district and complies with all of the provisions of BMC Chapter 17 of the BMC..*
Finding of Fact: *The proposed project complies with the applicable requirements of the Industrial (I) zoning district as outlined in BMC Chapters 17.12 and 17.53. The project meets or exceeds all applicable development standards, including lot size, setbacks, building height, and parking requirements, ensuring conformance with the zoning ordinance for industrial uses. Table 17.12.020 ("Permitted, Conditional and Prohibited Commercial and Industrial Uses") of Section 17.12.020 of Chapter 17.12 of Title 17 of the Banning Municipal Code provides that "Cannabis Commercial Indoor Cultivation", is a conditionally permitted use in the Industrial zoning district. The proposed Cannabis Cultivator complies with all other applicable provisions of Title 17 of the Banning Municipal Code, including the standards set forth in Section 17.12.050.V. applicable to Cannabis Cultivator (Use Specific Development Standards). Lastly, the proposed project complies with the provisions of Chapter 17.53, including standards regarding the premises, personnel, security, cannabis tracking and tracing, signage, waste management, sanitary requirements, and odor control.*

Finding C: *The proposed use would not impair the integrity and character of the land use district in which it is to be located.*
Finding of Fact: *The proposed use is adjacent to John Street, located in the north section area of Galleher Way. Access ingress/egress to the Project is via a newly created easement at the end of the Galleher Way. It is anticipated that the area would contain commercial indoor cannabis cultivation currently permitted within the City under Banning Municipal Code Chapter 17.53 Cannabis Conditional Use Permits.*

Finding D: The subject site is physically suitable for the type and intensity of land use being proposed.
Finding of Fact: The subject site currently consists of an existing industrial warehouse building and the applicant is proposing interior changes to the building to create the growing room setting needed for cannabis cultivation. Furthermore, the project site will utilize existing paved areas for

adequate parking, access, and lighting. The building is of adequate size and design to accommodate cannabis cultivation.

Finding E: There are adequate provisions for water, sanitation, and public utilities and services to ensure that the proposed use would not be detrimental to public health and safety.
Finding of Fact: The existing project site and structure are currently tied to the local water, sewer, and Banning Electric Utility public utility system.

Finding F: There will not be significant harmful effects upon environmental quality; natural resources; or neighborhood characteristics.
Finding of Fact: The proposed Cannabis – Conditional Use Permit is exempt from the requirements per Section 15301 of the CEQA Guidelines as the proposed project is utilizing an existing structure with no proposed expansion of the structure or use.

Finding G: The proposed location, size, design, and operating characteristics of the proposed use will not be detrimental to the public interests, health, safety, convenience, or welfare of the City of Banning.
Finding of Fact: The proposed location, design, and operating characteristics of the proposed cannabis cultivation facility will not be detrimental to the public interests, health, safety, convenience, or welfare of the City of Banning and will complement existing cannabis and industrial businesses located on Galleher Way. Cannabis related activities are regulated by the State of California, Bureau of Cannabis Control (BCC). The applicant must maintain a valid BCC license to be compliant with the Banning Municipal Code and BCC. If determined for good cause that the continuance of such license would be contrary to the public safety and welfare, the City of Banning and the BCC are authorized to suspend or revoke any license.

SECTION 3. PLANNING COMMISSION ACTION – RECOMMENDATION FOR APPROVAL OF CANNABIS – CONDITIONAL USE PERMIT 24-0107

Based on the foregoing, the Planning Commission of the City of Banning hereby recommends that the City Council approve Cannabis – Conditional Use Permit 24-0107, consistent with the approved plans on file with the Community Development Department and subject to the recommended Conditions of Approval attached hereto as **Exhibit A**.

PASSED, APPROVED AND ADOPTED this 6th day of August, 2025.

Kathleen Dale

Kathleen Dale, Chair
Planning Commission
City of Banning

ATTEST:

Sandra Calderon

Sandra Calderon, Recording Secretary
Planning Commission
City of Banning

APPROVED AS TO FORM AND LEGAL CONTENT:

Robert L. Patterson

Robert L. Patterson, Assistant City Attorney
Slovak, Baron, Empey, Murphy & Pinkney, LLP

City of Banning

Community Development Department

Conditions of Approval

PROJECT: Cannabis - Conditional Use Permit PLN 24-0107
SUBJECT: Conditions of Approval (Planning Commission Resolution 2025-06)
PROJECT APPLICANTS: Ricardo Alcantara and Laura Leindecker
LOCATION: 200 John St. APN: 541-220-006

EXHIBIT A
To Planning Commission Resolution 2025-06

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

Planning Division

1. The operation of a commercial indoor cannabis cultivation facility under Cannabis - Conditional Use Permit (CUP) PLN 24-0107 shall be in compliance with all federal, state, County and City laws, codes, regulations, and standards.

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

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

4. The Project permitted under Cannabis – CUP PLN 24-0107 shall commence operation within two (2) years from the date of this approval. The Community Development Director may, upon a written application being filed 30 days prior to expiration and for good cause, grant a one-time extension not to exceed 12 months (BMC 17.52.090). Upon granting of an extension, the Community Development Director shall ensure that the Cannabis – CUP complies with all current provisions of BMC Title 17.

5. A copy of the signed Resolution of approval and these conditions of approval imposed on Cannabis - CUP PLN 24-0107 shall be reproduced in legible form on the improvement plans and construction plans submitted for review and approval as required by the reviewing department.

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

7. The Applicant shall comply with all applicable provisions of the Banning Municipal Code (BMC), including but not limited to Chapter 17.53 (Cannabis - Conditional Use Permits), Title 17 (Zoning), and Chapter 5.35 (Cannabis Regulatory Permits), and all other applicable state and local laws.

8. The Applicant shall obtain and maintain the following permits/licenses prior to commencement of operations and throughout the life of the cannabis business:
   a. A valid Cannabis - Conditional Use Permit approved by the City Council.
   b. A valid Cannabis Regulatory Permit issued jointly by the City Manager and Chief of Police (BMC 17.53.020(B)(3)).
   c. A valid California state cannabis cultivation license (Department of Cannabis Control).
   d. A valid City of Banning business license.

9. Any material change, alteration, or modification to the premises or operation from what is approved herein shall require an amendment to this Cannabis - CUP, consistent with BMC 17.53.080(J).

10. The applicant shall be subject to inspection by City staff and law enforcement with 24 hours notice to ensure compliance with this approved CUP and applicable laws (BMC 17.53.080(L).

11. All commercial cannabis activity shall be conducted entirely within enclosed structures. No outdoor cultivation or storage of cannabis or related materials shall be permitted (BMC 17.53.080(A)).

12. The cannabis business shall not be located within 600 feet of any existing school (K–12), park, youth center, or day care center, as measured in a straight-line horizontal distance between property lines (BMC 17.53.080(B)).

13. The property shall be fully compliant with all applicable zoning and development standards, including but not limited to parking, landscaping, lighting, and screening requirements (BMC 17.53.080(E)).

14. Loading and unloading areas shall be located at the side or rear of the site and shall be screened by a solid, decorative wall (BMC 17.53.080(C). The Project Applicant shall submit to City staff for approval construction drawings on the type of screening prior to installation.

15. The hours of operation (6 AM – 10 PM daily) shall be limited to those approved through this CUP and shall not be changed without prior City approval (BMC 17.53.080(D)).

16. The permittee shall retain or contract for 24-hour on-site security personnel, in compliance with BMC 17.53.100(D).

17. A digital video surveillance system shall be installed and maintained as specified in BMC 17.53.100(E), including:
    a. 24/7 operation at a minimum resolution of 1280 x 720 pixels and 15 frames per second.
    b. Coverage of all entrances, exits, loading areas, and areas where cannabis is processed, stored, or destroyed.
    c. Minimum 90-day storage of footage with offsite backup or cloud capability.
    d. Remote access, tamper protection, and battery backup.

18. An audible interior and exterior alarm system monitored by a licensed security company shall be installed and maintained in accordance with BMC 17.53.100(F).

19. All points of ingress/egress shall be equipped with commercial-grade locks (BMC 17.53.100(C)).

20. All cannabis and cannabis products shall be stored securely, in locked areas only accessible to authorized staff (BMC 17.53.100(G)).

21. Exterior and interior lighting shall comply with the approved Lighting Plan and BMC 17.53.100(H) and shall provide minimum illumination necessary for security while avoiding light trespass on adjacent properties.

22. Business signage shall be limited to the name of the cannabis only, and shall contain no advertising or any companies, brands, products, goods, or services, and comply with BMC 17.53.120 and shall include at a minimum:
    a. “This site is not open to the public”
    b. “Retail sales of any goods and services are prohibited”
    c. “All Activities Monitored by Video Camera”
    d. “Limited Access Area – Authorized Personnel Only”
    e. “Smoking, vaporizing, ingesting, or otherwise consuming cannabis on these premises or in the vicinity is prohibited and a violation of the Banning Municipal Code”
    f. List the contact phone number and email of the business Community Relations Representative identified in Condition #31 below.

23. All employees, agents, officers, and volunteers of the cannabis business shall be at least 21 years of age, wear visible City-compliant ID badges, and be listed on the premises worker list (BMC 17.53.090(A)–(B)).

24. The cannabis business shall not be open to the general public. Any visitors to the cannabis business facility shall:
    a. Be at least 21 years of age
    b. Present valid government-issued ID
    c. Sign the visitor log, including their name, date of entry, and purpose of entry.
    d. Be escorted at all times
    e. Shall not engage in any commercial cannabis activity (BMC 17.53.090(C))

25. A manager shall be on site any time anyone other than security personnel is present (BMC 17.53.090(C)(4)).

26. The facility shall install and maintain a ventilation and filtration system compliant with the California Building Code and approved by the City Building Official that prevents odors from exiting the building (BMC 17.53.150). The Project Applicant shall install industry-standard carbon filters including double filtration measures to mitigate odor leaks and ensure odor containment.

27. Cannabis waste disposal shall comply with BMC 17.53.130, including:
    a. Chemical, dangerous, or hazardous wase, such as pesticides, solvents, and other chemicals, shall be disposed of consistent with federal, state, and local laws.
    b. Cannabis waste must be rendered unusable and unrecognizable.
    c. Waste must be stored in locked, secure trash receptacles and enclosures accessible only to authorized personnel or licensed haulers.

28. The premises and cannabis activities shall be maintained and conducted in a sanitary condition and shall have adequate access to bathrooms and hand-washing stations (BMC 17.53.140).

29. The business shall comply with the California Cannabis Track and Trace system required by Section 26067 of the Business and Professions Code utilizing seed-to-sale software capable of real-time inventory tracking and manifest generation (BMC 17.53.160(B)).

30. The operator shall make all records and systems available to the City upon request, including surveillance footage, personnel records, and inventory logs. The permittee shall endeavor to recruit and hire locally, and annually report employee residency data, including number persons employed from City of Banning and San Gorgonio Region.

31. The permittee shall designate a Community Relations Representative, staff member, or other representative whose contact information shall be provided to the City and all adjacent properties within 150-foot radius of the site. This person shall be the primary contact for complaints or concerns and shall become the designated person to receive and respond to operational matters (BMC 17.53.040(G)).

32. Prior to receiving a Certificate of Occupancy for the building and cannabis business, the property owner shall have an access easement approved by the City of Banning, Public Works Department and recorded onto the property. The agreement shall allow the development of a 40' wide access easement with a 24-foot-wide driveway off Galleher Way northward to the Project site compliant with the Public Works Street conditions below.

33. The business/operator/property owner shall provide the City, on a quarterly basis, a written report disclosing odor control, cannabis operation and community complaints received. The Project Applicant shall designate a Community Relations Representative to address project issues described in Condition of Approval #31 above.

34. The applicant/business/operator shall respond to odor or other operational complaints within 48 hours of receipt of a complaint. Documentation and details of such complaints shall be included in the required quarterly reports in Condition of Approval #33 above. Should the City receive three (3) complaints within a 90-day period, the City may initiate a compliance review, require updates to the odor abatement plan, or modification of this CUP at a public hearing.

Building Division

35. The proposed structure shall be designed per the current adopted building codes, which is currently 2022 California Building Code.

36. Structural plans and calculations shall be provided by a California licensed engineer or California licensed architect.

37. Clearly identify the distance from all property lines to the proposed buildings

38. All entrances and exterior ground-floor exit doors to buildings and facilities shall be made accessible to persons with disabilities. (CBC 11B-206.4.1)

39. Walks shall be a minimum of 48 inches in width with a maximum cross slope of 2% and a maximum slope in the direction of travel of 5%. Walks exceeding 5% shall conform to the requirements of a ramp. Curb ramps and truncated domes shall be detailed on the drawing plans. (CBC Section 11B-403.5.1)

40. Site development and grading shall be designed to provide access to all entrances and exterior ground floor exits, and access to normal paths of travel, and where necessary to provide access. Paths of travel shall incorporate landings, sidewalks, pedestrian ramps, curb ramps, etc. The accessible route of travel shall be the most practical direct route between accessible building entrances, site facilities, accessible parking and the accessibility entrance to the site. Where more than one route is provided, all routes must be accessible. (CBC Section 11B-206.2.1).

41. Please comply with California Green Building Standards Code Section 5.106.5.3 for required and future readily available EV Charging Stations. Also note there is a % of the EV charging stations that are required to be accessible and need to be on an accessible route. (CBC Section 11B-403.5.1)

42. Footings for CMU screen walls shall not be beyond the property lines.

43. The drawing plans and conditions shall be per the 2022 CBC.

44. Clearly identify distances to property lines on the site plan.

45. Provide an accessible path of travel from the street to the primary entrance. Identify all slopes and curb conditions along the accessible path of travel. Walks shall be a minimum of 48 inches in width with a maximum cross slope of 2% and a maximum slope in the direction of travel of 5%. Walks exceeding 5% shall conform to the requirements of a ramp. Curb ramps and truncated domes shall be detailed on the plans.

Electric Utility

46. A new Service Questionnaire will be required to determine the electrical demand of the project and to ensure the City of Banning Electric Utility (“BEU”) can provide safe and reliable service to the project. The Project Applicant shall submit a new Service Questionnaire and receive approval from the Public Works Department of required changes and upsizing of the electrical system prior to building permit issuance.

47. The Project Applicant shall be required to submit for panel upgrade/replacement a permit for proposed new 1200A service. A separate permit is required via SmartGOV.

48. BEU Plan Review Fee to be paid. The Project Applicant shall pay the BEU Plan Review Fee prior to receiving approval of a Cannabis – CUP.

Fire Division

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

49. Fire Protection Water Supplies/Fire Flow - Minimum fire flow for the construction of all buildings is required per CFC Appendix B. Prior to building permit issuance for new construction, the applicant shall provide documentation to show there exists a water system capable of delivering the required fire flow. Specific design features may increase or decrease the required fire flow.

    a. Will Serve Letters from the responsible water purveyor are required prior to a map recordation.

50. Fire Protection Water Supplies/Hydrants - The minimum number of fire hydrants required, as well as the location and spacing of fire hydrants, shall comply with CFC Appendix C and NFPA 24. Fire hydrants shall be located no more than 400 feet from all portions of the exterior of the building along an approved route on a fire apparatus access road, unless otherwise approved by the fire department. In areas where new water mains are extended along streets and hydrants are not needed for protection of structures, standard fire hydrants shall be provided at spacing not to exceed 1,000 feet along streets for transportation hazards. Fire hydrants shall be at least 40 feet from the building it is serving. A fire hydrant shall be located within 20 to 100 feet of the fire department connection for buildings protected with a fire sprinkler system. The size and number of outlets required for the approved fire hydrants are 4 x 2 x 2 (super hydrant). Reference CFC as amended and NFPA 24.

51. Fire Department Access - Fire apparatus access roads shall be provided within 150 feet of all exterior portions of buildings, unless otherwise approved by the fire department. Fire apparatus access roads shall have an unobstructed width of no less than 24 feet. Dead-end fire apparatus access roads exceeding 150 feet in length shall provide an approved turn around. The minimum required turning radius of a fire apparatus access road is 45 feet outside radius and 20 feet inside radius. The construction of the fire apparatus access roads shall be all weather and capable of sustaining 80,000 lbs. Unless otherwise approved, the grade of a fire apparatus access road shall not exceed 16 percent and the cross slope shall not exceed 2.5 percent. The angles of approach and departure for fire apparatus access roads shall be a maximum of 6 percent grade change for 25 feet of approach/departure. Reference CFC as amended and Riverside County Fire Department Policies and Standards.

    a. Fire Lane marking: Identification and marking of fire lanes, including curb details and signage, shall comply with RVC Guideline OFM-01A.

52. Fire Department Access Turn Around On-parcel dead-end fire apparatus access roads exceeding 150 feet in length shall provide a bulb turnaround at the terminus measuring a minimum of 45 feet outside radius and 24 feet inside radius. Parallel parking around the

perimeter of the bulb is acceptable provided the bulb outside turning radius is increased by 8 feet. In-lieu of a bulb, a hammer-head type turnaround is acceptable where the top of the T dimension is 124 feet with the stem in the center. Additional turnaround designs may be acceptable as approved by the Fire Department. Reference CFC as amended and Riverside County Fire Department Policies and Standards OFM1A.

53. Fire Department Building Construction Plan Review - Submittal of construction plans to the Fire Department will be required. Final fire and life safety conditions will be addressed when the Fire Department reviews the plans. These conditions will be based on California Fire Code, California Building Code (CBC), and related codes/standards adopted at the time of construction plan submittal. Reference CFC as amended.

54. Fire Sprinkler System - All new commercial buildings and structures 3,600 square feet or larger will be required to install a fire sprinkler system. Reference CFC as amended.

55. Fire Alarm and Detection System - A water flow monitoring system and/or fire alarm system may be required as determined at time of building construction plan review.
Reference CFC as amended.

56. Cannabis Facilities - Deferred submittals shall be required for Carbon Dioxide Gas Enrichments Systems and Plant Processing/Extraction Systems. Reference CFC as amended per Riverside County Fire Department Policies and Standards.

57. Traffic Calming Devices - Requests for installation of traffic calming designs/devices on fire apparatus access roads shall be submitted and approved by the Fire Code Official. Reference CFC as amended.

58. Gate Access - All electronically operated gates shall be provided with Knox key switches and automatic sensors for access. These gates shall be provided with access to gate equipment or another method to open the gate if there is a power failure. (Manual gates shall not be locked unless a Knox padlock or Knox Box containing the key to the lock is installed in an approved location on the approach side of the gate). A pedestrian gate, if used to provide access, shall be a minimum 3 feet wide and provided with a Knox Box/Padlock if locked. Reference CFC as amended.

59. Fire Department Access Doors If high piled storage will be utilized in the building, Fire Department Access Doors may be required every 150 feet along all portions of the interior of the building that are along the fire apparatus access road. Reference CFC as amended.

60. Water Plans - If fire hydrants are required to be installed, applicant/developer shall furnish the water system fire hydrant plans to the Fire Department for review and approval prior to building permit issuance. Plans shall be signed by a registered civil engineer, and shall confirm hydrant type, location, spacing, and minimum fire flow. Once plans are signed and approved by the local water authority, the originals shall be presented to the Fire Department for review and approval. Reference CFC as amended.

Public Works Department

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

General Conditions

COA #	Condition of Approval	Completion Milestone	Status
PW.General.01	The subject property shall substantially conform to the approved Conditional Use Permit. The City Engineer may approve minor design modifications to the project plans during the plan check process, if such modifications conform to the provisions of the Banning Municipal Code. Substantial changes shall not be permitted except upon application for, and approval of modification of this entitlement in compliance with all applicable procedures and requirements.	Informational	
PW.General.02	All Ordinances, Policy Resolutions, and Standards of the City in effect at the time this project is approved shall be complied with as a condition of this approval.	Informational	
PW.General.03	All applicable mitigation measures specified in the approved Technical Studies shall be incorporated as conditions of approval for this project and shall be addressed to the satisfaction of the Public Works Director and City Engineer.	Informational	
PW.General.04	The applicant shall comply with the approved site plan, the preliminary grading plan, and other relevant documents approved during project entitlement. Any significant omission to the representation of the site conditions may require the plans to be resubmitted for further review and revision.	Informational	
PW.General.05	An Encroachment Permit shall be required prior to commencement of any work within the public right-of-way. The contractor working within the public right-of-way shall submit proof of a Class “A” State Contractor’s License, City of Banning Business License, and Liability Insurance.	Informational	
PW.General.06	The applicant is responsible for resolving any conflicts with existing or proposed easements. All easement(s) of record and proposed easements shall be shown on the final map, grading plan, and improvement plans where applicable.	Informational	
PW.General.07	Where survey monuments exist, such monuments shall be protected or shall be referenced and reset, pursuant to the Business and Professions Code, Sections 8700 to 8805 (Land Surveyors Act)	Informational	
PW.General.08	All future utility systems including gas, electric, telephone, water, sewer, and cable TV, shall be provided for underground, with easements provided as required, and designed and constructed in accordance with City codes and the utility provider. Telephone, cable TV, and/or security systems shall be pre-wired.	Informational	

COA #	Condition of Approval	Completion Milestone	Status
PW.General.09	Any existing public improvements, or public improvements not accepted by the City that are damaged during construction shall be removed and replaced as determined by the City Engineer or his/her representative.	Informational	
PW.General.10	All precautions shall be taken to prevent washouts, undermining and subsurface ponding, caused by rain or runoff to all surface structures (curbs, gutters, sidewalks, paving, etc.). The Engineering Division may order repair, removal and replacement, extra compaction tests, load tests, etc. or any combination thereof for any such structure that was damaged or appears to have been damaged. All of the additional work, testing, etc., shall be at the expense of the Applicant.	Informational	
PW.General.11	Prior to the release of surety and upon completion of construction, the Applicant shall furnish the City with reproducible record drawings on Mylar film of all improvement plans that were approved by the City Engineer. Each sheet shall be clearly marked "As-Built" or "As-Constructed" and shall be stamped and signed by the engineer or surveyor certifying the accuracy and completeness of the drawings. The applicant shall have all AutoCAD files submitted to the City, revised to reflect the “As-Built” conditions	Informational	

Reports, Agreements and Certifications

The following is a non-inclusive list of items that may be required by the Public Works Department. Unless otherwise authorized in writing by the City Engineer, plans shall utilize the minimum scale specified and shall be drawn on 24”x36” sized paper. Plans should be drawn at a larger scale if additional detail and/or clarity is desired (Note: The applicant may be required to prepare other improvement plans not listed here pursuant to improvement required by other agencies and utility purveyors). Other engineered improvement plans prepared for City approval that are not listed herein shall be prepared in formats approved by the City Engineer prior to commencing plan preparation.
All required plans and studies shall be prepared by a Registered Professional Engineer, Registered Professional Geologist. Registered Professional Landscape Architect or Registered Professional Surveyor in the State of California and submitted to the Public Works Department for review and approval.
The design of public infrastructure elements shall conform to the requirements of these Conditions of Approval, City General Plan, City/Regional Master Plans, City of Banning Grading Manual, City of Banning codes/standards, Standard Specifications for Public Works Construction (current edition), and Caltrans Standards and Specifications at no cost to any governmental agency as required by the City Engineer.
The design of private grading and improvements outside of public right of way shall comply with the City of Banning Grading Manual, Title 18 of the City of Banning Municipal Code, California Building Code, State Water Resources Control Board orders, rules, and regulations, and City of Banning standards and practices.
All off-site plan and profile, street improvement plans, and signing and striping plans shall show all existing improvements for a minimum distance of 200 feet beyond the project limits, and to a distance sufficient to show any required design transitions.
An index map shall be provided on the title sheet of all plan sets showing the overall view of the entire work area.
All plans shall be complete, to the satisfaction of the City Engineer, prior to final map recordation and determination of surety estimates.

Permit Type	**Plan Set**	**Scale**	**Notes**
Grading	Precise Grading Plan	1" = 20'	
	Erosion and Sediment Control	1" = 40'	Shall be included with any grading plan
Encroachment	Street Improvements	1" = 40' Horiz/ 1" = 4' Vertical	
	Potable Water Plan	1" = 40' Horiz/ 1" = 4' Vertical	
	Sewer Plan	1" = 40' Horiz/ 1" = 4' Vertical	
Survey	Easement Dedications		
	Record of Survey		If necessary
Technical	Geotechnical Report		For pavement sections
Studies			
Permits and	Permission to Grade		
Agreements			

Mapping/Survey

COA #	Condition of Approval	Completion Milestone	Status
PW.Map.01	Prior to issuance of any permit(s), the applicant shall acquire or confer property rights necessary for the construction or proper functioning of the proposed project/development. Conferred rights may include right-of-way dedications, irrevocable offers to dedicate or grant of easements to the City for emergency services, maintenance, utilities, storm drain facilities, or temporary construction purposes including the reconstruction of essential improvements as directed by the City Engineer. All costs associated with acquiring rights-of-way or easements shall be borne by the applicant.	Informational	
PW.Map.02	During the improvement plan checking process, turning radius template checks shall be submitted for access to all storm drain facilities, open space, and other utility easements that are accessed from a publicly accessible paved street. These templates shall clearly show that the easements are sufficient for full access under emergency conditions. The City of Banning's review of the easements shall include appropriateness of the vehicle turning radius, easement slopes and easement widths. Additional easement widths shall be required when the design vehicle is likely to use outriggers or other means of load stabilization.	Informational	

COA #	Condition of Approval	Completion Milestone	Status
PW.Map.03	All public facilities including sewer, water, reclaimed water and drainage shall be located in a public right of way or public utility easement. All easements shall meet minimum width and access requirements as mandated by the City or governing agency.	Informational	
PW.Map.04	Submit a copy of the title report, closure calculations, and any separate instruments or necessary right-of-way documents to the Engineering Division prior to final map approval.	Informational	
PW.Map.05	The Applicant shall be responsible for research on private utility lines (Gas, Edison, Telephone, Cable, Internet, etc.) to ensure there are no conflicts with site development. All existing on-site utility lines that conflict with this project shall be relocated, removed, or sealed to the satisfaction of the City Engineer.	Informational	
PW.Map.06	The applicant shall not grant any easements over any property subject to a requirement of dedication or irrevocable offer of dedication to the City of Banning unless such easements are expressly made subordinate to the easements to be offered for dedication to the City or RCFCD or unless such easements do not conflict with the City's or RCFCD's intended purposes or uses. Prior to granting any of said easements, the applicant shall furnish a copy of the proposed easement to the City Engineer for review and approval. Further, a copy of the approved easement shall be furnished to the City Engineer prior to the issuance of any certificate of use and/or occupancy.	Informational	
PW.Map.07	The applicant, at its sole expense, shall obtain all right of way or easement acquisitions necessary to implement any portion of condition of this project, including public improvements, off-site grading and construction, offsite street requirements, offsite public utility requirements, storm drain improvements, or any other requirement of these conditions.	Prior to Issuance of any Construction Permit	
PW.Map.08	The applicant shall provide an easement over, across, and which provides ingress and egress to all private water quality, stormwater, drainage basins, public water facilities, public sewer facilities, public electric facilities, and fire department access to be dedicated to the City, for ingress, egress, and right to inspect, repair, remove, and replace unless otherwise directed by the City Engineer.	Prior to Issuance of any Construction Permit	
PW.Map.09	The Applicant shall dedicate right-of-way along Galleher Way to provide for a standard 10' parkway, and necessary right of way to permit for a City of Banning standard Commercial Driveway to be constructed.	Prior to Issuance of any Construction Permit	
PW.Map.10	Legal descriptions and plans of street dedication shall be provided to the Engineering Division for review and approval before acceptance by the City Council and recorded by the County of Riverside.	Prior to Issuance of any Construction Permit	

Grading

COA #	Condition of Approval	Completion Milestone	Status
PW.Grade.01	The applicant shall comply with Title 18 of the Banning Municipal Code "Grading, Erosion, and Sediment Control", the City of Banning Grading Manual, California Building Code related to excavation and grading, and State Water Resources Control Board orders, rules, and regulations.	Informational	
PW.Grade.02	Grading work shall be balanced on-site, wherever possible. If export is required as a result of the final grading plan, then measures will be taken to be in compliance with the applicable City of Banning Ordinances at time of final grading plan approval.	Informational	
PW.Grade.03	The project grading shall be designed in a manner that perpetuates the existing natural drainage patterns with respect to tributary drainage areas, outlet points and outlet conditions. Otherwise, a drainage easement shall be obtained for the release of concentrated or diverted storm flows. The project shall accept and convey storm flows from the adjacent property within the property boundaries, or within drainage devices and easements obtained by the applicant.	Informational	
PW.Grade.04	A Grading Plan and Erosion Control Plan shall be submitted to the City Engineer for review and approval.	Prior to Issuance of a Grading Permit	
PW.Grade.05	Detailed grading plans shall be prepared and approved by the City prior to any on-site grading for the project.	Prior to Issuance of a Grading Permit	
PW.Grade.06	Prepare an erosion control plan that provides the developed phases with the required flood protection. Flood protection shall be determined by the size of the undeveloped areas and the flow patterns.	Prior to Issuance of a Grading Permit	
PW.Grade.07	A soils report and geotechnical study shall be submitted in conjunction with the grading plan with further analyses of on-site soil conditions and appropriate measures to control erosion and dust. Any issues or recommendations provided in the report shall be addressed to the satisfaction of the City Engineer. The responsible geotechnical engineer shall sign and stamp all grading plans indicating the plan complies with the recommendations of the comprehensive soils and geotechnical report.	Prior to Issuance of a Grading Permit	

COA #	Condition of Approval	Completion Milestone	Status
PW.Grade.08	For construction activities including clearing, grading or excavation of land that disturbs one (1) acre or more of land, or that disturbs less than one (1) acre of land, but which is a part of a construction project that encompasses more than one (1) acre of land, the applicant shall be required to submit a Storm Water Pollution Protection Plan (SWPPP) and file a Notice of Intent (NOI) with the Regional Water Quality Control Board (RWQCB). The applicant shall provide proof that the SWPPP has been approved by the RWQCB prior to issuance of any permits. The applicant shall ensure that the required SWPPP is available for inspection at the project site at all times through and including acceptance of all improvements by the City. The applicant's SWPPP shall include provisions for all of the following Best Management Practices ("BMPs"): • Temporary Soil Stabilization (erosion control). • Temporary Sediment Control. • Wind Erosion Control. • Tracking Control. • Non-Storm Water Management. • Waste Management and Materials Pollution Control. All erosion and sediment control BMPs proposed by the applicant shall be designed using the CASQA BMP handbook and approved by the City Engineer prior to any onsite or offsite grading, pursuant to this project. The approved SWPPP and BMPs shall remain in effect for the entire duration of project construction until all improvements are completed and accepted by the City.	Prior to Issuance of a Grading Permit	N/A, under one acre disturbed ?
PW.Grade.09	Construction documents shall include language that requires all construction contractors to strictly control the staging of construction equipment and the cleanliness of construction equipment stored or driven beyond the limits of the construction work area. Construction equipment shall be parked and staged within the project site. Staging areas shall be screened from view from adjacent properties. Vehicles shall be kept clean and free of mud and dust before leaving the development site. Surrounding streets shall be swept daily and maintained free of dirt and debris.	Prior to Issuance of a Grading Permit	
PW.Grade.10	A precise grading plan shall be submitted to the City Engineer for review and approval. A grading permit shall be obtained prior to commencement of any grading activity.	Prior to Issuance of a Grading Permit	
PW.Grade.11	The applicant shall provide a Final Grade Certification. The certification shall be stamped and signed by a licensed civil engineer or land surveyor and shall show actual building setbacks, swales, draiange devices, and other items shown in conformance with the approved Precise Grading Plan.	Prior to Certificate of Occupancy	

Stormwater/Water Quality

COA #	Condition of Approval	Completion Milestone	Status
PW.Storm.01	The applicant shall comply with Chapter 13.24 "Stormwater Management Systems" of the Banning Municipal Code.	Informational	
PW.Storm.02	Trash Capture Devices are designed to keep trash, sediment, and debris from entering the City's storm sewer system including its' curb and gutters. The proposed project is in a "Priority Land Use" area (defined as: high-density residential areas (starting from 10 dwellings units/acre), Industrial areas (manufacturers, storage warehouses, distribution centers, junkyards), Commercial areas (populated consumer areas where goods and services are exchanged), Mixed-use areas (areas where high-density residential, industrial, and commercial intermix), and Public Transportation areas (property drains to or from bus stops)). Therefore, the developer shall install, operate, and maintain a "Full Capture" trash treatment control device for all storm drain systems (catch basins, inlets, etc.) on the property that capture runoff from the Priority Land Use area to comply with Trash Amendments/Provisions as defined by the SWRCB. The full capture system/device shall be selected from the SWRCB's approved Certified "Full Capture Systems" list and shall also be approved by the City Engineer. If the project does not require a WQMP but is in a "Priority Land Use" area, a BMP Maintenance Agreement shall be prepared and executed with the City to ensure proper operation and maintenance of the full capture system/device and an annual self-inspection report shall be submitted to the Engineering Division.	Prior to the Issuance of a Grading Permit	
PW.Storm.03	The applicant shall identify and include in its improvement plans structural and non-structural Best Management Practices (BMP's) as outlined in these Conditions of Approval.	Prior to the Issuance of a Grading Permit	
PW.Storm.04	The applicant shall execute a Stormwater Management Facilities Agreement on terms agreed to by the parties guaranteeing the maintenance of stormwater pollution controls. Said agreement shall be recorded with the Riverside County Recorder and run with the land.	Prior to the Issuance of a Grading Permit	
PW.Storm.05	The applicant shall provide their SIC code to the Engineering Division to determine if a SWRCB issued Industrial General Permit will be required.	Prior to Occupancy	
PW.Storm.06	A NPDES/Industrial Waste Inspection performed by the Public Works Dept. will be required and the Fee paid for prior to the issuance of the Certificate of Occupancy.	Prior to Occupancy	

COA #	Condition of Approval	Completion Milestone	Status
PW.Storm.07	Ensure that Good Housekeeping Best Management Practices, described in the CASQA BMP Handbook (erosion, sediment, and trash controls) are used during construction and on a regular basis once operational, to prevent potential pollutants from entering the storm drain system to meet NPDES requirements. Once operational, Soure Control good housekeeping BMPs include; - SC-11, Spill Prevention, Control and Cleanup (including a SPCC Plan) - SC-43 Parking Area Maintenance - SC-60, Housekeeping Practices There shall be no outdoor storage of materials, and the good housekeeping BMPs shall be met. Violation these requirements may lead to the CUP being revoked.	Prior to Occupancy	

Streets and Traffic

COA #	Condition of Approval	Completion Milestone	Status
PW.Street.01	All street designs shall comply with City of Banning standard drawings where available. If no City standard is available applicant may select standards in the following order: 1 - City of Banning Standards 2 - Riverside County Standard Drawings 3 - 'Greenbook' Standard Drawings 4 - Caltrans Standard Drawing 5 - Other published standards, subject to approval from the City Engineer. Any standard drawing other than City of Banning standards shall be included on the improvement plan set as reference.	Informational	
PW.Street.02	Any public improvements damaged during the course of construction shall be replaced to the satisfaction of the City Engineer, or his/her designee.	Informational	
PW.Street.03	Grading and excavations in the public right-of-way shall be supplemented with a soils and geology report prepared by a professional engineer or geologist licensed by the State of California.	Informational	
PW.Street.04	Applicant's geotechnical engineer shall provide the design of the pavement section and field measured "R-Values" based upon the Caltrans Method.	Informational	
PW.Street.05	Street pavement design shall take into account the subgrade soil strength, the projected traffic loading, and have a design life of 20 years.	Informational	
PW.Street.06	Minimum AC Thickness for any roadway shall be 4" AC, completed in 2 lifts. Final lift shall be a 0.15-foot cap completed after onsite construction is completed.	Informational	
PW.Street.07	A minimum width of 20 feet for a paved or all weather emergency access.	Informational	

COA #	Condition of Approval	Completion Milestone	Status
PW.Street.08	In accordance with the California Building Code, Title 24, and the requirements of the Americans with Disabilities Act (ADA), facilities for disabled persons shall be constructed in locations specified by the City Engineer (i.e., accessible paths of travel, curb ramps, etc.).	Informational	
PW.Street.09	Parking areas shall be designed and improved with grades not to exceed five percent slope. All applicable ADA standards will be adhered to.	Informational	
PW.Street.10	ADA Ramps shall comply with City of Banning Standards and PROWAG guidelines, whichever is stricter.	Informational	
PW.Street.11	Access drives to the public right-of-way shall be restricted to those approved by the City Engineer as shown on the approved plans.	Informational	
PW.Street.12	Commercial/Industrial driveway grades shall not exceed eight percent unless approved by the City Engineer.	Informational	
PW.Street.13	**Galleher Way**: Construct parkway improvements for LOCAL COLLECTOR roadway per City of Banning Standard ST-100 including the following: Driveways, Sidewalk, Parkway Landscaping	Informational	
PW.Street.14	Applicant shall submit and obtain written approval from the City Fire Marshall for the plans for all public or private access drives or streets. The plans shall include plan view and sectional views and indicate the grade and width of the road measured from flow-line to flow-line. When a dead end access exceeds 150-feet or when otherwise required, a clearly marked fire apparatus access turnaround must be provided and approved by the City Fire Marshall. Applicable covenant, conditions or restrictions (CC&R's) or other approved documents shall contain provisions which prohibit obstructions such as speed bumps/humps, control gates, or other modifications within said easement or access road unless prior approval from the Fire Marshall is granted.	Prior to the Issuance of an Encroachment Permit	
PW Street 15	Applicant shall prepare improvement plans for review from the Public Works Department for construction of remaining parkway improvements.	Prior to the Issuance of an Encroachment Permit	
PW.Street.16	All fire hydrants shall have a blue reflective pavement marker indicating the hydrant location on the street/access driveway as approved by the Fire Marshall and must be maintained in good condition by the property owner until the street is accepted for maintenance.	Prior to Certificate of Occupancy	
PW.Street.17	All required public improvements for the project shall be completed, tested, and approved by City of Banning and/or other governing agency to the satisfaction of the City Engineer or their designee.	Prior to Certificate of Occupancy	
PW.Street.18	Applicant shall make pavement repairs necessary to mitigate the impacts of project construction traffic on all affected existing streets.	Prior to Release of Surety	

Solid Waste/Refuse

COA #	Condition of Approval	Completion Milestone	Status
PW.Refuse.01	Effective January 1, 2022, all businesses shall subscribe to City's three-container (trash, recycling, organics), Collection Services per Banning Municipal Code, Title 8.28, "Garbage Collection and Disposal" unless a City approved exemption is granted. Information on the program is available on the City of Banning website and made available at the following link: https://library.municode.com/ca/banning/codes/code_of_ordinances.	Informational	
PW.Refuse.02	Applicants are required to use the City's exclusive franchise hauler (Waste Management) unless otherwise approved in writing by the Public Works Department.	Informational	
PW.Refuse.03	Construction debris shall be disposed of at a certified recycling site. It is the responsibility of the developer to contact the City's franchised solid waste hauler, Waste Management of the Inland Valley, at 1-800-423-9986 for disposal of construction debris.	Informational	
PW.Refuse.04	Applicants are encouraged to review the referenced sections in the 2022 California Green Building Standard Code:https://calgreenenergyservices.com/wp/wp-content/uploads/2019_california_green_code.pdf	Informational	
PW.Refuse.05	Cannabis waste material shall be handled separate of solid waste collection services (trash, recyclable, organics) unless alternative disposal method approved by the State or Federal government.	Informational	
PW.Refuse.06	Cannabis waste material shall be housed in a locking enclosure that is not accessible to unauthorized individuals including the public.	Informational	
PW.Refuse.07	Facilities shall implement an approved plan with the Department of Cannabis or State/Federal approve department.	Informational	
PW.Refuse.08	The developer shall participate in the City's recycling and diversion programs by providing a solid waste enclosure to accommodate necessary solid waste containers. Trash enclosure must meet City of Banning Trash Enclosure guidelines.	Prior to Building Permit	
PW.Refuse.09	All new development projects including, but not limited to, industrial and business buildings and facilities, as well as multi-family complexes shall provide a solid waste enclosure to accommodate trash, recycle and organics waste bins and/or containers. Solid waste enclosures for multiple tenant properties, such as a shopping center, must design the enclosure to accommodate all waste containers of the property.	Prior to Building Permit	
PW.Refuse.10	Properties that are being renovated and that do not have an existing solid waste enclosure must identify a suitable location and include a solid waste enclosure to house trash, recycling and organics bins and/or containers with the renovation plan submittal.	Prior to Building Permit	
PW.Refuse.11	Solid waste enclosures shall be located on the site to be serviced.	Prior to Building Permit	

COA #	Condition of Approval	Completion Milestone	Status
PW.Refuse.12	The enclosure shall be designed for the exclusive use of housing solid waste containers including trash, recyclable and organics materials.	Prior to Building Permit	
PW.Refuse.13	Enclosures shall be lockable and/or contain locking bins. Locking mechanisms on enclosures and/or bins shall be approved by the City of Banning Solid Waste Franchise Hauler.	Prior to Building Permit	
PW.Refuse.14	Pursuant to CAL Green Building Standards Code section code 5.408. Construction and demolition wastes must be recycled and or salvaged for a reuse minimum of 65% of nonhazardous construction demolition waste materials. All projects require construction waste reduction, disposal and recycling services that comply with the 2019 California Green Building Standards Code (CALGreen) as described in the Non-Residential (5.408).	Prior to Certificate of Occupancy	
PW.Refuse.15	187. Applicants shall submit a Construction and Demolition Waste Diversion Reporting Form to the City's Solid Waste Program Coordinator upon completion of the project to obtain diversion approval prior to final sign-off. Contact the Environmental Program Coordinator at refuse@banningca.gov or 951.922.3193 for further details and to obtain a report form template.	Prior to Certificate of Occupancy	

Potable Water

COA #	Condition of Approval	Completion Milestone	Status
PW.Wat.01	All public potable water improvements shall be constructed per City of Banning Standards and Specifications, Standard Specifications for Public Works Construction, current edition, or as otherwise approved in writing by the City Engineer.	Informational	
PW.Wat.02	All private potable water improvement shall be designed and constructed per California Building Code, California Plumbing Code, and California Fire Code, latest editions. All private improvements shall be concurrently reviewed by the Building and Safety Department.	Informational	
PW.Wat.03	All private fire suppression systems shall be reviewed and approved by the City Fire Marshall.	Informational	
PW.Wat.04	Applicant shall submit a utility plan, showing proposed water service connection sizes and locations, including separate laterals for irrigation and fire protection. Both the domestic and irrigation water services will require the installation of a RP backflow protection device.	Informational	
PW.Wat.05	Applicant shall install a fire service with a RPDA backflow protection device. Private fire hydrants shall be painted red, and approval of location and materials to be coordinated with the Fire Department.	Informational	
PW.Wat.06	Applicant shall provide a detailed hydraulic analysis report to justify meter sizing and demonstrate adequate pressures throughout the project's water system during max day demand (MDD) with fire flow conditions to the satisfaction of the City Engineer.	Informational	

COA #	Condition of Approval	Completion Milestone	Status
PW.Wat.07	Applicant shall install a backflow device on all common-area buildings and at each irrigation water connection. The backflow device must be in compliance with City of Banning standards and specifications.	Informational	
PW.Wat.08	All water mains shall be looped whenever feasible, and dead-end water mains shall be provided with fire hydrants and auto-flush systems that delineates to the storm drain.	Informational	
PW.Wat.09	A water improvement plan shall be submitted showing the water lateral size and location within the public right of way.	Prior to Encroachment Permit	
PW.Wat.10	Applicant shall make pipeline repairs necessary as identified by the City Engineer or City Inspector for City acceptance of facilities.	Prior to Certificate of Occupancy	
PW.Wat.11	Applicant shall provide GIS shape files for all sewer lines and appurtenances including service laterals to the Public Works Department for inclusion in the GIS Database.	Prior to Certificate of Occupancy	

Sewer

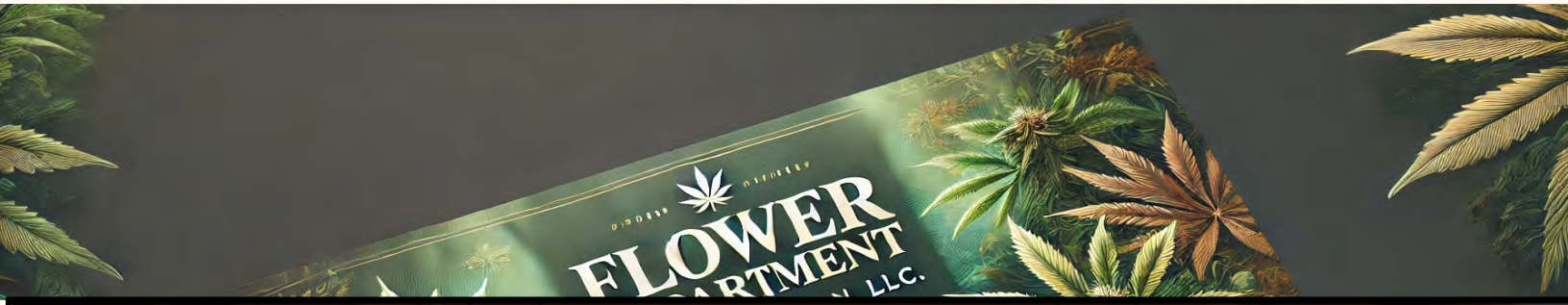
COA #	Condition of Approval	Completion Milestone	Status
PW.Sew.01	All public sewer improvements shall be constructed per City of Banning Standards and Specifications, Standard Specifications for Public Works Construction, current edition, or as otherwise approved in writing by the City Engineer.	Informational	
PW.Sew.02	Applicant shall install facilities within public rights of way. Where public right of way is not available, applicant shall provide easement rights to the City of Banning covering existing and proposed facilities necessary for the project.	Informational	
PW.Sew.03	Applicant shall fill out and submit an Industrial User Survey form and comply with the City's FOG/Industrial Waste Program.	Prior to Encroachment Permit	
PW.Sew.04	Each property shall have its own sewer lateral and shall be PVC SDR 26.	Informational	
PW.Sew.05	A sewer check valve shall be provided for each building with a finish pad elevation lower than the rim elevation of the immediate up-stream sewer manhole.	Informational	
PW.Sew.06	A sewer improvement plan shall be submitted showing the sewer lateral size and location within the public right of way.	Prior to Encroachment Permit	
PW.Sew.07	Applicant shall make pipeline repairs necessary as identified by the City Engineer or City Inspector for City acceptance of facilities.	Prior to Certificate of Occupancy	
PW.Sew.08	Applicant shall provide GIS shape files for all sewer lines and appurtenances including service laterals to the Public Works Department for inclusion in the GIS Database.	Prior to Certificate of Occupancy	

Fees

COA #	Condition of Approval	Completion Milestone	Status
PW.Fees.01	All fees must be paid in full at the thresholds identified below. Plan check fees for professional report review and all improvement plan reviews shall be paid at the time of submittal of said documents in accordance with the fee schedule in effect at the time of the submittal.	Informational	
PW.Fees.02	Applications submitted without full payment of fees are deemed incomplete. Plan review will not commence until all fees are paid.	Informational	
PW.Fees.03	Evidence of paid fees to agencies outside the City of Banning is required prior to the issuance of any applicable permit.	Informational	
PW.Fees.04	Public Works Grading Permit fees (including fees for NPDES inspections) shall be paid prior to the issuance of any permits in accordance with the fee schedule in effect at the time of scheduling.	Prior to Grading Permit	
PW.Fees.05	Public Works Encroachment Permit and Inspection fees shall be paid prior to the issuance of any permits in accordance with the fee schedule in effect at the time of scheduling.	Prior to Encroachment Permit	
PW.Fees.06	Water Meter fees and installation fees shall be paid in full prior to installation of any water meter in accordance with the fee schedule in effect at that time.	Prior to Installation	
PW.Fees.07	Water connection fees shall be paid in accordance with the fee schedule in effect at that time.	Prior to Building Final/C of O	
PW.Fees.08	Sewer connection fees shall be paid in accordance with the fee schedule in effect at that time.	Prior to Building Final/C of O	
PW.Fees.09	Traffic Impact fees shall be paid in accordance with the fee schedule in effect at that time.	Prior to Building Final/C of O	

** END**

FLOWER DEPT, LLC



Cannabis Conditional Use Permit Application

This document contains a comprehensive Cannabis Conditional Use Permit Application for Flower Dept, LLC. It covers all aspects required for obtaining a permit to operate a cannabis cultivation business in Banning, California, including business plans, security measures, inventory control, waste management, and compliance with local and state regulations.

Application Components and Business Information

The Cannabis Conditional Use Permit Application includes the following key components:

- Regulatory Permit Application
- Operating and Business Plan
- Corporate Entity Documents
- List of Fictitious Business Names
- Legal Name of the Applicant
- 24-Hour Contact Information
- Business Trade Name (if applicable)
- List of Licenses Held by Owners
- Disclosure of Past License Denial
- Premise Information
- Cannabis Business FEIN Number
- Complete List of Every Owner
- List of Owners Authorized to Carry Weapons

Flower Dept, LLC is the legal name of the applicant. The company does not currently operate under any fictitious business names. The 24-hour contact for the business is Owner Antonio Simeone, reachable at (213) 479-7601, 1simeonegroup@gmail.com.

Ownership

The owners of Flower Dept, LLC are:

- Antonio Simeone
- Kenneth Brymer
- Victor Quezada

Licenses

Owners Antonio Simeone and Kenneth Brymer are listed on an existing cannabis license. Victor Quezada has no other licenses.

Premise

The proposed cultivation facility is located at:

200 John St.
Banning, CA 92220
APN: 541-220-006

Facility and Operations Plans

Flower Dept, LLC has developed comprehensive plans for the design and operation of its cannabis cultivation facility:

1 Facility Design

The facility will utilize 80% of its square footage for canopy and 20% for ancillary uses such as drying, trimming, packaging, storage, employee areas, and security. The cultivation space will be divided into six individual grow rooms for environmental control and staggered harvests.

2 Cultivation Methods

The company will employ indoor cultivation techniques using LED and double-ended HID lighting technology. A perpetual harvest cycle will be used to maintain a steady supply of flowering plants and end products.

3 Environmental Controls

Advanced HVAC systems and environmental monitoring will be implemented to maintain optimal growing conditions. Energy-efficient equipment and practices will be utilized to minimize environmental impact.

4 Quality Control

Strict quality control measures will be in place throughout the cultivation process, including regular inspections, testing, and adherence to Good Agricultural Practices.

Security Plan

Flower Dept, LLC has developed a comprehensive security plan to ensure the safety of employees, products, and the surrounding community. Key components include:

1

Video Surveillance

A professional-grade video surveillance system will operate 24/7, covering all areas of the facility including entrances, exits, and limited access areas. Cameras will have a minimum resolution of 1280 x 720 pixels and record at least 15 frames per second. Recordings will be stored securely for a minimum of 90 days.

2

Access Control

The facility will use a proximity card and PIN code system to control access to different areas. Two-factor authentication will be required for highly restricted areas. All employees will wear identification badges, and visitors will be logged and escorted at all times.

3

Alarm Systems

A professionally monitored burglar and fire alarm system will be installed, with sensors at all entry points and motion detectors throughout the facility. The system will be tested monthly and have battery backup power.

4

On-Site Security Personnel

Licensed security guards will be present 24/7 to monitor the premises, conduct patrols, and respond to any security incidents. Guards will be trained in conflict resolution and emergency procedures.

5

Secure Storage

All cannabis products will be stored in a secure vault or safe when not in active use. The storage areas will have additional access controls and be monitored by dedicated cameras.

Inventory Control and Waste Management

Flower Dept, LLC will implement robust inventory control and waste management procedures to ensure compliance with state regulations and prevent diversion:

1 Track and Trace System

The company will use METRC, the state-mandated track and trace system, to monitor all cannabis from seed to sale. This will be integrated with internal inventory management software for real-time tracking and reporting.

2 Regular Audits

Physical inventory counts will be conducted weekly, with full audits performed monthly and annually. Any discrepancies will be immediately investigated and reported to the appropriate authorities if necessary.

3 Waste Management

All cannabis waste will be rendered unusable and unrecognizable before disposal. This process will be documented in the track and trace system and performed under video surveillance. Only approved waste management companies will be used for final disposal.

4 Employee Training

All employees will receive comprehensive training on inventory control procedures, waste management protocols, and the importance of preventing diversion. Regular refresher courses will be provided to ensure ongoing compliance.

Odor Control and Environmental Impact

Flower Dept, LLC is committed to minimizing its environmental impact and preventing any nuisance to the surrounding community. The company has developed the following plans:

1 Odor Control System

A state-of-the-art odor control system using activated carbon filters will be installed throughout the facility. This system will operate 24/7 to ensure no cannabis odors are detectable outside the premises.

2 Energy Efficiency

The facility will use energy-efficient LED lighting and HVAC systems. A plan to operate 50% of the facility during off-peak hours will reduce demand on the power grid and lower energy costs.

3 Water Conservation

Water-efficient irrigation systems and reclamation techniques will be employed to minimize water usage. The company will work with local water authorities to ensure responsible consumption.

4 Waste Reduction

In addition to proper cannabis waste management, the company will implement recycling programs and seek to minimize overall waste production in its operations.

Community Relations and Economic Impact

Flower Dept, LLC is committed to being a positive force in the Banning community. The company has outlined the following initiatives:

1 Local Hiring

The company will prioritize hiring local residents for all positions, providing job opportunities and economic growth for the community.

2 Tax Contributions

As a legal cannabis business, Flower Dept, LLC will contribute significant tax revenue to support local services and infrastructure.

3 Community Engagement

The company will actively participate in local events, support community organizations, and maintain open lines of communication with neighbors and city officials.

4 Responsible Operations

By implementing strict security and odor control measures, the company aims to operate without negatively impacting the surrounding area.

Antonio Simeone will serve as the on-site community relations designee, available to address any concerns or complaints from the community. He can be reached at (213) 479-7601 or 1simeonegroup@gmail.com.

Compliance and Ongoing Operations

Flower Dept, LLC is committed to maintaining full compliance with all local and state regulations governing cannabis businesses. The company has outlined the following measures to ensure ongoing compliance and successful operations:

1 Regulatory Compliance

The company will stay up-to-date with all changes to cannabis regulations and adjust operations as necessary. Regular internal audits will be conducted to ensure ongoing compliance.

2 Employee Training

All employees will receive comprehensive initial training and ongoing education on compliance, safety, and operational procedures. This includes specific training on cannabis laws, inventory control, and security protocols.

3 Quality Control

Strict quality control measures will be implemented throughout the cultivation process. All products will be tested by licensed laboratories before distribution to ensure they meet all safety and potency standards.

4 Record Keeping

Detailed records of all operations, including cultivation activities, inventory, sales, and security incidents, will be maintained for at least seven years. These records will be available for inspection by regulatory authorities as required.

By adhering to these practices and maintaining open communication with local authorities, Flower Dept, LLC aims to operate as a model cannabis business in the City of Banning.

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A. CANNABIS CONDITIONAL USE PERMIT APPLICATION

CITY OF BANNING
Community Development Department
99 East Ramsey Street
Banning, CA 92220
Tele: (951)922-3125
Fax: (951) 922-3128

UNIFORM DEVELOPMENT APPLICATION
Part 1

(Please type or print clearly using ink.)

GENERAL REQUIREMENTS

Project Location: 200 John St.	**Staff Use Only** File No:
Assessor's Parcel No(s): 541-220-006	**Related Files**
Legal Description (attach exhibits if necessary): recorded book/page: MB 9/44	
Applicant's Name: Flower Dept LLC, attention Antonio Simeone	Phone Number: 213-479-7601 FAX Number:
Address, City, Zip: 19360 Rinaldi Street Ste. 388 Porter Ranch, CA. 91326	
Legal Owner's Name (if different from above): 200 John Street, LLC	Phone Number: FAX Number: 951-897-0273
Address, City, Zip: 100 South Hathaway Street Santa Ana, CA. 92701	

Type of Review Requested (Please Check All Applicable Boxes)

- ☐ Annexation
- ☐ Appeal
- ☐ Certificate of Compliance
- ☒ Conditional Use Permit
- ☐ Conditional Use Permit Amendment
- ☐ Design Review - Commercial/Industrial
- ☐ Design Review - Residential
- ☐ Development Agreement
- ☐ Environmental Assessment
- ☐ General Plan Amendment
- ☐ Landscape/Irrigation Plan Check
- ☐ Lot Line Adjustment
- ☐ Parcel Merger
- ☐ Minor Exception
- ☐ Specific Plan
- ☐ Specific Plan Amendment
- ☐ Tentative Parcel Map ≤ 4 DU
- ☐ Tentative Tract Map >4 DU
- ☐ Tentative Map Extension
- ☐ Variance
- ☐ Zone Change
- ☐ Technical Staff Review
- ☐ Other: _____

PROJECT DESCRIPTION

Detailed Description of Proposed Project (Attach additional sheets if necessary)

New commercial cannabis cultivation facility in existing warehouse

Indicate the use or occupancy for which the proposed project is intended:
(F-1) commercial cannabis cultivation

APPLICANTS CERTIFICATION

I certify under penalty of perjury that the information submitted by the applicant is true and correct; that any false or misleading information shall be grounds for denial of the application. ***(If the undersigned is different from the legal property owner, a notarized letter of authorization from each property owner must accompany this form).***

Date: 8/6/24 Signature:

Print Name and Title: ANTONIO SIMEONE CEO

Date Received	Time Received	Fees Received	Receipt No.	Received By
		$		

Rev 12-15

CITY OF BANNING
Community Development Department
99 East Ramsey Street
Banning, CA 92220
Tele: (951)922-3125
Fax: (951) 922-3128

NON-RESIDENTIAL PROJECT SUMMARY TABLE

Part 2

Assessor's Parcel No(s):
541-220-006

Project Location: 200 John St. Banning, CA. 92220	**Staff Use Only** File No:	
General Plan Designation: Industrial	Environmental Determination: Reference:	
Zoning District: Industrial	Planner Initials:	Date:

PROJECT AREA

	Acres	Sq. Ft.
Gross (Including area to centerline of abutting streets)	0.79	34,412
Net (Exclusive of dedication for major external and secondary streets)	0.61	26,572

AREA DISTRIBUTION (Based on Net Area)

	Acres/Sq. Ft.	% of Net Area
Building Coverage	8,041 SF	30%
Landscape Coverage	1,337 SF	5%
Parking Area (including driveways, loading areas, and spaces)	6,436 SF	24%

FLOOR AREA DISTRIBUTION BY PROPOSED USE (Based on Net Area)

Area of Building Pad	No. Of Stories	Gross Floor Area (sq. ft.)	Proposed Use
8,041 sf	1	7,852 sf	Commercial Cannabis Cultivation (total flower canopy sf is 10,404 sf proposed)

PARKING (Calculate Each Use Within a Building Separately)

Type of Use	Parking Ratio	# Spaces Required	# Spaces Provided
commercial cannabis cultivation	1/600-sf (manufacturing)	14 spaces	15 spaces
TOTALS			

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Community Development Department
99 East Ramsey Street
Banning, CA 92220
Tele: (951)922-3125
Fax: (951) 922-3128

CONTACT INFORMATION

PART 3

The following information must be completed and submitted with new applications: (Print or Type all information entered)

Project Location: 200 John St.	**Staff Use Only** File No:
Applicant: Flower Dept LLC	**Related Files**
Contact Person: Antonio Simeone	

Address, City, Zip:
19360 Rinaldi Street Ste. 388 Porter Ranch, CA. 91326

Phone:	Fax:	E-mail Address:
213-479-7601		1simeonegroup@gmail.com

Additional Contact Person: (Please Specify Name, Company, Title)

Address, City, Zip:

Phone:	Fax:	E-mail Address:

Architect: Hide Iwagami

Address, City, Zip:
3 Peters Canyon Rd. #110 Irvine, CA 92606

Phone:	Fax:	E-mail Address:
949-230-6006		hide.iwagami@hestiaatelier.com

Civil Engineer: Contact Person:

Address, City, Zip:

Phone:	Fax:	E-mail Address:

Land Surveyor: Contact Person:

Address, City, Zip:

Phone:	Fax:	E-mail Address:

Landscape Architect: Contact Person:

Address, City, Zip:

Phone:	Fax:	E-mail Address:

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Community Development Department
99 East Ramsey Street
Banning, CA 92220
Tele: (951)922-3125
Fax: (951) 922-3128

HAZARDOUS WASTE SITE DISCLOSURE STATEMENT

PART 4

The following information must be completed and submitted with new applications: (Print or Type all information entered)

HAZARDOUS WASTE SITE DISCLOSURE STATEMENT Government Code Section 65962.5 requires the applicant for any development project to consult specified state-prepared lists of hazardous waste sites and submit a signed statement to the local agency indicating whether the project is located on or near an identified site. Under the statute, no application shall be accepted as complete without this signed statement. Please refer to the following web site for more information:

http://www.dtsc.ca.gov/SiteCleanup/Cortese_List.cfm

I (we) certify that I (we) have investigated our project with respect to its location on or near an identified hazardous waste site and that my (our) answers are true and correct to the best of my (our) knowledge. My (Our) investigation has shown that:

■ The project is not located on or near an identified hazardous waste site.

☐ The project is located on or near an identified hazardous waste site. Please list the location of the hazardous waste site(s) on an attached sheet.

Date: 8/6/24	Signature:
Print Name and Title: ANTONIO SIMEONE CEO	
Date:	Signature:
Print Name and Title: ANTONIO SIMEONE CEO	

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CITY OF BANNING
Community Development Department
99 East Ramsey Street
Banning, CA 92220
Tele: (951)922-3125
Fax: (951) 922-3128

CHECKLIST PROJECT SPECIFIC WQMP

PART 5

Checklist for identifying Discretionary New Development or Redevelopment projects as Priority Development Projects requiring a Project-Specific Water Quality Management Plan (WQMP)

Project Description: Commercial Cannabis Cultivation		
Project Name: Flower Dept.	***Staff Use Only File No:***	
Project Location: 200 John St.		
Assessors Parcel Numbers: 541-220-006	*Planner Initials:*	*Date:*

PROPOSED PROJECT CONSISTS OR INCLUDES:

Single-family hillside residences that create 10,000 square feet, or more, of impervious area where the natural slope is 25% or greater, including single-family hillside residences that create 10,000 square feet of impervious area and where the natural slope is 10%, or greater, where erosive soil conditions are known.	☐ Yes	■ No
Commercial and industrial developments of (or disturbing) 100,000 square feet, or more including parking areas.	☐ Yes	■ No
Automotive repair shops [Standard Industrial Classification (SIC) codes[1] 5013, 7532, 7533, 7534, 7537, 7538, and 7539.	☐ Yes	■ No
Retail gasoline outlets disturbing greater than 5,000 square feet.	☐ Yes	■ No
Restaurants disturbing greater than 5,000 square feet including parking areas	☐ Yes	■ No
Home subdivisions with 10 or more housing units.	☐ Yes	■ No
Parking lots of (or disturbing) 5,000 square feet, or more, or with 25, or more, parking spaces and potentially exposed to Urban Runoff.	☐ Yes	■ No

[1] Descriptions of SIC codes can be found at: http://www.osha.gov/pls/imis/sicsearch.html.

DETERMINATION (check appropriate determination):

Any Question answered "YES" ⟶	☐ Priority Project. Project requires a site specific WQMP (include a preliminary WQMP with this application)
All questions answered "NO" ⟶	■ Non –Priority Project. Project requires incorporation of Site Design BMP's and Source Control BMP's imposed through conditions of approval or permit conditions.

A WQMP is a project-specific plan of Best Management Practices (BMP's) including site design, source controls, and treatment controls to address post-construction urban runoff water quality and quantity to protect receiving waters. A preliminary WQMP shall be submitted, reviewed, and approved prior to the first discretionary project approval, and a final WQMP shall be submitted, reviewed, and approved prior to any permit approval. Contact a civil engineer or other land development professional regarding the preparation of a Water Quality Management plan for your project. See WQMP Information Handout, and Whitewater SWMP for description of BMPs and the WQMP process. Also see City of Banning Ordinance Number 1212, 1388 and 1415 and the RCFCD website for additional information on WQMPs.

Reviewed By:_____
Planning Dept. Representative

Copy: Engineering Division

Rev 12-15

1. PAYMENT OF THE CANNABIS REGULATORY FEE

Payment for this CUP has been made through the portal to the City of Banning.

2. BUSINESS PLAN

Please refer to page 101 of this document for the Business Plan.

3. CORPORATE ENTITY DOCUMENTS

202463019506

B28922-2809 07/16/2024 3:31 PM Received by California Secretary of State

STATE OF CALIFORNIA
Office of the Secretary of State
ARTICLES OF ORGANIZATION
CA LIMITED LIABILITY COMPANY
California Secretary of State
1500 11th Street
Sacramento, California 95814
(916) 657-5448

For Office Use Only
-FILED-
File No.: 202463019506
Date Filed: 7/16/2024

Limited Liability Company Name	
Limited Liability Company Name	FLOWER DEPT LLC
Initial Street Address of Principal Office of LLC	
Principal Address	19360 RINALDI ST 388 PORTER RANCH, CA 91326
Initial Mailing Address of LLC	
Mailing Address	19360 RINALDI ST 388 PORTER RANCH, CA 91326
Attention	TONY SIMEONE
Agent for Service of Process	
Agent Name	TONY SIMEONE
Agent Address	19360 RINALDI ST 388 PORTER RANCH, CA 91326

Purpose Statement
The purpose of the limited liability company is to engage in any lawful act or activity for which a limited liability company may be organized under the California Revised Uniform Limited Liability Company Act.

Management Structure	
The LLC will be managed by	All LLC Member(s)

Additional information and signatures set forth on attached pages, if any, are incorporated herein by reference and made part of this filing.

Electronic Signature

☒ By signing, I affirm under penalty of perjury that the information herein is true and correct and that I am authorized by California law to sign.

ANTONIO SIMEONE	*07/16/2024*
Organizer Signature	Date

Page 1 of 1

Flower Dept LLC Operating Agreement

LIMITED LIABILITY COMPANY OPERATING AGREEMENT

OF

FLOWER DEPT LLC

A California Limited Liability Company

JULY 16, 2024

(Member-Managed)

THE MEMBERSHIP INTERESTS CREATED BY THIS LIMITED LIABILITY COMPANY AGREEMENT HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, AND MAY NOT BE SOLD, TRANSFERRED, ASSIGNED OR HYPOTHECATED, EXCEPT AS PROVIDED IN THIS AGREEMENT

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FLOWER DEPT LLC

LIMITED LIABILITY COMPANY OPERATING AGREEMENT

This LIMITED LIABILITY COMPANY OPERATING AGREEMENT (this "Agreement") is entered as of the 3rd day of JULY 16, 2024 by and between, Antonio Simeone, Victor E Quezada, and Kenneth R. Brymer individually and collectively Initial Member ("Initial Member"). In consideration of the mutual promises contained herein, the Member agrees as follows:

ARTICLE I

THE LIMITED LIABILITY COMPANY

1.1 Formation. The Initial Member hereby acknowledges that it is the Initial Member of the limited liability company organized under the laws of the State of California. The name of the limited liability company is **"FLOWER DEPT LLC"** (the "Company"). The Initial Member enters into this Agreement to provide for the governance of the Company and the conduct of its business and to specify their relative rights and obligations.

1.2 Articles of Organization. The Articles of Organization that comply with the requirements of §17702.01(b) of the Act were properly filed with the office of the Secretary of State of the State of California on JULY 16, 2024, as entity number 99-4005279. A copy of the Articles of Organization is attached is to this Agreement. In the future, the Member shall execute and file a Statement of Information and such further documents and take such further action as shall be appropriate or necessary to comply with the requirements of law for the formation and operation of a limited liability company in all states and counties where the Company elects to carry on its business.

1.3 Business; Powers. The general purpose of the Company shall be to engage in, operate, and acquire interests in, any kind of business or activity, of whatever nature, that may be permitted by law in such a manner as to maximize the value of the Company over the term of the Company's existence. Except as expressly provided herein, the Company, shall be empowered to do or cause to be done, or not to do, any and all acts deemed appropriate to be necessary or appropriate in furtherance of the purposes of the Company.

1.4 Registered Office and Agent. The Company's registered office and registered agent for service of process on the Company in the State of California shall be, Antonio

Simeone, 19360 Rinaldi St., Ste. 388, Porter Ranch, CA 91326. The Member of the Company may appoint a replacement office and/or agent for service of process.

1.5 Place of Business. The principal place of business of the Company shall be located at 19360 Rinaldi St., Ste. 388, Porter Ranch, CA 91326. The Company may also have such other places of business as the Member determines to be appropriate.

ARTICLE 2

DEFINITIONS

2.1 Defined Terms. As used herein, the following capitalized terms shall have the meaning specified in this Article unless the context otherwise specifies. Other terms are defined in the text of this Agreement; throughout this Agreement, those terms shall have the meanings respectively ascribed to them.

"Act" shall mean the California Revised Uniform Limited Liability Company Act ("RULLCA") as set forth in California Corporations Code Title 2.6, as amended from time to time (or any corresponding provisions of succeeding law).

"Affiliate" means any individual, association, partnership, corporation, trust, or other entity, directly or indirectly, through one or more intermediaries, controlling, controlled by, or under common control with the Member. The term "control" as used in the immediately preceding sentence, means, with respect to a corporation, the right to exercise, directly or indirectly, more than 50 percent of the voting rights attributable to the controlled corporation, and, with respect to any individual, association, partnership, trust, or other entity, directly or indirectly, possess the power to direct or cause the direction of the management or policies of the controlled entity.

"Agreement" shall mean this Limited Liability Company Operating Agreement, between all Members of Company regulating the affairs of Company and the conduct of its business, as originally executed and as amended or restated from time to time and refers to this Agreement as a whole unless the context otherwise requires.

"Assignee" shall mean the owner of a Transferable Interest who has not been admitted as a Substitute Partner in accordance with Article 9.

"Bankruptcy" means any of the following:

(1) The entry of a decree or order for relief by a court of competent jurisdiction in any involuntary case brought against a person under any bankruptcy, insolvency, or other similar law (collectively "Debtor Relief Laws") generally affecting the rights of creditors and the relief of debtors now or hereafter in effect;

(2) The appointment of a receiver, liquidator, assignee, custodian, trustee, sequestrator, or other similar agent under applicable Debtor Relief Laws for a person or for any substantial part of the person's assets or property;

(3) The ordering or the winding up or liquidation of a person's affairs;

(4) The filing of a petition in any involuntary bankruptcy case, which petition remains not dismissed for a period of 180 days or that is not dismissed or suspended pursuant to Section 305 of the Federal Bankruptcy Code (or any corresponding provision of any future United States bankruptcy law);

(5) The commencement of a voluntary case under any applicable Debtor Relief Law;

(6) The consent to the entry of an order for relief in an involuntary case under any Debtor Relief Law or to the appointment of or the taking of possession by a received, liquidator, assignee, trustee, custodian, sequestrator, or other similar agent under any applicable Debtor Relief Laws for a person or for any substantial part of the person's assets or property; or

(7) The marking by a person of any general assignment for the benefit of the person's creditors.

"Book Value" shall mean the net worth of the Company as of a determination date determined by a certified public accountant retained by the Company in accordance with generally accepted accounting principles in effect from time to time in the United States of America as applied by the Company upon its formation and consistently thereafter.

"Capital Account" shall mean the separate account established and maintained for each Member by the Company pursuant to Section 8.2 hereof.

"Capital Contributions" means the value of any money, property (including promissory notes or other binding obligation to contribute money or property), obligation to render services to Company as capital in that Member's capacity as a Member, as shown in Exhibit A attached to this Agreement and incorporated by reference, as may be amended from time to time.

"Cash Flow" shall mean the excess of all cash receipts of the Company over the sum of (i) all cash disbursements of the Company and (ii) any reserve, determined in the reasonable discretion of the Member, for anticipated cash disbursements that will have to be made before additional cash receipts from third parties will provide the funds therefor.

"Code" shall mean the Internal Revenue Code of 1986, as amended, or any successor statute.

"Company" shall mean the California limited liability company formed on the filing of the Articles of Organization pursuant to Section 1.2 hereof and governed by this Agreement.

"Company Minimum Gain" has the meaning set forth in Treasury Regulation §1.704-2(d)(1).

"Distribution" means a transfer of money or property by Company to its Members without consideration.

"Fair Market Value" of any Membership Unit/Interest in the Company or any property owned by the Company, means that asset's fair market value as would be set between willing buyer and a willing seller neither of whom is compelled or required to purchase or sell the asset, as determined in good faith by an independent, recognized (a) investment banking firm, (b) accounting firm, or (c) appraisal firm, selected by the Member.

"Financial Units" means the Transferable Interest. Initially, the Company shall be authorized to issue Nine Thousand (9000) Financial Units.

"Fiscal Year" shall mean the calendar year or, in the case of the first and the last fiscal years, the faction thereof commencing on the date on which the Company is formed under the Act or ending on the date on which the winding up of the Company is completed as the case may be.

"Governance Units" means the Membership Interest. Initially, the Company shall be authorized to issue One Thousand (1000) Governance Units.

"Information Rights" means the right to inspect, copy or obtain information and documents concerning the affairs of the Company as provided in §17704.10 of the Act and in Sections 1.13 and 7.02 of this Agreement.

"Initial Member" shall mean those persons or entities whose names are set forth in the first sentence of this Agreement.

"Majority in Interest of the Members" shall mean, at any given time, the Member or Members with more than 50 percent (50%) of the Governance Units owned by all Members.

"Member(s)" shall mean a Person (i) who owns at least one (1) Governance Unit and/or at least one (1) or more Financial Units and whose ownership of Units is reflected in the Required Records, (ii) who has been admitted to the Company as a Member in accordance with the Article of Organization and Operating Agreement, or assignee of a Unit in the Company who has become a Substituted Member pursuant to Corporate Code §17701.01(b) (iii) has not resigned, withdrawn or been expelled as a Member or if other than an individual been dissolved and (iv) the Initial Members shall be, Antonio Simeone, Victor E Quezada, and Kenneth R. Brymer, or (v) such substituted or additional Member(s) as shall be admitted as Substituted

Members of the Company as permitted by this Agreement. The name and address of each Member is listed in the Required Records as the same may be amended from time to time. The Governance Units and Financial Units owned by the Initial and any subsequent Members are set forth on Exhibit A attached hereto.

"Membership Interest" means a Member's entire interest and rights in the Company, collectively, including the Member's Transferable Interest, any right to Vote or participate in management, and any right to information concerning the business and affairs of the Company. Membership Interests are sometimes referred to herein as Governance Units.

"Nonrecourse Liability" has the meaning set forth in Treasury Regulation §1.752-1(a) (2).

"Percentage Interest" shall mean, with respect to each Member or Transferee, the percentage of the total Financial Units and total Governance Units owned by a Member from time to time as reflected in the Required Records and as those percentage interests may be applied under this Agreement and adjusted from time to time pursuant to the terms of this Agreement.

"Person" shall mean any individual, trustee, sole proprietorship, partnership, joint venture, trust, incorporated organization, association, corporation, limited liability company, limited liability partnership and other entity or any governmental authority.

"Profit" or "Loss" shall mean the profit or loss of the Company as determined under the capital accounting rules of Treasury Regulations §1.704-1(b) (2) (iv) for purposes of adjusting the Capital Accounts of the Members including, without limitation, the provisions of paragraphs (b), (f) and (g) of those Regulations relating to the computation of items of income, gain, deduction and loss.

"Registered Office" means the office maintained at the street address of the agent for service of process of Company in California.

"Required Records" shall mean those records that the Act requires the Company to maintain.

"Securities Act" shall mean the Securities Act of 1933, as amended.

"Substitute Member" shall mean any individual or entity that is admitted into membership in accordance with the provision of Section 9.5.

"Tax Matters Member" shall mean Antonio Simeone, or the other person chosen pursuant to §623(a)(7) of the Code to deal with the Internal Revenue Service or tax matter by a Majority in Interest of the Members from time to time pursuant to Section 7.6.

"Transfer" or *"Transferred"* shall mean any sale, assignment, transfer, conveyance, pledge, hypothecation, or other disposition voluntarily or involuntarily, by operation of law, with or without consideration, or otherwise (including, without limitation, by way of intestacy, will, gift, bankruptcy, receivership, levy, execution, charging order, or other similar sale or seizure by legal process) of all or any portion of any Membership Interest or a Transferable Interest therein.

"Transferable Interest" means the right, as originally associated with a Person's capacity as a Member, to receive distributions from the Company in accordance with the terms of this Agreement, whether or not the Person remains a Member or continues to own any part of the right. Transferable Interest is sometimes referred to herein as Financial Units.

"Transferee" means a Person who has acquired a Member's Transferable Interest in the Company, by way of a Transfer, in accordance with the terms of this Agreement, but who has not become a Member.

"Transferring Member" means a Member who be means of a Transfer has transferred a Transferable Interest in the Company to a Transferee.

"Treasury Regulations" shall mean regulations issued by the Department of Treasury under the Code. Any reference to a specific Section or Sections of the Treasury Regulations shall be deemed to include a reference to any corresponding provision of future regulations under the Code.

"Units" shall mean the Governance Units and/or Financial Units owned by a Member.

ARTICLE 3

CAPITAL STRUCTURE: MEMBERSHIP AND CONTRIBUTIONS

3.1 Membership, Governance Units and Financial Units.

(a) Ownership rights in the Company are reflected in Governance Units and Financial Units, as recorded in the Required Records. A Membership Interest will necessarily consist of at least one (1) or more Governance Units and/or one (1) or more Financial Units.

(b) On matters subject to a vote of the Members, each member holder of Governance Unit shall have one (1) vote. Financial Units shall have voting rights limited to approval rights only over the following actions: a merger, sale of major assets outside the ordinary course of business, reorganization, or dissolution. Additionally, financial unit(s) shall have the right to approve of any amendment to these Articles if such an amendment would do any of the following:

(a) Materially and adversely affect the rights, privileges, preferences, restrictions or conditions of the financial unit(s) member(s) as to voting, dissolution, redemption or transfer, or the obligations of that member(s), in a manner different than such action affects another member(s);
(b) Materially and adversely affect the financial unit(s) member(s) as to voting, dissolution, redemption or transfer by changing the rights, privileges, preferences, restrictions or conditions of another member(s);
(c) Increase the number of memberships authorized for the financial unit(s) member(s);
(d) Increase the number of memberships authorized for another member(s).
(e) Effect an exchange, member(s)classification or cancellation of all or part of the memberships of any member(s); or,
(f) Authorize a new member(s) of memberships.

Approval right shall include the right to propose any action. On any such matter, each holder of financial units shall be entitled to one-vote-one-unit rule.

(c) Governance Units and Financial Units are transferable only as provided in Article 9.

(d) Until such time as the Company issues any certificates of Units in accordance with Section 3.8 below, at the written request of a Member, the Company will provide certified statements of Units owned, stating the number of Governance Units and Financial Units owned by the requestor as of the date the statement is provided.

3.2 Issuance of Units by the Company.

(a) Each Member shall contribute capital to the Company in the form of money, sweat equity, or property, as more particularly specified in Exhibit A, which shall thereafter be deemed the Member's initial Capital Contribution. The initial Fair Market Value of each item of contributed property (net of liabilities secured by that property), which the Company is considered to assume or to take "subject to" under Internal Revenue Code §752, is also set forth in Exhibit A, together with the description and amount of these liabilities. If a Member fails to make the initial Capital Contributions specified in this Section 3.1 within 30 days after the effective date of this Agreement, that Member's entire Membership Interest shall terminated, and that Member shall indemnify and hold the Company and the other Members harmless from any loss, cost, or expense, including reasonable attorney fees caused by the failure to make the initial Capital Contribution. For each Member, the Required Records state that value and nature of the contribution received by the Company and the number of Governance Units and Financial Units received in return by the Member.

(b) When issuing Units to any person, the Company will issue to that person the number of Governance units and Financial Units acquired by that person.

(c) No Member has the right to make additional contributions or obtain additional Units but may do so in accordance with the provisions of section 3.4 below.

(d) Each Member specifically waives any preemptive rights.

3.3 Additional Contributions. The Initial Capital of the Company shall be contributed by the Members as set forth on Exhibit A attached hereto. The Company has no right to require Members to make additional contributions, but may do so in accordance with the provisions of section 3.4 below.

3.4 Company's Right to Accept Additional Contributions Limited.

(a) The Company may not require or accept additional contributions, or create or allocate additional Units, except as from time to time determined to be necessary for the operation of the Company's business by a Majority in Interest of the Members.

(b) To be effective, the approval required by this section must specify the number and type of additional Units authorized. The approval may, but need not, specify the amount, nature, and value of the consideration to be received, the identity of the contributor or would-be contributor, a deadline by which the authorized contribution must be received, or any other condition on the approval.

3.5 Right to Enforce. No Person other than a Member shall have the right to enforce any obligation a Member to contribute capital and specifically no lender or other third party shall have such rights.

3.6 Liability of the Members. Except to the extent expressly required by this Agreement or by the Act, including without limitation §17704.06 of the Code relating to distribution to the Company, none of the Members shall have any liability, whether to the Company or to the creditors of the Company, under a judgment, decree or order of the court or in any other manner, for the debts, liabilities, contracts or any other obligations of the Company or for any losses of the Company, whether the liability arises in contract or in tort. No Member will be required to make any contribution to Company by reason of any negative balance in a Member's capital account create any liability on the part of the Member to any third party.

3.7 Capital Contributions in General. Except as otherwise expressly provided in this Agreement or as otherwise agreed to in writing by a Majority in Interest of the Members, (a) no Member shall be entitled to receive interest on such Member's Capital Contributions, (b) no Member shall be entitled to withdraw any part of the Member's Capital Contribution and (c) no

Member other than the Initial Member shall have the right to demand or receive property other than cash in return for such Member's Capital Contributions except as otherwise approved by a Majority in Interest of the Members.

3.8 Membership Certificates. The Company may, but is not required to, issue certificates evidencing Membership Interests (Membership Interest Certificates) to Members of the Company. Once Membership Interest Certificates have been issued, they shall continue to be issued as necessary to reflect current Membership interests held by Members. Membership Interest Certificates shall be in a form approved by Member, shall be manually signed by the Member, and shall bear conspicuous legends evidencing the restrictions on Transfer and the purchase rights of the Company and Members set forth in Article III. All issuances, reissuances, exchanges and other transactions in Membership Interests involving Members shall be recorded in a permanent ledger as part of the books and records of the Company.

ARTICLE 4

DISTRIBUTIONS

4.1 Distribution of Cash Flow.

(a) Subject to Section 11.2 hereof, Cash Flow from the Company shall be distributed to the Members or Transferees in proportion to their respective Percentage Interest at such times as a Majority in Interest of the Members determines that funds are available therefor, taking into account the reasonable business needs of the Company.

(b) **Distributions to Pay Taxes**. To enable the Members to pay taxes on income of the Company that is taxable to the Members, the Company must make cash distributions to the Members. During each fiscal year the Company must distribute an amount equal to the product of (a) the highest aggregate rate of federal, state, and local income and self-employment tax imposed on the Company's income for that fiscal year (taking into account the deductibility of state and local income taxes for federal income tax purposes) allocated to any Member who was a Member for the full fiscal year time (b) the amount of the taxable income of the Company allocated to all Members for that fiscal year. Distributions must be paid at least quarterly during each fiscal year at times that coincide with the Members' payment of estimated taxes, and the amount of each distribution will be based upon the anticipated tax rates of Members, as determined at the time the distribution is made. The Company's obligation to make distributions under this section is subject to the restrictions governing distributions under the Act.

4.2 Withholding. If required by the Code or by state, local or foreign law, the Company will withhold any required amount from a distribution made to a Member or Transferee pursuant to this Article 4 for payment to the appropriate taxing authority. Any amount so withheld from a Member will be treated as a distribution by the Company to such Member. Each Member agrees to timely file any document that is required by any taxing authority in order to avoid or reduce any withholding obligation that would otherwise be imposed on the Company.

4.3 Successor in Interest. For purposes of making the calculations required under this Article 4 and Section 9.7 below, a Transferee acquiring a Transferable Interest in the Company from a Member or a Person acquiring a Membership Interest from a Member shall (a) be deemed to have made the Capital Contributions and received the distributions made or received, as the case may be, by his, her or its predecessor in interest to the extent of the Transferable Interest or Membership Interest so acquired and (b) be liable to the Company under this Agreement and under law to the same extent as the Member transferring such Transferable Interest.

ARTICLE 5

ALLOCATIONS FOR CAPITAL ACCOUNT PURPOSES

5.1 Determination of Profit and Loss. Profit or Loss shall be determined on an annual basis and for such other periods as the Member shall determine, in his sole and absolute discretion, is necessary or desirable.

5.2 Profit and Loss.

(a) Subject to the provisions of Section 11.2 hereof, and after all Capital Contributions and distributions for the Fiscal Year have been registered in the Members' Capital Accounts, the Profit or Loss (plus any deemed gain or loss from the distribution of property under Section 4.4 or Section 11.3) for the Fiscal Year, except as otherwise required in accordance with the provision of §704(c) of the Code as provided in Section 5.4 below, shall be allocated to the Member's Capital Account pro rata according to the Member's Percentage Interest as reflected in the Required Records. For any Unit not owned by the same person for the entire fiscal year, the allocation will be prorated as provided in Section 9.7 below.

(b) If a Member, on formation of the Company or at any time thereafter, contributes property with an adjusted income tax basis different from the fair market value at which the property is accepted and credited to that Member's capital account, then solely for income tax purposes and the determination of each Member's distributive share of the Company's Profits or Losses, any depreciation, depletion, gain, or loss with respect to that property shall, pursuant to §704(c) of the Code and Treasury Regulations §1.704-3, be allocated according to the traditional method described therein.

(c) Subject to the provisions of subsection 5.2(b) above, an allocation of Profit or Loss shall be treated as an allocation among the Members of the same share of each item of income, gain, loss and deduction that is taken into account in computing such Profit or Loss, as the case may be, with respect to a particular distribution.

(d) Solely for the purpose of allocating Profit and Loss among the Members, distributions of proceeds made within three (3) months following the close of a Fiscal Year and

that relate to transactions occurring during such Fiscal Year shall be deemed to have been made at the end of that Fiscal Year.

5.3 Determinations by Members. All matters concerning the computation of Capital Accounts, the allocation of items of Company income, gain, loss, deduction and expense for all purposes of this Agreement and the adoption of any accounting procedures not expressly provided for by the terms of this Agreement shall be determined by a Majority in Interest of the Members, after consultation with a certified public accountant retained by the Company.

5.4 I.R.C. §704(c) – Allocations. Notwithstanding any other provision in this Article 5, in accordance with §704(c) of the Code and the regulations promulgated under that section, income, gain, loss, and deduction with respect to any property contributed to the capital of the Company, solely for tax purposes, will be allocated among the Members so as to take account of any variation between the adjusted basis of the property to Company for federal income tax purposes and its fair market value on the date of contribution. Allocations pursuant to this Section 5.4 are solely for purposes of federal, state and local taxes. As such, they do not affect or should in any way be taken into account in computing a Member's Capital Account or share of profits, losses or other items or distributions pursuant to any provision of this Agreement.

ARTICLE 6

ALLOCATION OF TAXABLE INCOME AND LOSS

6.1 In General. Each item of income, gain, loss and deduction of the Company for federal income tax purposes shall be allocated among the Members in the same manner as such item is allocated for Capital Account purposes under Article 5.

6.2 Allocation of Net Profits and Losses and Distributions in Respect of Transferred Interests. If any Membership Interest or Transferable Interest is transferred, or is increased or decreased by reason of the admission of a new Member or otherwise, during any fiscal year of Company, Net Profits or Net Losses for that fiscal year will be assigned to the Members and other holders of Transferable Interests according to any method permitted under §706 of the Code. Notwithstanding any provision above to the contrary, gain or loss of Company realized in connection with a sale or other disposition of any of the assets of Company will be associated solely to the parties owning Membership Interests or Transferable Interests as of the date that the sale or other disposition occurs.

ARTICLE 7

ADMINISTRATION OF COMPANY BUSINESS

7.1 Management. All Members owning Governance Units have the right to participate in the management and conduct of the Company's business. Subject to the limitations

imposed by this agreement or by action of the Members. The Member(s) owning a Majority Interest of the Members, as an agent of the Company, has authority to bind the Company in the ordinary course of the Company's business.

7.2 Actions by Members. Except as otherwise provided in this Agreement, all decisions requiring action of the Members or relating to the business or affairs of the Company will be decided by the affirmative vote or consent of Members holding a Majority in Interest of the Members. Members owning Governance Units may act with or without a meeting, and any Member may participate in any meeting by written proxy or by any means of communication reasonable under the circumstances.

7.3 Approval of Other Members Required. In addition to the other actions requiring unanimous Member approval under the terms of this Agreement, no Member has authority to do any of the following without the prior written consent of all other Members owning Governance Units:

7.3.1 To sell, lease, exchange, mortgage, pledge, or otherwise transfer or dispose of all or substantially all of the property or assets of the Company;

7.3.2 To merge the Company with any other entity;

7.3.3 To amend the articles of organization of the Company or this agreement;

7.3.4 To incur indebtedness by the Company other than in the ordinary course of business;

7.3.5 To authorize a transaction involved an actual or potential conflict of interest between a Member and the Company;

7.3.6 To change the nature of the business of the Company; or

7.3.7 To commence a voluntary bankruptcy case for the Company.

7.4 Devotion of Time; Outside Activities. Each of the Members must devote so much time and attention to the business of the Company as the Members acting in good faith reasonably determines is appropriate. Members may engage in business and investment activities outside the Company, and neither the Company nor the other Members have any rights to the property, profits, or benefits of such activities. But no Member may, without the consent of other Members owning a majority of the Governance Units, enter into any business or investment activity that is competitive with the business of the Company, or use any property or assets of the Company other than for the operation of the Company's business. For this purpose, the property and assets of the Company include, without limitation, information developed for the Company, opportunities offered to the Company, and other information or opportunities entrusted to a Member as a result of being a Member of the Company.

7.5 Compensation and Reimbursement. Members who render services to the Company are entitled to such compensation as may be agreed upon by other Members holding a majority of the Governance Units from time to time unless otherwise agreed by the Member. Any compensation paid to a Member for services rendered will be treated as an expense of the Company and a guaranteed payment within the meaning of IRC §707(c), and the amount of the compensation will not be charged against the share of profits of the Company that would otherwise be allocated to the Members. Members are also entitled to reimbursement from the Company for reasonable expenses incurred on behalf of the Company, including expenses incurred in the formation, dissolution, and liquidation of the Company.

7.6 Self Interest. A Member does not violate any duty or obligation to the Company merely as a result of engaging in conduct that furthers the interest of the Member. A Member may lend money or transact other business with the Company, and, in this case, the rights and obligations of the Member will be the same as those of a person who is not a Member, so long as the loan or other transaction has been approved or ratified by the other Members owning a majority of the Governance Units. Unless otherwise provided by applicable law, a Member with a financial interest in the outcome of a particular action is nevertheless entitled to vote on such action.

7.7 Tax Matters Member. The Chairperson is hereby designated as the Tax Matters Member for the Company. The "Tax Matters Member" shall serve as the "tax matters partner" of the Company for purposes of Section 6231(a)(7) of the Code and the Treasury Regulations promulgated thereunder. A Majority in Interest of the Members shall designate a successor Tax Matters Member.

7.8 Business Opportunities. Members may engage in business and investment activities outside of the Company. Neither the Company nor any other Member shall have any rights to the property, profits or benefits of such activities. No Member however, may without the consent of all other Members owning Governance Units, enter into any business or investment activity that is competitive with the business of the Company, or use any property or assets of the Company other than for the operation of the Company's business. For this purpose, the property and assets of the Company include, without limitation, information developed for the Company, opportunities offered to the Company, and other information or opportunities entrusted to a Member as a result of being a Member of the Company ("Proprietary Information"). Notwithstanding the above the Chairperson shall have the right at any time to, (i) acquire an ownership interest in (ii) provide financing to or (iii) enter into any business transaction with, or (iv) use the Company to the benefit of any business or activity including, any business or activity that is or may be competitive with the business of the Company, without first having provided such opportunity to the Company or its Members or obtaining consent there from.

7.9 **Power of Member to Do Business with LLC**. Any Member, acting in that Member's, individual capacity, shall have the power to do business with the Company at any time, provided that the transaction is disclosed to the Members and approved by a Majority in Interest of the Members. This power includes, but is not limited to, the power to purchase property from or sell property to the Company at fair market value; exchange property for the Company's property of equal value; lease property and equipment to the Company at fair rental value; borrow funds from or lend or advance funds to the Company, with interest at then-prevailing rates, and give or receive security for any such loans in any commercially reasonable form.

7.10 **Accounting Decisions and Reliance on Others**. The Tax Matter Member will make all decisions as to accounting matters, except as otherwise specifically set forth in this Agreement. The Tax Matters Member may rely on the advice of the independent accounts of Company as to whether those decisions are in accordance with accounting methods followed for federal income tax purposes.

7.11 **Maintenance of Books and Records and Accounting**. Company will keep proper and complete books of account of Company's business records, including all of Company's transactions. The records will be kept at Company's principal place of business and remain open to inspection by any of the Members or their authorized representative at any reasonable time during business hours. The accounting records will be maintained in accordance with generally accepted bookkeeping practices for Company's type of business and those methods followed for federal and state income tax purposes.

7.12 **Officers of the Company**. Antonio Simeone shall be the President/Chairperson, and chief executive officer of the Company and as such officer shall have general supervision of the business and affairs of the Company, shall preside at all meetings of the Members, and shall have all other powers and duties usually vested in a chief executive officer. Dan Nguyen shall be the Secretary of the Company and as secretary shall give notice of and keep the minutes of all Members, meetings, and shall have all other powers and duties usually invested in a secretary office. A Majority in Interest of the Members may provide for additional officers of the Company, may alter the powers and duties of the President/Chairperson and/or Secretary, and shall establish the powers and duties of all other officers and the compensation of all Company officers.

ARTICLE 8

ACCOUNTING AND REPORTING

8.1 Books; Banking.

(a) The Company shall maintain complete and accurate books of account at the Company's principal place of business, in Compliance with Corporation Code Section 17058:

(i) A current list setting forth, in alphabetical order, the full name and last known business or residence address of each Member and of each holder of an economic interest in the Company, together with the contribution and the share in profits and losses of each Member and holder of an economic interest.

(ii) A copy of the Company's articles of organization and all amendments thereto, together with any powers of attorney pursuant to which the articles of organization or any amendments thereto were executed.

(iii) Copies of the Company's federal, state, and local income tax or information returns and reports, if any, for the six most recent taxable years.

(iv) A copy of this Agreement, and any amendments thereto, together with any powers of attorney pursuant to which any written operating agreement or any amendments thereto were executed.

(v) Copies of the Company's financial statements, if any, for the six most recent fiscal years.

(vi) Accurate books and records of the Company's internal affairs for at least the current and past four fiscal years.

(vii) A current list of the full name and business or residence address of each Member.

The Company shall provide any Member any information requested relating to the business of the Company. During ordinary business hours, any Member or such Member's authorized representative shall have access to all books, records and materials regarding the Company and its activities.

(b) All funds of the Company may be deposited in such bank, brokerage or money market accounts or with any other entity as shall from time to time be established by the

Member. Withdrawals from and checks drawn on any such account shall be made upon such signature or signatures as the Member may designate.

8.2 Capital Accounts. The Company shall maintain a separate Capital Account for each Member in accordance with the Treasury Regulations under Section 704(b) of the Code and in accordance with the following provisions:

(a) A Member's Capital Account shall be credited with the Member's Capital Contributions, the amount of any Company liabilities assumed by the Member (or which are secured by Company property distributed to the Member), the Members distributive share of Profit and any item in the nature of income or gain specially allocated to the Member pursuant to the provisions of Article 5 or 6; and

(b) A Member's Capital Account shall be debited with the amount of money and the Fair Market Value of any Company property distributed to the Member, the amount of any liabilities of the Member assumed by the Company (or which are secured by property contributed by the Member to the Company), the Member's distributive share of Loss and any item in the nature of expenses or losses specially allocated to the Member pursuant to the provisions of Article 5 or 6.

(c) It is intended that the Capital Accounts of all Members shall be maintained in compliance with the provisions of Treasury Regulations Section 1.704-1(b) and all provisions of this Agreement relating to the maintenance of Capital Accounts shall be interpreted and applied in a manner consistent with that Regulation.

8.3 Transfers During Year. The share of Profits and Losses under Article 5 of a Member who transfers part or all of his Interest in the Company during the Company's Fiscal Year shall be allocated between the transferor and transferee as provided in Section 9.7 below.

8.4 Reports. The books of account shall be closed promptly after the end of each Fiscal Year. As soon as practicable thereafter, but by not later than 120 days after the close of the Company's fiscal year, the Company shall deliver a written report to each Member that shall include a statement of receipts, expenditures, profits and losses for the year, a statement of each Member's Capital Account and such additional statements with respect to the status of the Company's assets and the distribution of Company funds as are necessary to advise the Members properly about their investment in the Company. Prior to April 15th of each year, the Members shall also be provided with a copy of the Company's federal income tax return (Form 1020C) to be filed for the preceding year.

8.5 Tax Elections. The Tax Matters Member shall have the authority to make any Company elections permitted under the Code, including, without limitation, election of methods of depreciation.

8.6 Annual Accounting Period. The accounting period and taxable year of the Company shall be the Fiscal Year.

ARTICLE 9

TRANSFERS

9.1 Limitations on Transfer; No Withdrawal. Except as expressly provided in this Agreement, no Member shall Transfer all or any portion of such Member's Units in the Company Membership Interest or Transferable Interest or retire or withdraw from the Company. Any Transfer or withdrawal by any Member in violation of the restrictions set forth in this Article 9 shall be deemed null and void *ab initio* and of no force or effect.

9.2 Permitted Transfers.

(a) Units Owned by Members. Notwithstanding Section 9.1 hereof, but subject to the provisions of Section 9.9 and 9.10 hereof, any Member including a Transferee of Transferable Interest from an Initial or Substituted Member, may transfer all or any portion of such Member's Membership Interest or Transferable Interest in the Company to any of the following (collectively, "Permitted Transferees") without regard to Sections 9.1 and 9.3 hereof:

(i) Any other Member, partner or shareholder of a beneficiary Member;

(ii) Any Person if the Transfer is by intestate succession or testamentary disposition upon the Member's death;

(iii) Any Person that is a spouse or lineal descendant of any Member or partner or shareholder of a Member (including any legally adopted children); or

(iv) Any trust established for the sole and exclusive benefit of any of the Persons set forth in (i), (ii) or (iii) above.

Any such Permitted Transferees shall receive and hold such Interest, or portion thereof, subject the terms of this Agreement and to the obligations hereunder of the transferor and there shall be no further transfer of such Interest or portion thereof except to a Person to whom such Permitted Transferee could have transferred such Interest in accordance with this Section 9.2 had such Permitted Transferee originally been a Member of the Company as of the date hereof or otherwise in accordance with the terms of this Agreement.

(b) Any person holding Transferable Interests owed by Transferees, the provisions of Section 9.1 above, this Section 9.2, and Section 9.3 below, shall apply to transfers of Transferable Interests by Initial Members and by persons who are Transferees of Transferable Interests.

9.3 Right of First Refusal.

(a) Except with regard to any Transfer pursuant to Section 9.2(a) or 9.2(b), any Member (or, in the case of death or incapacity, such Member's legal representative, estate, heirs or other successors-interest) desiring to make a Transfer (a "Selling Member") of all or any part of such Member's Interest in the Company to another Person shall be required to give advance written notice thereof (the "Transfer Notice") to the other Member's (the "Non-Selling Member") and the Company specifying (i) the Selling Member's bona fide intention to sell such Interest; (ii) the name(s) and address(es) of the proposed transferee(s); (iii) the quantity and nature of the Interest proposed to be Transferred (the "Offered Interest"); (iv) the price for which the Selling Member proposes to Transfer the Offered Interest (the "Proposed Purchase Price"); (v) such evidence as the Non-Selling Members and/or the Company may reasonably request to demonstrate the ability of the proposed transferee(s) to pay the Proposed Purchase Price which shall not be greater than Fair Market Value determined in accordance with the provision of Section 9.13 below; and (vi) all other material terms and conditions upon which the Selling Member is willing to make the proposed Transfer.

(b) Initial Member (including for the purposes of this Article any person or entity designated by it), and each other Non-Selling Member, in that order, shall have the right, but not the obligation (the "Member Right") to purchase at the Proposed Purchase Price, and on the terms and subject to the conditions specified in the Transfer Notice and elsewhere in this Section 9.3, all or any part of such Non-Selling Member's pro rata share (based on Percentage Interests) of the Offered Interest by notifying the Selling Member) the other Non-Selling Members and the Company in writing (the "Member Notice") within twenty (20) business days after the date of receipt of the Transfer Notice (the "First Refusal Exercise Period") whether and to what extent Initial Member and/or any other Non-Selling Member intends to exercise its Member Right. If the above named persons or any Non-Selling Member fails to exercise its Member Right as to all of its proportionate share of the Offered Interest, then any of the other Non-Selling Members shall have the right to purchase all or part of the Offered Interest that such Non-Selling Member has elected not to purchase by amending its respective Member Notice within ten (10) business days after the date that it receives notice that any other Non-Selling Member has so declined to exercise its Member Right in full. Failure to deliver the Member Notice within the applicable period shall constitute a waiver of the applicable Non-Selling Member's purchase right as to the Offered Interest.

(c) If none of Initial Member (or its designee) and/or any other Non-Selling Members fail to exercise their Member Rights as to all of the Offered Interest, then the Company shall have the right, but not the obligation, to purchase all the Offered Interest that the Non-Selling Members elected not to purchase by notifying the Selling Member and the Non-Selling Members in writing (the "Company Notice") within twenty (20) business days after the expiration of the ten (10) day period set forth in subsection (b) above. The Company's right to purchase shall be at the Proposed Purchase Price and upon the terms and subject to the conditions specified in the Transfer Notice and elsewhere in this Section 9.3. Failure to deliver the Company Notice within the applicable period shall constitute a waiver of the Company's purchase right as to the Offered Interest.

(d) If Initial Member (or its designee), the Non-Selling Members and/or the Company elect to purchase all of the Offered Interest in accordance with Sections 9.3(b) and (c), the Selling Member shall have the obligation to sell the Offered Interest to them in accordance therewith. Otherwise, the Selling Member may sell all of the Offered Interest to the transferee(s) named in the Transfer Notice at the Proposed Purchase Price, or at a higher price, and on the terms and conditions set forth in the Transfer Notice; provided, however, that such Transfer must be consummated within 120 days after the expiration of the First Refusal Exercise Period. If such Transfer is not consummated within the time period specified herein, the Offered Interest shall again be subject to the restrictions contained in this Agreement.

(e) The closing for any purchase, pursuant to Sections 9.3(b) and (c) of the Offered Interest by Initial Member (or its designee) and any other Non-Selling Members and/or the Company shall be held at 10:00 a.m. (local time) at the offices of the Company on the 90th day after the date of the Member Notice or the Company Notice, as the case may be, or at such other time and place as the parties shall agree. At the closing, each of Initial Member, its designee, the applicable other Non-Selling Members and the Company shall pay the purchase price for its applicable amount of the Offered Interest in accordance with the terms of the Member Notice or the Company Notice, as the case may be. If the Transfer Notice contains no terms of payment, the Non-Selling Members and the Company may pay for their portion of the Offered Interest by each giving the Selling Member an unsecured negotiable promissory note in an amount equal to the purchase price of their respective portion of the Offered Interest, bearing interest, payable in arrears, at the applicable federal rate established under §1274(d) of the Code. The promissory note described in the preceding sentence shall provide for eight (8) equal quarterly payments of principal and interest beginning on the last day of the first quarter following the closing date.

9.4 Additional Restrictions on Assignment. Notwithstanding any other provision of this Agreement, no Member may assign such Member's Interest and no person may transfer a Transferable Interest prior to furnishing the Company, if required by the counsel to the Company, with an opinion of counsel, which counsel and opinion are reasonably satisfactory to the counsel to the Company, that an exemption from registration and/or qualification under the Securities Act, and under all applicable statutes, rules or laws of any state which may be applicable thereto, is available with respect to such transfer or assignment.

9.5 Admission of Substituted Member. In the event any Member sells, assigns, transfers or conveys all or some of such Member's Membership Interest to a Transferee in accordance with this Article 9, then such Transferee shall be entitled to be admitted to the Company as a substituted Member and this Agreement shall be amended in accordance with the Act to reflect such admission; provided, however, that all of the following conditions are complied with:

(a) The Company shall approve of the form and content of the instrument of transfer;

(b) The Transferor and Transferee named therein execute and acknowledge such other instrument or instruments as the counsel to the Company, may deem necessary or desirable as a precondition to the Transferee's admission including, without limitation, a personal guaranty as described in Section 7.11 above and/or to effectuate such admission;

(c) The Transferee in writing accepts and adopts all of the terms and conditions of this Agreement, as the same may have been amended;

(d) The Transferor pays, all reasonable expenses incurred in connection with such admission, including, without limitation, legal fees and costs; and

(e) If required by the Company, an opinion of counsel to the Company, which counsel and opinion are satisfactory to the counsel of the Company, that an exemption from registration or qualification under the Securities Act, and under all applicable statutes, rules or laws of any state, which may be applicable thereto, is available. The admission is approved by a Majority in Interest of the Members.

9.6 Restrictions on Assignees. An assignee of a Transferable Interest in the Company who does not become a Substituted Member shall have no right to require any information or account of the Company's transactions, to inspect the Company's books, or to vote on any of the matters as to which a Member would be entitled to vote under this Agreement. An assignee shall only be entitled to receive the share of the profits or other compensation by way of income, or the return of its contributions, to which its assignor would otherwise be entitled.

9.7 Allocations Between Transferor and Transferee. Upon the Transfer of all or any part of the Membership Interest of a Member as herein above provided, Profit and Loss shall be allocated between the Transferor and Transferee on the basis of the computation method which in the sole discretion of the Member is in the best interests of the Company; provided, however, such method is in conformity with the methods prescribed by §706 of the Code and Treasury Regulation §1.706-1(c)(2)(ii). Distributions shall be made to the holder of record of the Percentage Interest on the date of distribution. Any Transferee of a Transferring Interest shall succeed to the Capital Account of the Transferor Member to the extent such account relates to the Transferred Interest; provided, however, that if such Transfer causes a termination of the Company pursuant to §708(b)(1)(B) of the Code, the Capital Accounts of all Members, including the Transferee, shall be redetermined as of the date of such termination in accordance with Treasury Regulations §1.704-1(b).

9.8 No Partition. No Member shall have the right to partition any assets of the Company, nor shall a Member make application or proceeding for a partition thereto and, upon any breach of the provisions of this Section 9.8 by any Member, the other Members (in addition to any rights and remedies afforded by law or equity) shall be entitled to a decree or order restraining or enjoining such application, action or proceeding.

9.9 Option to Purchase Interests Owned by Substituted Member. As a condition to being admitted as a Substituted Member, each Substituted Member and the spouse of the Substituted Member agree to the provisions in Article 9, including without limitation to the provisions of Section 9.9.

(a) Option to Purchase. Notwithstanding the provisions of Section 9.2 and 9.3 above, an Initial Member or its designee shall have the right and option to Purchase and the Substituted Member, or his duly appointed representative, shall sell to Initial Member (or its designee), all of the Units owed by such person. The Option may be exercised at any time by written notice to Substituted Member. The purchase price for the Units being acquired from the Member shall be the Purchase Price of the Units being acquired, determined in accordance with Section 9.9(b) below.

(b) Determination of Purchase Price. For purposes of this Agreement, the Purchase Price for the Units (both Governance Units and Financial Units) being acquired from the Member shall be the Fair Market Value thereof determined as of the last day in the calendar month prior to the month during which the Option is exercised in accordance with the provisions of Sections 9.13 below ("Purchase Price").

(c) Closing. The closing for the purchase and sales of the Units to be acquired from the Member (or his representative) shall take place at the offices of the Company within thirty (30) days after the Purchase Price for the Interests to be transferred shall have been determined on ninety (90) days after the date upon which the Option is exercised, whichever is later ("Closing").

(d) Payment. At the Closing, the Purchase Price for Units purchased shall be paid to the Member or his appointed representative at the Closing, in accordance with the provisions of Section 9.14 below.

(e) Indebtedness. The full amounts owed by the Company to the Member whose Units are being transferred shall be paid to the holder of the debt in accordance with the provisions of Section 9.14.1 and 9.14.2 above. The full amount of any indebtedness owed by the Member whose Units are being transferred shall be offset against the payments of the Purchase Price, so that all such indebtedness shall be paid to the Company in full before payment of the Purchase Price in accordance with the provisions of Section 9.14.

9.10 Interest of a Spouse of Transferee. In the event an Initial or Substituted Member or Transferee of a Transferable Interest is married, his/her spouse must execute the Spousal Consent attached to this Agreement. If the Member or Transferee of a Transferable Interest is not married as of the date of this Agreement and subsequently marries or remarries after the dissolution of the marriage, the spouse must execute a Spousal Consent in the same form as the Spousal Consent attached to this Agreement. If said spouse refuses or fails to execute the Spousal Consent within thirty (30) days of a written request to the Member by the Member, the Company as its designee may repurchase the Member's Interest as if the Member had been terminated in accordance with Section 9.12 below.

9.11 Withdrawal or Expulsion. Notwithstanding any other provision of this Agreement to the contrary

(a) A Member may withdraw from the Company only after giving notice of withdrawal to the other Members at least 90 days prior to the effective date of the withdrawal.

(b) A Member may be expelled from the Company by an affirmative vote of the Members holding a majority of the Governance Units held by Members other than the expelled Member, if the expelled Members has been guilty of wrongful conduct that adversely and materially affects the business or affairs of the Company, or the expelled Members has willfully or persistently committed a material breach of the articles of organization of the Company or this agreement or has otherwise breached a duty owed to the Company or to the other Members to the extent that it is not reasonably practicable to carry on the business or affairs of the Company with that Member. The right to expel a Member under the provisions of this section does not limit or adversely affect any right or power of the Company or the other Members to recover any damages from the expelled Member or to pursue other remedies permitted under applicable law or in equity. In addition to any other remedies, the Company or the other Members may offset any such damages against any amounts otherwise distributable or payable to the expelled Member.

9.12 Effect of Member's Dissociation. Within 120 days following the death, withdrawal, expulsion, bankruptcy, or dissolution of a Member, the other Members (whether one or more) may elect to continue the Company by themselves or with others, and to cause the Company to purchase the Units owned by the dissociating Member pursuant to the provisions of the sections of this agreement relating to Purchase Price and payment for Member's Units. Making the election is in the sole discretion of the other Members and requires the consent of other Members holding a majority of the Units held by the other Members. Notice of the election must be given in writing to the dissociating Member or the dissociating Member's successor in interest promptly after the election is made. If the other Members do not so elect, the Company will be dissolved.

9.13 Purchase Price. If the other Members elect to cause the Company to purchase the Units of a dissociating Member under the section of this agreement relating to effect of a Member's dissociation, the purchase price of the Member's Units in the Company will be determined by agreement between the other Members (acting by vote) and the dissociating Member. If an agreement on the Purchase Price is not reached within 30 days following the election to purchase the Units of the Member, the Units must be valued by a third party appraiser selected by the Member who is reasonably acceptable to the Member, and the Purchase Price will be the value determined in that appraisal. In appraising the Units to be purchased, the appraiser must determine the fair market value of the Units as of the date of the event of dissociation. In determining the value, the appraiser must consider the greater of the liquidation value of the Company or the value of the Company based upon a sale of the Company as a going concern. The appraiser must also consider appropriate minority Units, lack of marketability, and

other discounts only if the transfer of the Units is as or result of the expulsion or withdrawal of the Member. If the appraisal is not completed within 120 days following the election to purchase the Units of the Member, either of the Members or the Member may apply to a court of competent jurisdiction for the appointment of another appraiser, in which case the court-appointed appraiser must appraise the Units of the Member in accordance with the standards set forth in this section, and the Purchase Price will be the value determined in that appraisal.

9.14 Payment for Member's Interest. The Purchase Price for the interest of a Member purchased under the section of this agreement relating to effect of member's dissociation will be paid as follows:

9.14.1 The Purchasing Price will bear interest from the date of the election of the other Members to purchase the dissociating Member's interest at the prime rate of interest in effect on the date of the election as quoted in The Wall Street Journal or, if that publication is not available, another reputable national publication selected by the other Members that is reasonably acceptable to the dissociating Member.

9.14.2 The Purchase Price will be payable in accordance with the terms of a promissory note of the Company providing for the payment of the principal amount in 60 equal monthly installments, including interest on the unpaid balance, with the first installment to be due one month after the date of closing and an additional installment to be due on the same day of each month thereafter until the promissory note is paid in full. The promissory note will bear interest from the date of the closing at the rate specified above. The promissory note must provide that is any installment is not paid when due, the holder may declare the entire remaining balance, together with all accrued interest, immediately due and payable. Partial or complete prepayment of the remaining balance due under the promissory note will be permitted at any time without penalty, provided that any partial prepayment will not affect the amount or regularity of payments coming due thereafter.

9.14.3 The purchase must be closed within 30 days following the determination of the purchase price. At the closing, the dissociating Member must sign and deliver to the Company a written assignment transferring the entire interest of the dissociating Member in the Company to the Company free and clear of all encumbrances. Such assignment must contain warranties of title and good right to transfer. At the closing, the Member, and the Company must also deliver its promissory note to the dissociating Member. Each of the other Members must sign and deliver to the dissociating Member a security agreement granting a security interest to the dissociating Member in that percentage of the interest of the dissociating Member being purchased by the Company. The security agreement must be in a form reasonably acceptable to the attorney for the dissociating Member and will secure payment of the promissory note by the Company. The security agreement must provide that if there is a default in the payment of the promissory note by the Company and the security interest is foreclosed or the interest in the Company is retained by the secured party in satisfaction of the indebtedness, the interest may be transferred without the necessity of tendering the interest to the Company under the section of this agreement relating to tender of interest and the person acquiring the interest in the Company

will be admitted as a member of the Company without further consent of the Members being required.

9.15 Effect of Purchase of Member's Units. A dissociating Member will cease to be a Member upon the election of the other Members to cause the Company to purchase the dissociating Member's Units pursuant to the section of this agreement relating to effect of member's dissociation. Thereafter, the dissociating Member will have no rights as a Member in the Company, except the right to have the dissociating Member's Units purchased in accordance with the terms of this agreement.

9.16 Successor in Interest. For purposes of this section relating to dissociation and dissolution, the term "dissociating Member" includes the dissociating Member's successor in interest.

ARTICLE 10

TERM OF COMPANY; DISSOLUTION

10.1 Term. The Company shall commence as of the later of the date this Agreement is executed or the date the Articles of Organization are filed in the Office of the California Secretary of State and shall continue until terminated by law unless sooner dissolved as provided under Section 10.2 hereof.

10.2 Events Causing Dissolution of the Company. The Company shall be dissolved upon the first to occur of the following events:

(a) The expiration of the term of the Company, unless such term has been extended by the written agreement of the Majority in Interest of the Members;

(b) The written affirmative election of a Majority in Interest of the Members;

(c) The death, insanity, retirement, withdrawal, bankruptcy, resignation, expulsion of a Member unless the Majority in Interest of the Members agree in writing to continue the business of the Company within sixty (60) days thereafter;

(d) The entry of a judicial decree of dissolution;

(e) The sale or termination of all or substantially all of the business owned by the Company; or

(f) The happening of any event that makes it unlawful or impossible to carry on the business of the Company.

ARTICLE 11

TERMINATION

11.1 Final Accounting. In case of the dissolution of the Company, a proper accounting shall be made from the date of the last previous accounting to the date of dissolution.

11.2 Liquidation. Upon the dissolution of the Company, some Person selected by a Majority in Interest of the Members, shall act as liquidator to wind up the Company ("Liquidation"). The liquidator shall have full power and authority to sell, assign and encumber any or all of the Company's assets and to wind up and liquidate the affairs of the Company in an orderly and businesslike manner. The Liquidation shall give Notice of the commencement of winding up by mail to all known creditors and claimants against the Company whose addresses appear in the records of the Company. After paying or adequately providing for the payment of all known debts of the Company, but excluding all other debts owing to Members, the remaining assets of the Company shall be disturbed or applied in the following order of priority: (i) to pay the expenses of liquidation; (ii) to the establishment of reasonable reserves for contingent liabilities or obligations of the Company, upon the Liquidation's determination that such reserves are no longer necessary, said reserves shall be distributed as provided in Section 11.2; (iii) to repay outstanding loans to Members, if there are insufficient funds to pay such loans in full, each Member shall be repaid in the ration that the Member's loan, together with interest accrued and unpaid thereon, bears to the total of all such loans from Members, including all interest accrued and unpaid thereon, such repayment shall first be credited to unpaid principal and the remainder shall be credited to accrued and unpaid interest; and (iv) to the Members in proportion to positive balance in each Member's Capital Account (after taking into account all Capital Account adjustments for the taxable year of liquidation).

11.3 Distribution in Kind. If the Liquidator shall determine that a Company asset should be distributed in kind, the Liquidator shall determine the Fair Market Value of the asset as of a date reasonably close to the date of liquidation. Any unrealized appreciation or depreciation with respect to such asset shall be allocated among the Members (in accordance with the provisions of Article 5 assuming that the asset was sold for its Fair Market Value) and taken into consideration in determining the balance in the Members' Capital Accounts as of the date of liquidation. Distribution of any such asset in kind to a Member shall be considered a distribution of an amount equal to the asset's Fair Market Value for purposes of Section 11.2. The liquidator, in its sole discretion, may distribute any percentage of any asset in kind to a Member even if such percentage exceeds the percentage in which the Member shares in distributions as long as the sum of the cash and Fair Market Value of all the assets distributed to each Member equals the amount of the distribution to which each Member is entitled.

11.4 Waiver of Right to Court Decree of Dissolution. The Members agree that irreparable damage would be done to the Company if any Member brought an action in court to dissolve the Company. Accordingly, each of the Members accepts the provisions of this Agreement as his sole entitlement on termination of his membership in the Company. Each

Member hereby waives and renounces his right to seek a court decree of dissolution or to seek the appointment by a court of a liquidator for the Company.

11.5 Certificate of Dissolution. Upon the completion of the distribution of Company's assets as provided in this Article 11, the Company shall be terminated and the Person acting as liquidator shall file the certificate of dissolution and shall take such other actions as may be necessary to terminate the Company.

11.6 No Negative Capital Account Restoration. No Member shall have any obligation whatsoever upon the liquidation of such Member's Interest, the liquidation of the Company or in any other event, to contribute all or any portion of any negative balance standing in such Member's Capital Account to the Company; to any other Member or to any other Person or entity.

ARTICLE 12

NOTICES

12.1 Notices. All notices or other communications required or permitted hereunder shall be in writing, and shall be delivered or sent, as the case may be, by any of the following methods: (i) personal delivery, (ii) overnight commercial carrier, (iii) registered or certified mail, postage prepaid return receipt requested, or (iv) facsimile or e-mail. Any such notice or other communication shall be deemed received and effective upon the earlier of (a) if personally delivered, the date of delivery to the address of the Person to receive such notice; (b) if delivered by overnight commercial carrier, one (1) day following the receipt of such communication by such carrier for the sender, as shown on the sender's delivery invoice from such carrier; (c) if mailed, on the date of delivery as shown by the sender's registry or certification receipt; (d) if given by telephone or cable, when delivered to the telegraph company with charges prepaid; or (e) if given by facsimile or e-mail, when sent provided that it is confirmed within forty-eight (48) hours of being sent by the recipient of its receipt thereof. Any reference herein to the date of receipt, delivery, giving or effective date, as the case may be, of any notice or communication shall refer to the date such communication becomes effective under the terms of this Section 12.1, by such notice or other communication so delivered shall be addressed to the party to be served at the address set forth in Section 1.5 in the case of the Company and at the addresses set forth in the Required Records of the Company in the case of any of the Members. Such addresses may be changed by giving written notice to the other parties in the manner set forth in this Section 12. Rejection or other refusal to accept or the inability to deliver because of a changed address of which no notice was given shall be deemed to constitute receipt of notice or other communication sent.

12.2 Computation of Time. In computing any period of time under this agreement, the day of the act, event or default from which the designated period of time begins to run shall not be included. The last day of the period so computed shall be included, unless it is a Saturday, Sunday or legal holiday, in which event the period shall run until the end of the next day that is not a Saturday, Sunday or legal holiday.

ARTICLE 13

INVESTMENT REPRESENTATIONS

13.1 Investment Purpose. In acquiring an Interest in the Company, each Member represents and warrants that he is acquiring such Interest for his own account for investment and not with a view of its sale or distribution. Each Member recognizes that investments such as those contemplated by the Company are speculative and involve substantial risk.

13.2 Investment Restriction. Each Member recognizes that: (a) the Interests in the Company have not been registered under the Securities Act, in reliance upon an exemption from such registration; (b) a Member may not sell, offer for sale, transfer, pledge or hypothecate all or any part of his Interest in the Company in the absence of an effective registration statement covering such interest under the Securities Act unless such sale, offer of sale, transfer, pledge or hypothecation is exempt from registration under the Securities Act, (c) neither the Company nor the Members have an obligation to register any other Member's interest for sale, or to assist in establishing an exemption from registration for any proposed sale, and (d) the restrictions on transfer may severely affect the liquidity of a Member's investment.

ARTICLE 14

INDEMNIFICATION

14.1 Indemnification of Members. To the greatest extent not inconsistent with the Act and the other laws and public policies of the State of California, Company will indemnify against expenses and liabilities any Member made a party or who was threatened to be made a party to any proceeding by Company or another because that parity is or was a Member against all liability incurred by that person in connection with any action, suit, or proceeding, or any threatened, pending, or complete action of suit of proceeding; whether civil, criminal, administrative or investigative pursuant to the procedures set forth in Section 14.6 below, it is determined that indemnification of that person is permissible under the circumstances because the person has met the standards of conduct for indemnification set forth in Section 14.5 below.

14.2 Advance Undertakings for Indemnification. To the greatest extent not inconsistent with the Act and other laws and public policies of the State of California, Company will pay for or reimburse the reasonable expenses incurred by a Member in connection with any proceeding as incurred in advance of final disposition of the action, suit, or proceedings if (i) the person furnishes Company a written affirmation of the person's good faith belief that the Member has met the standards of conduct for indemnification described in Section 14.5 below; (ii) the Member furnishes Company a written undertaking to repay the advance if it is ultimately determined by a court of competent jurisdiction that the Member did not meet the applicable standard of conduct and that the Member is not entitled to be indemnified; and (iii) a determination is made in accordance with the procedures set forth in Section 14.6 below, that

based on facts then known to those making the determination, indemnification would not be precluded under this Article 14.

The undertaking described above must be a general obligation of the Member, subject to any reasonable limitations as Company may permit, but need not be secured and may be accepted without reference to financial ability to make repayment. Company will indemnify a Member who is wholly successful, on the merits or otherwise, in the defense of any such proceeding, as a matter of right, against reasonable expenses incurred by the Member in connection with the proceeding without the requirement of a determination described in Section 14.6 below.

14.3 Advance of Expenses. On demand by a Member for indemnification or advancement of expenses incurred in defending a civil or criminal lawsuit or proceeding, Company will expeditiously determine whether the Member is entitled to indemnification or advancement of expenses in accordance with this Article 14. The indemnification and advancement of expenses provided for under this Article 14 will be applicable to any proceeding arising from acts or omissions occurring before or after the adoption of this Agreement.

14.4 Indemnification of Others. Company may, but is not required, to indemnify any person who is or was an employee or agent of Company to same extent as if that person was a Member.

14.5 Standards of Conduct Required for Indemnification. Indemnification of a Member is permissible under this Article only if (i) the person acted in good faith, and (ii) the person reasonably believed that the conduct was in Company's best interest, and (iii) in the case of any criminal proceeding, the person had no reasonable cause to believe that the person's conduct was unlawful. The termination of a proceeding by judgment, order, settlement, conviction, or on a plea of nolo contendere or its equivalent is not, I n itself, determinative that the person did not meet the standard of conduct described in Section 14.5.

14.6 Procedures to Approve Indemnification. A determination as to whether indemnification of or advancement of expenses is permissible will be made by any one of the following procedures:

(a) By the Members not at the time parties to the proceedings holding a Majority-in-Interest; or

(b) By the Members not parties to the proceedings in the manner prescribed in Section 14.7 below.

14.7 Court Order of Indemnification. A Member who is a party to a proceeding may apply for indemnification from Company to the court, if any, conducting the proceeding or to another court of competent jurisdiction. On receipt of an application, the court, after giving notice the court considers necessary, may order indemnification if the court determines either of the following:

(a) In a proceeding in which the Member is wholly successful, on the merits or otherwise, that the Member is entitled to indemnification under this Section 14.7, in which case the court will order Company to pay the Member the reasonable expenses incurred to obtain that court ordered indemnification; or

(b) The Member is fairly and reasonably entitled to indemnification in view of all the relevant circumstances, regardless of whether the Member met the standards of conduct set forth in Section 14.6 above.

14.8 Described Indemnification Rights are Non-Exhaustive. Nothing contained in this Article 14 limits or precludes the exercise, or may be deemed exclusive, of any right under the law, by contract or otherwise, relating to indemnification of or advance of expenses to any person who is or was a Member, or is or was serving at Company's request as a director, officer, partner, Member, trustee, employee or agent of another foreign or domestic company, partnership, association, limited liability company, corporation, joint venture, trust, employee benefit plan, or other enterprise, whether for profit or not.

14.9 Construction of Indemnification Rights. Nothing contained in this Article 14 limits the ability of Company to otherwise indemnify or advance expenses to any person. It is the intent of this Article 14 to provide indemnification to Members to the fullest extent now or hereafter permitted by law consistent with the terms and conditions of this Article 14. Indemnification will be provided in accordance with this Article 14 irrespective of the nature of the legal or equitable theory on which a claim is made including, without limitation, negligence, breach of duty, mismanagement, waste, breach of contract, breach of warranty, strict liability, violation of federal or state securities law, violation of the Employee Retirement Income Security Act of 1974, as amended, or violation of any other state or federal law.

14.10 Definitions for Indemnification Provisions.

(a) "Expenses" means all direct and indirect costs (including, without limitation, attorney fees, retainers, court costs, transcripts, expert fees, witness fees, travel expenses, duplicating costs, printing and binding costs, facsimile costs, telephone charges, postage, messenger and delivery fees, and all other out-of-pocket expenses) actually incurred in connection with the investigation, defense, settlement, or appeal of a proceeding or establishing or enforcing a right to indemnification under this Section 14.10, applicable law, or otherwise.

(b) "Liabilities" mean obligations (including those incurred by way of settlement) to pay a judgment, settlement, penalty, fine, excise tax (including an excise tax assessed with respect to an employee benefit plan), or reasonable expenses incurred with respect to a proceeding.

(c) "Party" means any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative or investigative and whether formal or informal.

14.11 Insurance Funding of Indemnification. To the greatest extent not inconsistent with the Act and other laws and public policies of the State of California, Company may purchase and maintain insurance or other financial arrangement for the benefit of any person who is or was a Member, employee, or agent, against any liability asserted against or expenses incurred by that person arising out of that person's service with the Company, whether or not Company would have the power to indemnify that person against liability. These other financial arrangement made by Company may include:

(a) Insurance.
(b) The creation of a trust fund.
(c) The establishment of a program of self-insurance.
(d) The granting of a security interest or other lien on any assets of the Company.
(e) The establishment of a letter of credit, guaranty, or surety.

None of the above may, however, provide protection for a person adjudged by a court of competent jurisdiction, after exhaustion of all appeals, to be liable for intentional misconduct, fraud, or a knowing violation of law, except with respect to the advance of expenses or indemnification ordered by a court. Any insurance or other financial arrangement made on behalf of a person pursuant to this Section 14.11 may be provided by Company or other person approved by the Members.

ARTICLE 15

MEETING PROVISIONS

15.1 Meetings: Call, Notice and Quorum. Meetings of the Members may be called at any time by Members representing five percent (5%) or more of the Interests of the Members, for the purpose of addressing any matters on which the Members may Vote. With respect to meetings and voting, only Members holding Governance Units can Vote. If a meeting of the Members is called by the Members, Notice of the call shall be delivered to the Chairperson/President for the Company. Meetings may be held at the principal executive office of the Company or at any other location designed by the counsel for the Company. Following the call of a meeting, the Chairperson/President for the Company shall give Notice of the meeting not less than 10, nor more than 20, calendar days before the meeting date to all Members entitled to Vote at the meeting The Notice shall state the place, date and hour of the

meeting, the means of electronic transmission by and to the Company or electronic video communication, if any, and the general nature of business to be transacted. No other business may be transacted at the meeting. A quorum at any meeting of Members shall consist of only a majority of Members with Governance Units, represented in person or by Proxy. The Members present as a duly called or held meeting at which a quorum is present may continue to transact business until adjournment, notwithstanding the withdrawal of a sufficient number of Members to leave less than a quorum, if the action taken, other than adjournment, is approved by the requisite Percentage of Members as specified in this Agreement or the Act.

15.2 Adjournment of Meetings. A meeting of Members at which a quorum is present may be adjourned to another time or place and any business that might have been transacted at the original meeting may be transacted at the adjourned meeting. If a quorum is not present as an original meeting, that meeting may be adjourned by the Vote of a majority of holders of Governance Units represented either in person or by Proxy. Notice of the adjourned meeting need not be given to Members entitled to Notice if the time and place of the adjourned meeting are announced at the meeting at which the adjournment is taken, unless (a) the adjournment is for more than 45 days, or (b) after the adjournment, a new record date is fixed for the adjourned meeting. In the situations described in clauses (a) and (b), Notice of the adjourned meeting shall be given to each Member of record entitled to Vote at the adjourned meeting.

15.3 Waiver of Notice. The transactions of any meeting of Members, however called and noticed, and wherever held, shall be as valid as though consummated at a meeting duly held after regular call and notice, if (a) a quorum is present at that meeting, either in person or Proxy, and (b) either before or after the meeting, each of the persons entitled to Vote, not present in person or by Proxy, signs either a written waiver of notice, a consent to the holding of the meeting, or an approval of the minutes of the meeting. Attendance of a Member at a meeting shall constitute waiver of notice, unless that Member objects, at the beginning of the meeting, to the transaction of any business on the ground that the meeting was not lawfully called or convened. Attendance at a meeting is not a waiver of any right to object to the consideration of matters required to be described in the notice of the meeting and not so included, if the objection is expressly made at the meeting.

15.4 Proxies. At all meetings of Members, a Member may Vote in person or by Proxy. The Proxy shall be filed with Chairperson/President for the Company before or at the time of the meeting, and may be filed by facsimile transmission to Chairperson/President for the Company at the principal executive office of the Company or any other address given by Chairperson/President for the Company to the Members for those purposes.

15.5 Participation in Meetings by Electronic Means. A meeting of the Members may be conducted, in whole or in part, by electronic transmission by and to the Company or by electronic video communication if (1) the Company implements reasonable measures to provide Members (in person or by Proxy) a reasonable opportunity to participate in the meeting and to vote on matters submitted to the Members, including an opportunity to read or hear the proceedings of the meeting substantially concurrently with those proceedings, and if (2) any Member Votes or takes other action at the meeting by means of electronic transmission to the

Company or electronic video communication, a record of that vote or action is maintained by the Company.

15.6 Action by Members Without a Meeting. Any action that may be taken at any meeting of the Members may be taken without a meeting if a consent in writing, setting forth the action so taken, is signed by Members having not less than the minimum numbers of Votes that would be necessary to authorize or take that action at a meeting at which all Members entitled to Vote were present and voted. If the Members are requested to consent to a matter without a meeting, each Member shall be given notice of the matter to be voted on in the manner described in Section 15.1. Any action taken without a meeting shall be effective when the required minimum number of Votes have been received. Prompt Notice of the action taken shall be given to all Members who have not consented to the action.

15.7 No Agency; Indemnification. No Member acting solely in the capacity of a Member is an agent of the Company, nor can any Member acting solely in the capacity of a Member bind the Company or execute any instrument on behalf of the Company. Accordingly, each Member shall indemnify, defend and hold harmless each other Member and the Company from and against any and all loss, cost, expense, liability, or damage arising from or out of any claim based on any action by the Member in contravention of the first sentence of this Section 15.7.

ARTICLE 16

GENERAL PROVISIONS

16.1 Construction of Agreement. The Article and Section headings of this Agreement are used herein or reference purposes only and should not govern, limit, or be used in construing this Agreement or any provision hereof. Each of the Exhibits attached hereto is incorporated herein by reference and expressly made a part of this Agreement for all purposes. References to any Exhibit made in this Agreement shall be deemed to include this reference and incorporation. Where the context so requires, the use of the neuter gender shall include the masculine and feminine gender, the masculine gender shall include the feminine and neuter genders, and the singular number shall include the plural and vice versa. Time is of the essence of this Agreement.

16.2 Successors and Assigns. Subject to the restrictions set forth in Article 9, this Agreement shall inure to the benefit of and shall bind the parties hereto and their respective heirs, executors, personal representatives, successors, and assigns.

16.3 Entire Agreement. This Agreement constitutes the entire understanding and agreement among the parties hereto with respect to the subject matter hereof and there are no agreements, understandings, restrictions, representations or warranties among the parties other than those set forth herein.

16.4 Amendment; Waiver.

(a) This Agreement may be modified or amended only upon written consent of all of the Members. Notwithstanding the foregoing, this Agreement may be amended (i) by a Majority In Interest of the Members to the extent that such amendments do not, in the sole and absolute discretion of the Member, impair the contractual and/or economic rights provided by this Agreement of any non-consenting Member and/or (ii) to reflect the action taken by the Members in accordance with Section 7.3 hereof.

(b) The Articles of Organization may be modified or amended only upon written consent of all of the Members.

(c) No rights hereunder may be waived except by an instrument in writing sought to be charged with such waiver.

16.5 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be considered an original, but all of which taken together shall constitute one agreement.

16.6 Governing Law. All questions concerning the construction, validity, and interpretation of this Agreement and the performance of the obligations imposed by this Agreement shall be governed by the internal law, but not the law of conflicts, of the State of California applicable to transactions to be entirely performed therein.

16.7 Legal Fees. If any dispute between Company and the Members or among the Members results in litigation or arbitration, the prevailing party in the dispute will be entitled to recover from the other party all reasonable attorneys' fees, costs, and expenses of enforcing any right of the prevailing party.

16.8 No Third Party Rights. None of the provisions contained in this Agreement shall be for the benefit of or enforceable by any third parties; including creditors of the Company or the Members.

16.9 Severability. If any provision of this Agreement is held to be illegal, invalid, or unenforceable under the present or future laws effective during the term of this Agreement, that provision will be fully severable. This Agreement will be construed and enforced as if the illegal, invalid, or unenforceable provision had not comprised a part of this Agreement; the remaining provisions of the Agreement will remain in full force and effect and will not be affected by the illegal, invalid, or unenforceable provisions or by tis severance from this Agreement. Furthermore, the parties agree to replace any illegal, invalid, or unenforceable provision of this Agreement with a similar valid and enforceable provision that will achieve, to the fullest extent possible, the economic business, and other purposes of the void or unenforceable provision.

16.10 Advice of Consultant. Each person signing this Agreement:

(a) Maven Innovative Consultancy, LLC is acting solely as consultant for FLOWER DEPT LLC and with the consent of. Kenneth R. Brymer, Antonio Simeone, and Victor E Quezada also as consultant for the Company Dr.Tyrone Freeman, DBA, MBA, agent of Maven Innovative Consultancy, LLC had advised ALL *initial members* to consult with her own attorney/consultant in connection with this Agreement and the transactions to be consummated with FLOWER DEPT LLC ownership interest.

(b) understands that this Agreement contains legally binding provisions;

(c) has the opportunity to consult with a lawyer, and;

(d) has either consulted with a lawyer, consultant or consciously decided not to consult a lawyer or consultant. The same consultant is representing the Company and, Initial Members, in this matter. Before representing those parties, the consultant consulted with each party concerning the implications of the common representation, including the advantages and the risks involved, and each party consented to the common representation.

16.11 Additional Documents and Acts. Each Member agrees to execute and deliver additional documents and instruments and to perform all additional acts necessary or appropriate to effectuate, carry out, and perform all of the terms, provisions, and conditions of this Agreement and the transaction contemplated by it.

16.12 No Third Party Beneficiary. This Agreement is made solely and specifically among and for the benefit of the parties to it, and their respective successors and assigns, subject to the express provisions of the agreement relating to successors and assigns, and no other person has or will have any rights, interest, or claims under this Agreement as a third party beneficiary or otherwise.

16.13 Tax Consequences. Members acknowledge that the tax consequence of each Member's investment in the Company is dependent on each Member's particular financial circumstances. Each Member will rely solely on the Member's financial advisors and not the Company. The Company makes no warranties as to the tax benefits that the Members receive or will receive as a result of the Member's investment in the Company.

16.14 Title to Company Property. Legal title to all property of the Company must be held and conveyed in the name of the Company.

16.15 Reliance on Authority of Person Signing Agreement. In the event that a Member is not a natural person, neither the Company nor any Member will (1) be required to determine the authority of the individual signing this Agreement to may any commitment or undertaking on behalf of the entity or to determine any fact or circumstance bearing on the existence of the authority of the individual, or (2) be required to see to the application or

distribution of proceeds paid or credited to individuals signing this Agreement on behalf of the entity.

16.16 Warranty of Each Member. Each Member agrees, represents, and warrants that at the time he or she executes this Agreement, either:

(a) He or she is under no legal obligation, by way of judgment, agreement, contract, or otherwise, specifically including but not limited to any employment agreement, marital settlement agreement, prenuptial or postnuptial agreement, nonmarital property agreement, or creditor's agreement, that conflicts with the terms of this Agreement or might impede that Member's ability to comply with the terms of this agreement, including but not limited to those provision of this Agreement respecting the operation and management of the Company or dealing with the transfer or interests in the Company; or

(b) that if he or she is under any legal obligation referred to in subparagraph (a) above, he or she shall supply, at the time her or she executes this Agreement, a signed consent by each person legally to entitled to enforce that obligation, in substantially the form of the spousal consent form attached to this Agreement, modified as appropriate to the circumstances and approved by all the other members of the Company, by which that person legally entitled to enforce the obligation agrees to be bound by all provision of this Agreement.

16.17 Specific Performance. The Members agree that they will not have an adequate remedy at law if this Agreement is not performed in accordance with its terms, and that any damages available at law for breach of this Agreement would not be an adequate remedy. Therefore, the provisions and the obligations of the Members under this Agreement are enforceable by a decree of specific performance, and appropriate injunctive relief may be applied for and granted in connection therewith. These remedies and all other remedies provided for in this Agreement are cumulative and not exclusive and are in addition to any other remedies that a Member may have under this Agreement.

16.18 Interpretation. Each party to this Agreement acknowledges that it has participated in the drafting of this Agreement, and any applicable rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be applied in connection with the construction or interpretation of this Agreement.

"We have read and understand the foregoing and agree to submit disputes arising out of the matters included in the "Arbitration of Disputes" provision to neutral Arbitration."

IN WITNESS WHEREOF the Members have executed this Agreement effective as of the date first above written

MEMBERS

Antonio Simeone, with 498 Governance Units and 3,000 Financial Units

Victor E Quezada, with 4 Governance Units and 3,000 Financial Units

Kenneth R. Brymer with 498 Governance Units, and 3000 Financial Units

---------- End-------

ADDITIONAL SIGNATURE PAGE
TO LIMITED LIABILITY COMPANY OPERATING
AGREEMENT OF FLOWER DEPT LLC

THE UNDERSIGNED hereby agrees to be bound by the terms and provisions of that certain LIMITED LIABILITY COMPANY OPERATING AGREEMENT OF FLOWER DEPT LLC, a California limited liability company, to which this signature page is appended.

IN WITNESS WHEREOF, the undersigned has executed this Agreement effective as of this ____ day of _____, 2020.

SUBSTITUTED MEMBER

_____

CERTIFICATION

THE UNDERSIGNED hereby certifies that _____ is hereby admitted as a Substituted Member of FLOWER DEPT LLC, a California limited liability company owning _____ Governance Unit(s) and ____ Financial Unit(s) as of the date hereof.

IN WITNESS WHEREOF, the undersigned has executed this Agreement effective as of this ___ day of ____ 20__.

FLOWER DEPT LLC
A California limited liability company

By: _____
_____, Member

By: _____
_____, Member

EXHIBIT "A" TO
LIMITED LIABILITY COMPANY AGREEMENT OF
FLOWER DEPT LLC,
A CALIFORNIA LIMITED LIABILITY COMPANY

UNITS INITIALLY ACQUIRED BY INITIAL MEMBERS

MEMBER	Governance Units	Financial Units	Total Units	Consideration
Antonio Simeone	498	3,000	3,498	**Sweat Equity- Expertise, buildout. Etc.**
Victor E Quezada	4	3,000	3,004	**Monetary investment, payment of ongoing operation/setup expenses for life of operations**
Kenneth R. Brymer	498	3,000	3,498	**Sweat Equity,- Expertise, buildout. Etc.**
TOTAL	**1000**	**9,000**	**10,000**	**$**

4. List Of Fictitious Business Names We Are Operating Under

Flower Department, LLC has not filed any fictitious names at the time of the filing of this application. If at a future date, we decide to operate under a FBN we will inform the city according to the determined procedure set forth by this city.

5. The Legal Name of The Applicant

The Applicant ***Flower Dept LLC.***, referred to as "***Flower Dept"*** throughout this entire application, is a California registered general stock corporation, in good standing with the Secretary of State. The Corporation is formed solely for the purposes of this commercial cannabis business license in the City of Banning. It does not hold any other assets, liabilities, or owners, other than those listed on this application form. The Applicant's cannabis business experience comes through its Owners, described in this section.

6. Current Name And Information Of 24 - Hour Contact

Flower Dept's Emergency 24-Hour Contact will be Owner Antonio Simeone.

He will be readily available to assist in any issues related to any problems complaints or concerns associated with the cannabis business throughout the entire development process. He will be reachable at (213) 479-7601, 1simeonegroup@gmail.com.

7. Business Trade Name (If Applicable)

Flower Dept, LLC has not filed any fictitious names at the time of the filing of this application. If at a future date, we decide to operate under a FBN we will inform the city according to the determined procedure set forth by this city.

8. List Of Licenses Held By Owners

Owners Antonio Simeone and Kenneth Brymer are on the below license. Mr. Victor Quezada has no other licenses.

Department of Cannabis Control
CALIFORNIA

Department of Cannabis Control
licensing@cannabis.ca.gov, www.cannabis.ca.gov

Cannabis Cultivation License
Adult-Use

Business Name:
ANGEL CITY FARMERS COOPERATIVE CORPORATION

Doing Business As DBA:

License Number: CCL19-0003980
License Type: Provisional Adult-Use-Specialty Indoor

Main Premises:
13541 DESMOND ST
Los Angeles, CA 91331

Main APN: 2523004043

Valid: 01/22/2024
Expires: 01/22/2025

The licenses authorizes ANGEL CITY FARMERS COOPERATIVE CORPORATION to engage in commercial cannabis cultivation at the premises address listed above until the expiration date of this license. This license issued is pursuant to Division 10 of the California Business and Professions Code and is not transferable to any other person or premises location. This license shall always be displayed in a prominent place at the licensed premises. This license shall be subject to suspension or revocation if the licensee is determined to be in violation of Division 10 of the Business and Professions Code or regulations adopted thereunder.

Additional Premises APN(s) and Addresses:

Los Angeles County - 2523004043 — 13541 DESMOND ST - Los Angeles

Non-Transferable — **Post in Public View**

9. Disclosure Of Past License Denial

The applicant Flower Dept, LLC and its individual owners, Antonio Simeone and Kenneth Brymer, have not been denied licenses issued by any state licensing authority, nor had any penalizations, revocations, or other sanctions imposed.

10. PREMISE INFORMATION

Premise Information for Flower Dept, LLC is as follows:

Assessor's Parcel Number: 541-220-006
Physical Address 200 John St. Banning, CA 92220
Telephone Number: 213-479-7601
Website Address: NA
Email Address: 1simeonegroup@gmail.com

11. CANNABIS BUSINESS FEIN NUMBER

IRS DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

Date of this notice: 07-16-2024

Employer Identification Number:
99-4005279

Form: SS-4

Number of this notice: CP 575 B

FLOWER DEPT LLC
ANTONIO SIMEONE MBR
19360 RINALDI ST STE 388
PORTER RANCH, CA 91326

For assistance you may call us at:
1-800-829-4933

IF YOU WRITE, ATTACH THE
STUB AT THE END OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 99-4005279. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

Taxpayers request an EIN for their business. Some taxpayers receive CP575 notices when another person has stolen their identity and are opening a business using their information. If you did **not** apply for this EIN, please contact us at the phone number or address listed on the top of this notice.

When filing tax documents, making payments, or replying to any related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear-off stub and return it to us.

Based on the information received from you or your representative, you must file the following forms by the dates shown.

Form 1065 03/15/2025

If you have questions about the forms or the due dates shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, *Accounting Periods and Methods*.

We assigned you a tax classification (corporation, partnership, estate, trust, EPMF, etc.) based on information obtained from you or your representative. It is not a legal determination of your tax classification, and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2020-1, 2020-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, *Entity Classification Election*. See Form 8832 and its instructions for additional information.

A limited liability company (LLC) may file Form 8832, *Entity Classification Election*, and elect to be classified as an association taxable as a corporation. If the LLC is eligible to be treated as a corporation that meets certain tests and it will be electing S corporation status, it must timely file Form 2553, *Election by a Small Business Corporation*. The LLC will be treated as a corporation as of the effective date of the S corporation election and does not need to file Form 8832.

14. A Copy of Deed or Title

Not applicable as the applicant is not the landowner.

15. UNQUALIFIED CONSENT TO USE OF LAND

Letter of Authorization

APPLICATIONS FOR ZONING/LAND USE ENTITLEMENTS

TO: *Community Development Department*
City of Banning
P.O. Box 998
Banning, CA 92220

RE:

Property Address: 200 John St.
Assessor's Parcel Number(s): 541-220-006

I/We, the owner(s) of the above described real property, authorize Hide Iwagami , located at 3 Peters Canyon Rd. #110 Irvine, CA 92606 , to act as an agent on my/our behalf for the purpose of creating, filing, and/or managing any land use and building permit applications, or any other entitlements necessary to construct, operate, or otherwise gain approval for a project. I/We acknowledge that any application may be denied, modified, or approved with conditions, and that such conditions or modifications shall be complied with by the owner prior to issuance of any permits or project approval. Further, the owner agrees to notice the City of Banning immediately should this authorization be revoked for any reason.

The undersigned hereby certifies to being the fee owner(s) of the property described herein; that to the best of my/our knowledge the information contained within this authorization is true and correct.

Date 8-1-2024

(Signature)

Benjamin Melendez
(Print name)

State of California)
ss.
County of Orange)

On 08/01/2024 before me, J. Piazza Notary Public personally appeared
(Name and title of officer)
Benjamin Melendez Who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/ their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed this instrument.

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

WITNESS my hand and official seal.

Signature

(Notary seal)

J. PIAZZA
NOTARY PUBLIC - CALIFORNIA
COMMISSION # 2415083
ORANGE COUNTY
My Comm. Exp. September 6, 2026

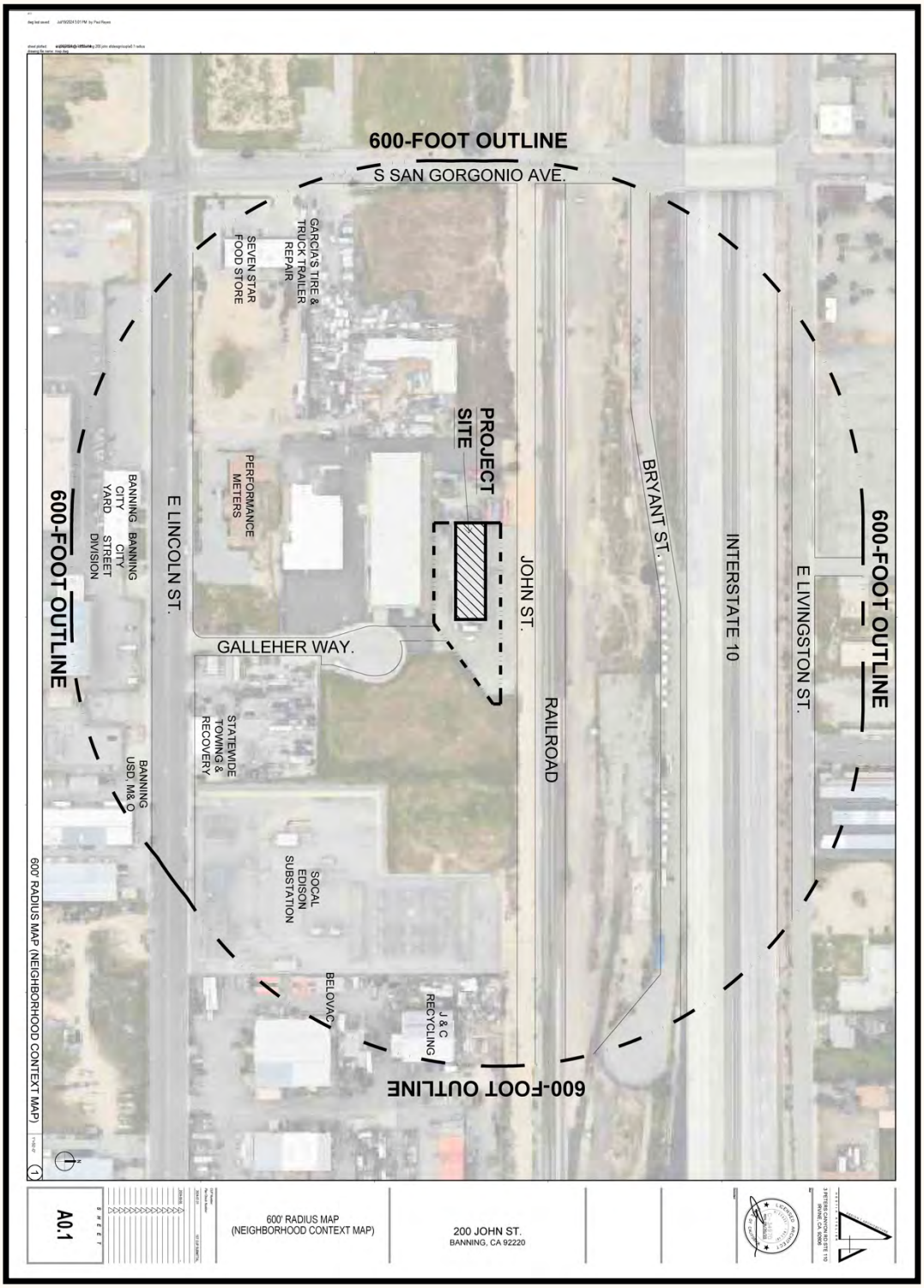
Rev 12-15

16. Food And Agriculture Application

Flower Dept was advised by the DCC that CDFA is to be done after local permitting has been approved.

17. Compliance With Local Restrictions

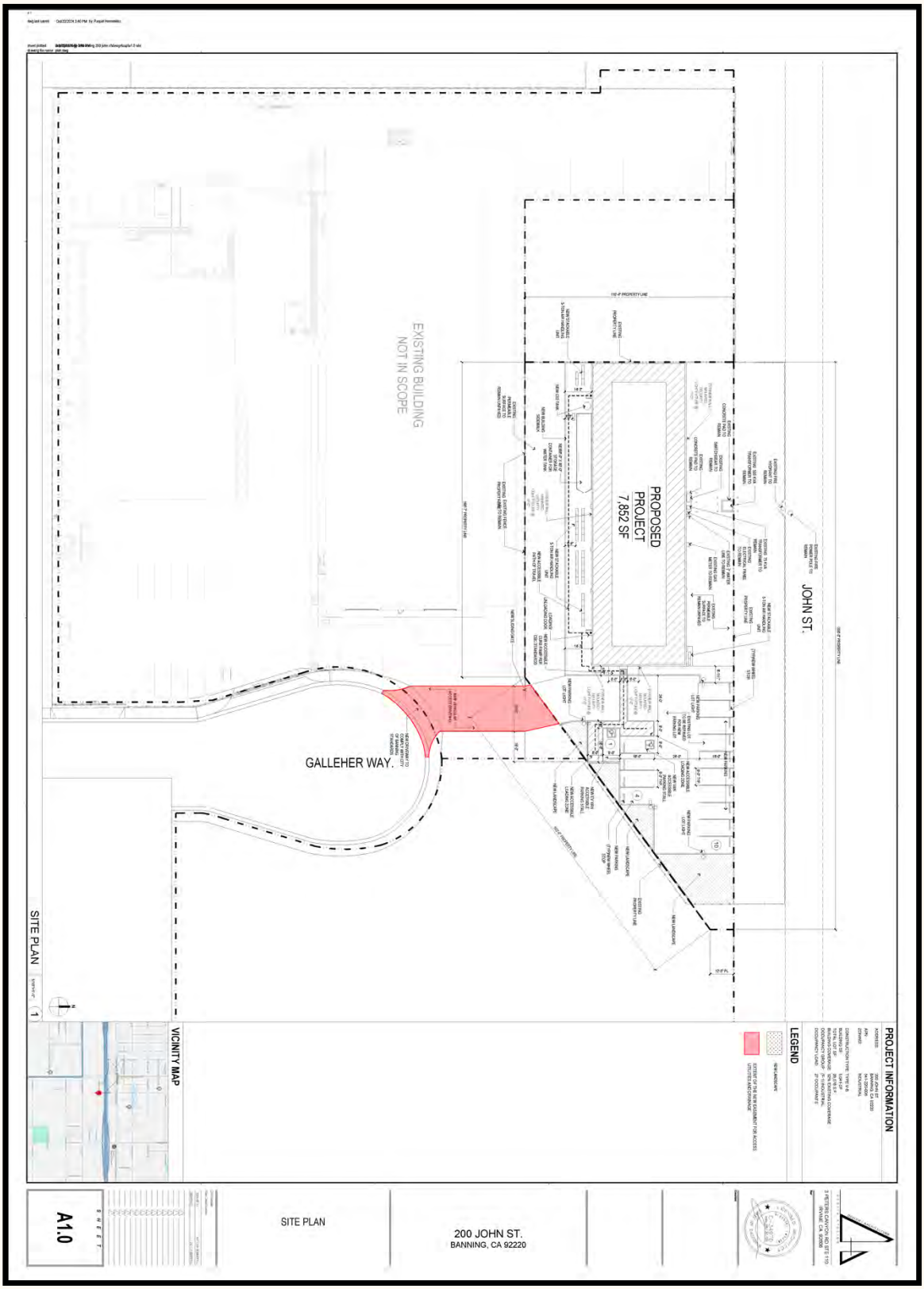
Neighborhood Context Map



18. Physical Address Of Any Other Premise Owned Or Operated By Applicant

Flower Dept LLC does not have any premises to disclose as it does not own any.

19. PREMISE DIAGRAM



20. HOURS OF OPERATION

Unless otherwise directed by the City, our proposed hours of operation will be from 6 am-10 pm daily, when employees will be on-site. Security guards will be on-site 24 hours, 7 days a week.

21. SIGNED AUTHORIZATION AND CONSENT FORM

Authorization and Consent Form

APPLICATION FOR CANNABIS REGULATORY PERMIT

TO: *Community Development Department*
City of Banning
P.O. Box 998
Banning, CA 92220

RE:

Applicant:	Flower Dept LLC
Property Address:	200 John St.
Assessor's Parcel Number(s):	541-220-006

I/We, the applicant(s)/owner(s) of the attached Cannabis Regulatory Permit Application, authorize City of Banning Staff and Police Department to seek verification of the information contained within the application for a Cannabis Regulatory Permit.

Date 9/4/24

(Signature)

ANTONIO SIMEONE
(Print name)

State of California)
ss.
County of Orange)

On Sept. 4, 2024 before me, Mark W. Masters, Notary Public personally appeared
(Name and title of officer)
Antonio Simeone Who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/ their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed this instrument.

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

WITNESS my hand and official seal.

Signature

MARK W. MASTERS
NOTARY PUBLIC - CALIFORNIA
COMMISSION # 2444505
ORANGE COUNTY
My Comm. Exp. April 26, 2027

(Notary seal)

8

Authorization and Consent Form

APPLICATION FOR CANNABIS REGULATORY PERMIT

TO: *Community Development Department*
City of Banning
P.O. Box 998
Banning, CA 92220

RE:

Applicant: Flower Dept LLC	
Property Address: 200 John St.	
Assessor's Parcel Number(s): 541-220-006	

I/We, the applicant(s)/owner(s) of the attached Cannabis Regulatory Permit Application, authorize City of Banning Staff and Police Department to seek verification of the information contained within the application for a Cannabis Regulatory Permit.

Date 10/28/24

K Brymer
(Signature)

KENNETH BRYMER
(Print name)

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

State of California)
ss.
County of Los Angeles)

On 10/28/2024 before me, Emily Simonian, Notary public (Name and title of officer) personally appeared Kenneth Ray Brymer Who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/ their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed this instrument.

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

WITNESS my hand and official seal.

Signature Emily Simonian

(Notary seal)

EMILY SIMONIAN
Commission # 2455861
Notary Public - California
Los Angeles County
My Comm. Expires Jul. 30, 2027

8

VICTOR QUEZADA'S FORM IS TO FOLLOW SEPARATELY

22. SIGNED HOLD HARMLESS AGREEMENT

VICTOR QUEZADA'S FORM IS TO FOLLOW SEPARATELY

Hold Harmless Agreement

APPLICATION FOR CANNABIS REGULATORY PERMIT

TO: *Community Development Department*
City of Banning
P.O. Box 998
Banning, CA 92220

RE:

Applicant: Flower Dept LLC
Property Address: 200 John St.
Assessor's Parcel Number(s): 541-220-006

I hereby release the City of Banning, its agents, officers, elected officials, employees and attorneys, from any and all claims, injuries, damages or liabilities of any kind arising from any repeal or amendment of Chapter 5.33 or Chapter 5.35 of the Banning Municipal Code or any other provision of the Banning Municipal Code, and any arrest or prosecution of the applicant or its managers, agents, employees, members or volunteers for violation of state or federal laws. I hereby agree to defend, indemnify and hold harmless the City of Banning, and its agents' officers, elected officials, employees, and attorneys from and against any and all claims or actions brought by adjacent or nearby property owners or any other parties for any damages, injuries or other liability of any kind arising from operations at the cannabis business.

Date 9/4/24

(Signature)

ANTONIO SIMEONE
(Print name)

State of California)
ss.
County of Orange)

On Sept. 4, 2024 before me, Mark W. Masters, Notary Public
(Name and title of officer)
personally appeared Antonio Simeone
Who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/ their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed this instrument.

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

WITNESS my hand and official seal.

Signature

MARK W. MASTERS
NOTARY PUBLIC - CALIFORNIA
COMMISSION # 2444505
ORANGE COUNTY
My Comm. Exp. April 26, 2027

(Notary seal)

Hold Harmless Agreement

APPLICATION FOR CANNABIS REGULATORY PERMIT

TO: *Community Development Department*
City of Banning
P.O. Box 998
Banning, CA 92220

RE:

Applicant: Flower Dept LLC
Property Address: 200 John St.
Assessor's Parcel Number(s): 541-220-006

I hereby release the City of Banning, its agents, officers, elected officials, employees and attorneys, from any and all claims, injuries, damages or liabilities of any kind arising from any repeal or amendment of Chapter 5.33 or Chapter 5.35 of the Banning Municipal Code or any other provision of the Banning Municipal Code, and any arrest or prosecution of the applicant or its managers, agents, employees, members or volunteers for violation of state or federal laws. I hereby agree to defend, indemnify and hold harmless the City of Banning, and its agents' officers, elected officials, employees, and attorneys from and against any and all claims or actions brought by adjacent or nearby property owners or any other parties for any damages, injuries or other liability of any kind arising from operations at the cannabis business.

Date 10/28/24

K 13 —
(Signature)

KENNETH RAY BRYMEIR
(Print name)

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

State of California)
ss.
County of Los Angeles)

On 10/28/2024 before me, Emily Simonian, Notary public personally appeared
(Name and title of officer)
Kenneth Ray Brymer Who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/ their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed this instrument.

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

WITNESS my hand and official seal.

Signature Emily Simonian

(Notary seal)

EMILY SIMONIAN
Commission # 2455861
Notary Public - California
Los Angeles County
My Comm. Expires Jul. 30, 2027

9

23. SIGNED APPLICANT CERTIFICATION

PROPOSED BUSINESS DESCRIPTION (Provide the following information regarding the proposed cannabis business and the proposed location for the cannabis business)

Proposed Street Address: 200 John St.		
City, State, Zip: Banning, CA 92220		
Proposed Location Assessor's Parcel Number: 541-220-006		*Building Size (Square Feet of Floor Area):* 7,852 sf
Telephone Number (if any): 213-479-7601		
Description of Cannabis Activity to be conducted on the premises: (may be attached)		
Commercial Cannabis Cultivation		
Number of Parking Spaces Required	*Number of Parking Spaces Provided* 15	*Number of Accessible Spaces:* 1
Number of Employees: 5-10		*Hours of Operation:* 6 AM - 10 PM
Name of, 24 Hour On-Call Manager: Antonio Simeone		*On-Call Manager Work Phone Number:* 213-479-7601
On-Call Manager Email Address: 1simeonegroup@gmail.com		*On-Call Manager Cell Phone Number:* 213-479-7601

APPLICANT'S CERTIFICATION

I hereby certify, under penalty of perjury, that the information contained within and submitted with the application is complete, true and accurate. I understand that a misrepresentation of fact, whether intentional or not, is cause for rejection of this application, denial of the permit, or revocation of a permit issued.

Date: 10-22-2024	*Signature:* Antonio Simeone			
Print Name and Title: Antonio Simeone Owner and CEO				
Date Received	***Time Received***	***Fees Received*** $	***Receipt No.***	***Received By***

24. COPY OF DOJ AND NCIC FINGERPRINT BACKGROUND CHECK

OWNER LIVESCANS WILL BE SUBMITTED SEPARATELY

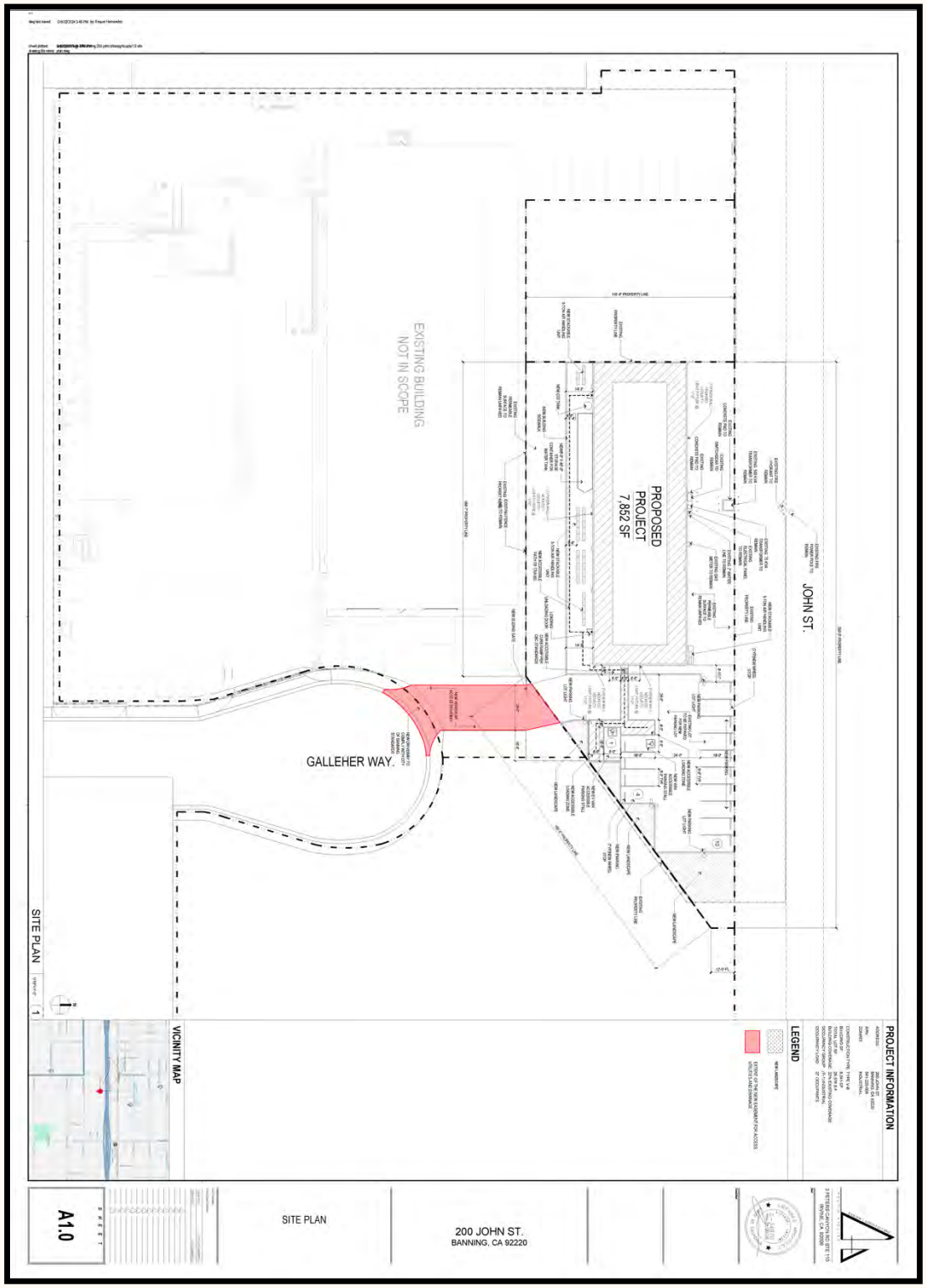
25. SECURITY PLAN

Please refer to Section E page 148 of this document for Security Plan

26. ODOR ABATEMENT PLAN

Please refer to page 191 of this document for Odor Plan

27. SITE AND FLOOR PLAN



FLOOR PLAN
SECURITY, FIRE LIFE, & SAFETY PLAN
CANOPY SIZE
KEYNOTES
LEGEND
FLOOR PLAN & SECURITY, FIRE LIFE & SAFETY PLAN
200 JOHN ST.
BANNING, CA 92220
A2.0

B. PROOF OF A CANNABIS REGULATORY PERMIT

A Cannabis Regulatory Permit Application has been submitted for this project and is currently in review with the City.

C. OPERATING PLAN

DESCRIPTION OF THE CANNABIS BUSINESS

The Applicant, **Flower Dept, LLC.**, herein after referred to as "Flower Dept," seeks to obtain an Adult Use Cultivation License. The corporate entity is a single purpose corporation that holds no other licenses or assets and will only hold a license in the City of Banning, if awarded.

Flower Dept, LLC does not have any parent company or affiliate companies. Flower Dept, LLC was formed in July 2024, for the sole purpose of pursuing a cannabis business permit in the City of Banning, and entering into a property lease at the proposed facility location, **200 John St**. The Applicant entity does not have any filings, claims, bankruptcies, judgements, or liens, and since there are no parent or affiliate entities, Flower Dept, LLC does not have any code enforcement actions against the business, nor has it filed any claims against any local agency or been the recipient of any claims.

Flower Dept shall be an **indoor only** cultivation facility designed and operated to produce high quality cannabis flower. **The project will total 10,404 square feet** of triple stacked canopy utilizing LED and double-ended HID lighting technology. The cultivation space will be divided into six individual grow rooms allowing for complete environmental control, and staggered harvests across the facility.

The purpose of this Cultivation Operations Plan is to establish comprehensive procedures and protocols for the effective and compliant cultivation of cannabis. This plan is designed to ensure that all cultivation activities are conducted in accordance with applicable regulations, maintaining the highest standards of quality, safety, and sustainability. By implementing these detailed procedures, we aim to produce cannabis that meets the needs of patients while adhering to stringent regulatory requirements. This plan covers all aspects of cultivation, from environmental controls and equipment maintenance to inventory management and sanitation, ensuring a systematic and efficient approach to cannabis cultivation.

Flower Dept incorporates advanced cultivation techniques coupled with cutting edge technology to produce high quality cannabis flower for the adult use market. Flower Dept is certain that its operation offers an ideal example of effective legal cannabis cultivation while being an asset to the community. After completion of testing sample batches with a licensed testing facility, Flower Dept's flower will be sold to partner manufacturers and distributors for post-production as pre-rolls, oils, resins, edibles, topical solutions, or packaged for raw flower sale.

Flower Dept will be an indoor cultivation facility designed and operated to produce high quality marijuana flower. The project will use 60% of its square footage for canopy and the remaining 40% for ancillary uses such as for drying, trimming, packaging, storage, hallways, bathrooms, employee clean rooms, security and management offices, etc.

High THC will be cultivated to produce dried cannabis flowers intended for sale into the California Adult-Use market. Upon completion of build-out and in receipt of all necessary regulatory permits from the City and State, all starting plants will be procured from a licensed cannabis nursery.

Advanced cultivation techniques are implemented to improve plant health leading to a decreased need for spray applications. The techniques focus on selective thinning and pruning from the bottom of the cannabis plants. These techniques promote more vigorous growth while reducing the plant's susceptibility to pests and pathogens by limiting the conditions in which those pests and pathogens thrive. Additionally, Flower Dept utilizes predatory pests to further ensure it can control harmful pests and allow the mature plants to thrive.

PLANS OF OPERATION

Before commencing cultivation activities, Flower Dept will establish and update its standard operating procedures (SOPs) to reflect industry best practices and BMC 17.53 covering the following areas:

Security:

1. Implement staff identification measures using employee badges.
2. Monitor attendance of staff and visitors rigorously.
3. Install alarm systems and video surveillance.
4. Track inventory using the State's electronic monitoring system and seed-to-sale tracking system METRC.
5. Secure transportation of cannabis, with measures in place for traffic collisions or vehicle malfunctions.
6. Establish cash management and anti-fraud procedures.
7. Prevent loitering through signage.
8. Ensure secure storage for seeds, seedlings, tissue cultures, clones, cannabis plants, and products.

Cultivation Processes: Flower Dept will detail the processes for receiving, growing, cultivating, harvesting, handling, packaging, labeling, storing, transporting, and disposing of all cannabis materials. This includes procedures for handling and disposing of cannabis waste.

Workplace Safety: Flower Dept will conduct regular safety checks and implement measures to prevent contamination, maintain and sanitize equipment and facilities, and apply pesticides, fertilizers, and herbicides safely and in accordance with regulations.

Quality Control: Flower Dept's quality control will involve regulating the THC content, proper labeling, and minimizing contamination. We will maintain logs of all pesticide and chemical applications.

Recordkeeping and Inventory Control: Flower Dept will keep comprehensive records and maintain strict inventory control.

Complaint and Adverse Event Investigation: Flower Dept will investigate complaints and potential adverse events reported by other cannabis businesses, and or the DCC.

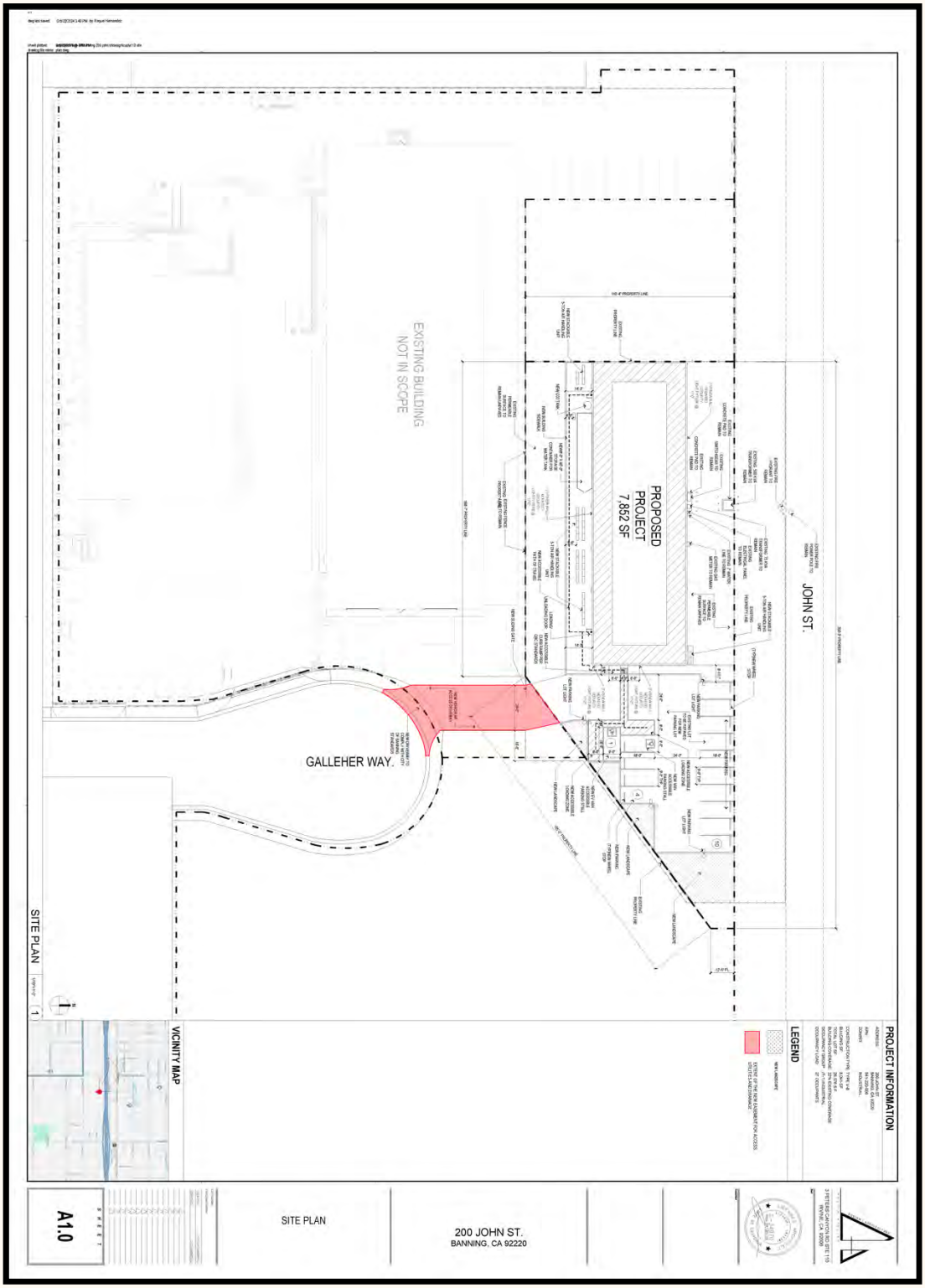
Unlawful Diversion Prevention: Flower Dept will implement measures to prevent the unlawful diversion of cannabis.

Recall Plan: Flower Dept will establish a robust recall plan.

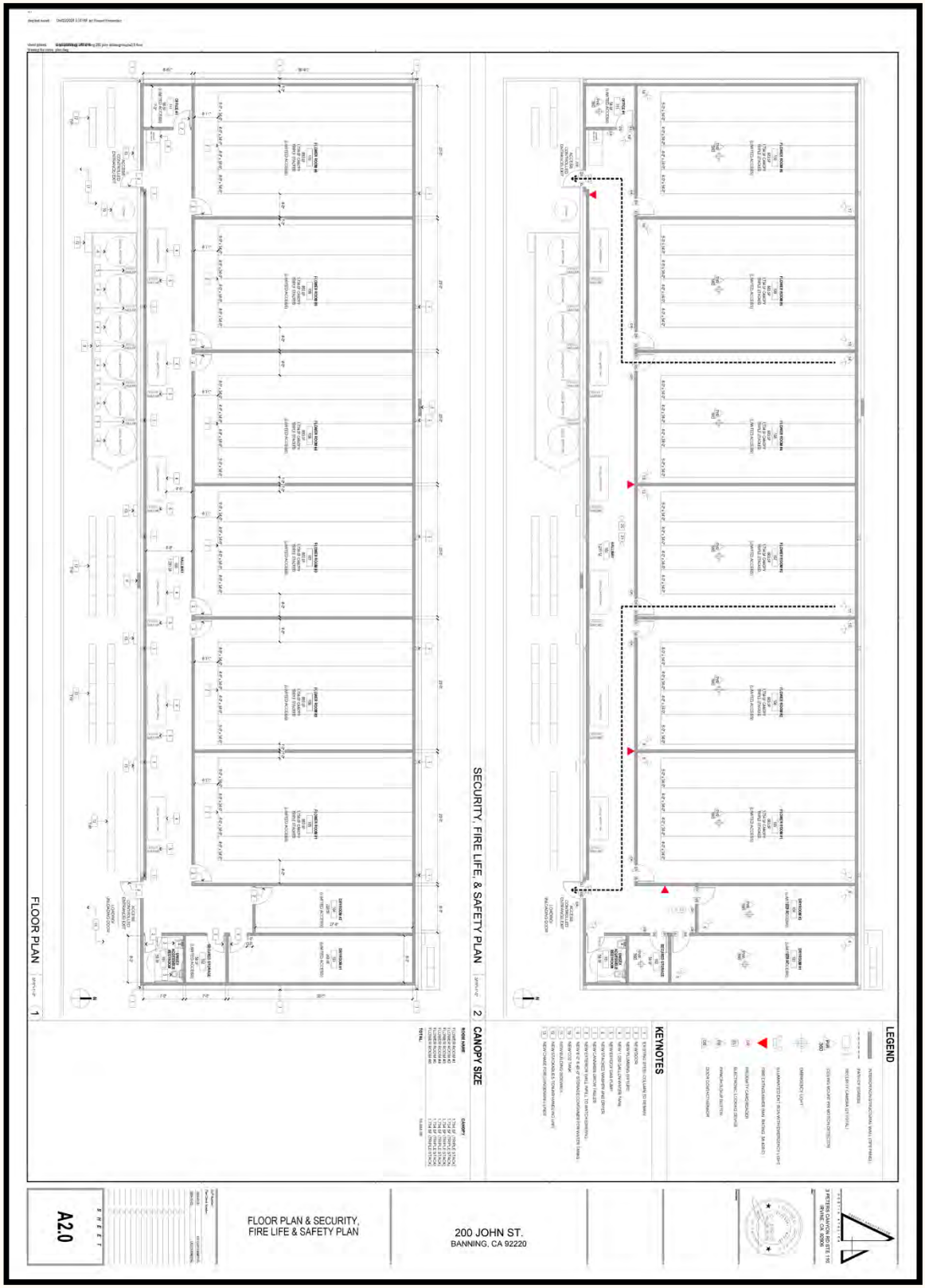
Employment Policies and Procedures: We will develop clear employment policies and procedures to guide our workforce.

Flower Dept's SOPs will be available to the DCC upon request and during inspections.

SITE PLAN

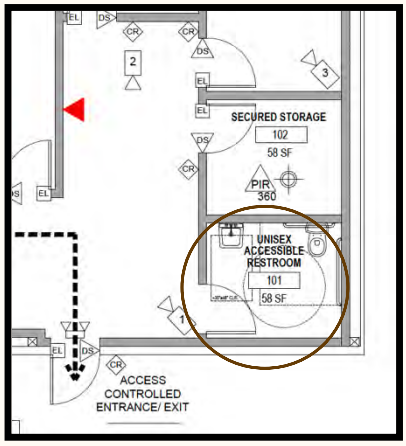

EXISTING BUILDING
NOT IN SCOPE
PROPOSED
PROJECT
7,852 SF
JOHN ST.
GALLEHER WAY.
SITE PLAN
VICINITY MAP
LEGEND
PROJECT INFORMATION
A1.0
SITE PLAN
200 JOHN ST.
BANNING, CA 92220

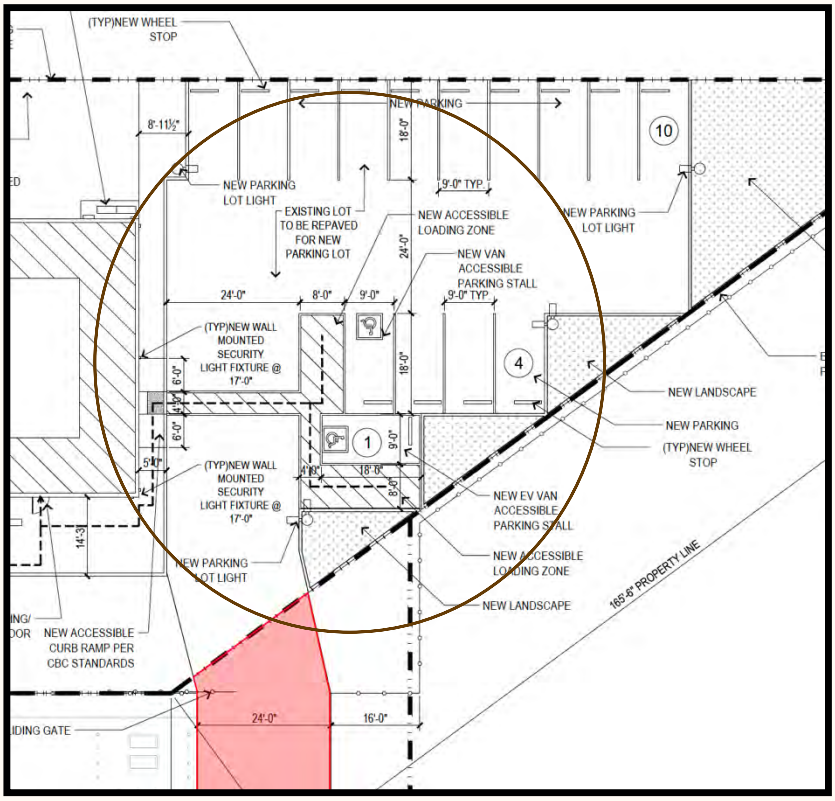
FLOOR PLAN


FLOOR PLAN
SECURITY, FIRE LIFE, & SAFETY PLAN
CANOPY SIZE
KEYNOTES
LEGEND
A2.0
FLOOR PLAN & SECURITY, FIRE LIFE & SAFETY PLAN
200 JOHN ST.
BANNING, CA 92220

EVALUATION OF ACCESSIBILITY BY THE PHYSICALLY DISABLED

Accessible parking and restroom provided to comply with all State and Federal Disability Access Laws.





ADA parking and accessible path of travel with striping are included in the site plan.

BUSINESS PLAN

BUSINESS OVERVIEW

Flower Dept is a California-based indoor cannabis cultivation business situated in Banning, California. Our focus is on cultivating premium-grade cannabis flower with an unwavering commitment to quality and consistency. Our clientele comprises licensed distributors who seek only the highest-quality cannabis products to meet the growing demand in California's regulated cannabis market.

Flower Dept will operate under the guidance of a seasoned team of industry professionals. The company is led by Tony Simeone, Kenneth Brymer, and Victor Quezada, each bringing substantial experience in cannabis cultivation, distribution, and business management. Together, this management team brings decades of hands-on industry experience and a proven track record of success within California's cannabis market, giving Flower Dept a unique advantage in a competitive landscape.

MARKET OPPORTUNITY

The cannabis industry in California is thriving, driven by both an increasing consumer base and evolving regulatory framework. With the adult-use market continuing to grow, there is a notable demand for premium-quality cannabis products. Our focus on producing top-tier cannabis flower aligns with these market demands, ensuring that Flower Dept is well-positioned to serve discerning consumers seeking a high-quality experience.

Our target customers, licensed distributors, are actively looking for reliable suppliers who can consistently meet their high standards. Flower Dept's commitment to indoor cultivation methods allows us to control all aspects of the growing environment, resulting in premium products with superior potency, consistency, and appeal. By building strong relationships with these distributors, we aim to establish Flower Dept as a trusted and reliable source of premium cannabis flower in California.

OBJECTIVES AND GOALS

Revenue Generation

Achieve $6 million in sales during our first operational year, driven by strategic partnerships with key distributors across California.

Market Positioning

Establish Flower Dept as a premier provider of high-quality cannabis flower to meet the rising demand for superior products in the California market.

Community Impact

Contribute to the economic growth of Banning, California, through job creation and tax contributions, establishing Flower Dept as a valued corporate citizen.

OPERATIONS AND CULTIVATION PROCESS

Our facility in Banning will employ advanced indoor cultivation practices to ensure that each crop is meticulously managed from seed to harvest. By maintaining full control over the grow environment, we can produce cannabis with optimal potency, flavor, and appearance, qualities that appeal to both distributors and end consumers. Our cultivation processes incorporate the latest advancements in lighting, irrigation, and climate control, along with rigorous quality control checks throughout the growth cycle.

We are committed to environmentally sustainable practices, including the implementation of water-efficient systems, renewable energy sources, and waste reduction protocols. These practices not only help reduce operational costs over time but also align with industry-wide moves toward more sustainable cannabis production.

FINANCIAL PROJECTIONS

Our first-year sales are projected at $3.6 million, based on anticipated agreements with licensed distributors throughout California. These revenue targets reflect both the high demand for premium cannabis flower and our team's experience in securing and managing distribution channels.

In addition to revenues, Flower Dept expects to be a significant contributor to local tax revenues in Banning. This economic impact will support municipal programs and community development initiatives, creating a positive relationship between our company and the city.

COMMUNITY ENGAGEMENT AND ECONOMIC IMPACT

Flower Dept recognizes the importance of community involvement and economic contribution. We aim to support Banning through:

Job Creation: Flower Dept will create a variety of employment opportunities within the local community, including positions in cultivation, operations, quality control, and administration.

Tax Contributions: With projected revenues and planned growth, Flower Dept will contribute significantly to local tax revenues, supporting public services and city development.

Sustainable Practices: By prioritizing environmentally friendly practices, we align our business operations with community and environmental standards, reinforcing our commitment to corporate responsibility.

OPERATIONS IN ACCORDANCE WITH BANNING MUNICIPAL CODE

Flower Dept will comply with all regulations set for in the City of Banning Municipal Code Chapter 17.53 and the State of California official regulations, and as they may be amended from time to time, Flower Dept will ensure to address, in its best efforts, in a timely manner, to adapt its operating procedures to comply with any changes or requirements imposed by the City of Banning and the State of California. Flower Dept's Business Operations Plan may change as deemed necessary and appropriate to comply with those regulations that pertain to its operations as a commercial cannabis cultivation.

NEIGHBORHOOD RESPONSIBILITY

Flower Dept is committed to ensuring its operations do not cause a nuisance to the neighborhood. Accordingly, Flower Dept will implement comprehensive policies with the objective of reducing the risk of creating any nuisance and improving the surrounding community.

Good Neighbor Policy. Not only will Flower Dept address potential nuisance considerations, Flower Dept will also implement a "good neighbor policy" to ensure that it contributes to the overall wellbeing of the neighborhood. This policy will include the following:

- Providing adequate security in and around the facility;
- Maintaining a clean facility in good repair;
- Ensuring customers, vendors, and employees behave appropriately when at the facility;
- Excluding customers who break the rules or divert or attempt to divert cannabis products; and
- Providing a timely response to community concerns.

Concerns Addressed. Flower Dept is cognizant of the potential problems and nuisances that can arise from operating a cannabis company, including but not limited to, the following concerns:

- Undesirable odor/smell;
- Increase in noise;
- Increased foot and vehicle traffic;
- Increase in waste and waste water;
- Impact on safety related concerns; and
- Impacts to right of way/access points

General Policies. General policies which Flower Dept shall strictly enforce, and which each employee shall be tasked with assisting in enforcing, include:

- No loitering;

- No sale, dispensing, or consumption of alcoholic beverages on or around the facility including the parking lot;
- No cannabis or cannabis products shall be left unattended or in an area that is not locked and secured, and no cannabis or cannabis product shall be inhaled, smoked, eaten, ingested, or otherwise consumed on the property, in the facility, or in the parking areas of the property; and
- Employees and security shall ensure that individuals do not enter or remain in the Facility if those individuals are not engaging in activity expressly related to the operations of the business (i.e., if they are not employees or visitors with a bona fide business purpose).

Protocols for Mitigating Noise. If excessive or above normal onsite noise is detected by management, Flower Dept will implement certain protocols as discussed below.

- Flower Dept will take the following steps any time it receives a noise compliant:
    - Investigate and determine the likely source of the noise;
    - Access the effectiveness of available on-site management practices to resolve the noise event and immediately take steps to reduce the noise;
    - Determine if the noise traveled off-site by surveying the site perimeter and noting noise from the building; follow-up with neighbors as necessary; and
    - Record the event for further investigation and operational review.
- No Heavy Machinery – Flower Dept will not be operating any heavy commercial or industrial machinery, and any equipment used will not generate noise detectable outside the concrete block walls of the building.
- No Loitering Policy – Flower Dept also has a strict "no loitering" policy, which shall be enforced by employees and the security guard, helping to mitigate noise from being generated in the parking lot. This policy shall include a maximum of ninety (90) minutes of parking for each parking space and no overnight parking.
- Concrete Construction – The building is built with concrete block walls, which naturally reduce and mitigate any noise creation occurring inside the building.
- Record keeping – Any time Flower Dept receives a noise complaint, a management-level employee must record the information relative to the event in Flower Dept's records.
- Noise Caused by Visitor – If problematic noise is caused by persons on-site, the security guard shall approach the person(s) and request for the noise to be abated, if the person(s) refuse, the security guard shall request for the person(s) to be remove themselves from the Facility. If the person remains noisy and disruptive, and refuses to vacate the Facility, then the security guard shall follow protocols for mitigation of unruly persons (including alerting the Chula Vista Police Department if necessary).

Safety Related Concerns. To ensure that Flower Dept does not cause trepidation in the community about risk of safety to neighbors and to mitigate unsafe or potential criminal activity, Flower Dept has adopted a robust safety program. Flower Dept will ensure the following:

- No cannabis or cannabis products shall be visible from any point or vantage point of the exterior of the building, to reduce the risk of burglary or vandalism.
- No cannabis or alcohol shall be allowed to be consumed, ingested, smoked, or otherwise used on the property, including the parking lot.
- Flower Dept shall install and maintain a fully operational digital video surveillance and camera recording system. All cameras installed on the exterior of the building shall be continuously recording twenty-four (24) hours a day to capture all activities occurring on the Facility.
- Flower Dept shall also conspicuously post signs stating, "All Activities Monitored By Video Camera" or otherwise advising all persons entering the Facility that a video surveillance and camera recording system is in operation at the facility and recording all activity on the Facility to further prevent burglary, vandalism, or other unsafe activities from occurring on-site.
- Flower Dept will hire a professional, reputable alarm company to install and monitor burglar alarms on each point of egress/ingress to the building, including all doors and windows.
- Flower Dept will hire a locally based private security company to provide regular patrol service and on-site security guards. The on-site security guards shall be present during all hours of operation and shall do regular rounds of the exterior of the Facility to deter, prevent, and if necessary, stop unsafe and criminal activity.
- Flower Dept has implemented robust emergency response protocols in the event there is an emergency.

Graffiti Removal. Flower Dept will ensure that its employees immediately report the discovery of any graffiti on or around the Facility. The Managers will ensure that any graffiti is removed/painted over within forty-eight (48) hours.

Specific Waste Procedures. Flower Dept shall ensure that any cannabis product or cannabis-derived product that is intended for disposal, shall be made unusable and unrecognizable prior to removal from the property, in compliance with any applicable laws. Additionally, cannabis waste shall be disposed of in a manner that protects any portion of the cannabis from being possessed or ingested by any person or animal.

Parking Policies. To prevent congestion in the area and ensure parking is as accessible as possible, Flower Dept will have a strict "No Loitering" policy. This policy shall include a maximum of ninety (90) minutes of parking for each parking space in Flower Dept's front lot and no overnight parking. No cannabis or cannabis products shall be visible from any point or vantage point of the exterior of the building, to reduce the risk of burglary or vandalism. No cannabis or alcohol shall be allowed to be consumed, ingested, smoked, or otherwise used on the property, including the parking lot.

PROCDURES FOR SECURE TRANSPORTATION

Flower Dept intends to hire a licensed cannabis distributor to securely transport cannabis items to other cannabis businesses.

Flower Dept recognizes the risk involved in the transportation of cannabis and plans to put in place procedures to minimize any risks during transportation. Third party distributor vehicles will be equipped with tools and safeguards to bolster security while cannabis is in the vehicle. The licensed cannabis distributor in charge of transport will provide delivery personnel that are highly trusted, trained, and have full knowledge of applicable laws concerning the delivery and transport of cannabis.

Only distributor delivery vehicles complaint with state laws will be used, and all deliveries will be between multiple cannabis business premises or to another cannabis business in California. Flower Dept intends to use professional cash-in-transit services for any cash that needs to be deposited into its financial institution.

Flower Dept will verify that its chosen licensed cannabis distributor maintains current hired and non-owned automobile liability insurance, insuring all distributor delivery vehicles with a minimum $1,000,000 per occurrence or accident. Flower Dept will provide any information concerning distributor delivery vehicles, including the make, model, color, Vehicle Identification Number, license plate number, and vehicle registration, to the DCC upon request.

Flower Dept will ensure that any distributor delivery vehicle used bears no markings indicating that cannabis is on board, or that the distributor delivery vehicle is used for transporting cannabis. Flower Dept will mandate that the distributor delivery vehicle is kept clean and presentable, and that maintenance and other service tasks are never performed while cannabis is in the distributor delivery vehicle.

SECURE TRANSPORT OPERATIONS

Flower Dept will require that the distributor staff each vehicle with at least one cannabis business staff member and ensure they adhere to the following:

- The distributor delivery vehicle will never be left unattended unless the vehicle is locked and has an active vehicle alarm system. Cannabis will never be left in distributor delivery vehicles overnight or outside of the operating hours of the cannabis distributor conducting the transport.
- Cannabis distributor staff members will have access to a secure form of communication with Flower Dept and the licensed cannabis distributor management, such as cellular telephone, at all times while cannabis is in the vehicle.
- The cannabis distributor employee conducting the transport will keep their cannabis business identification card on their person at all times and will present their card to DCC staff and law enforcement on demand.

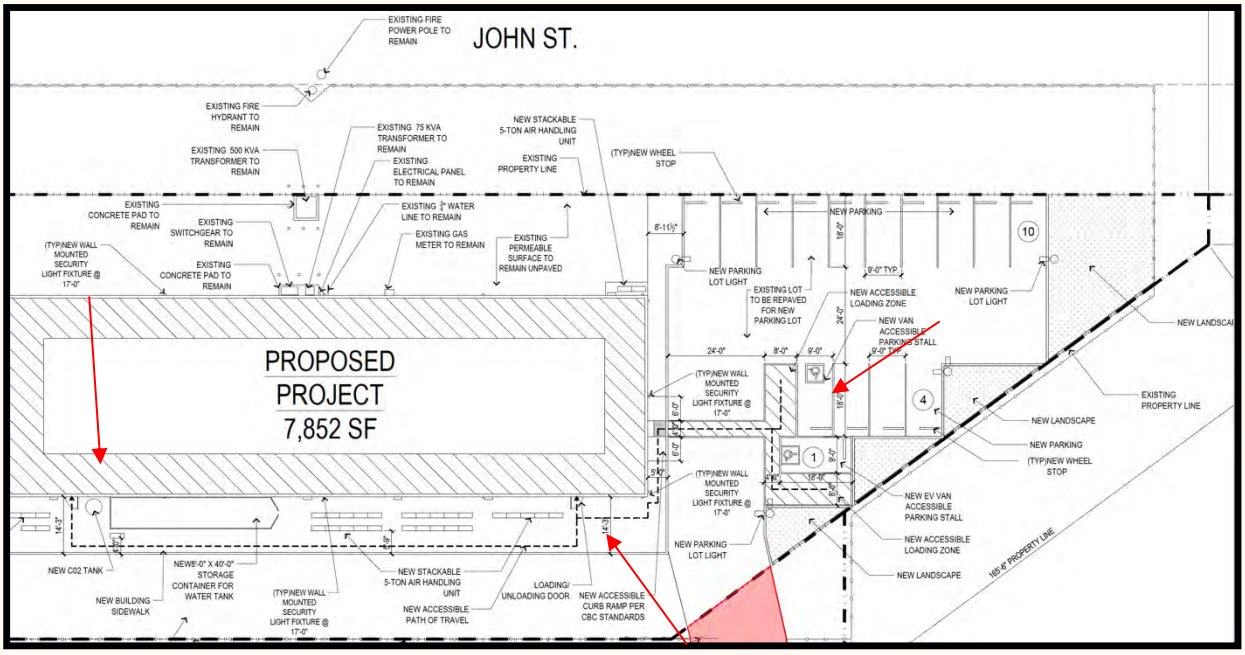
- Before conducting transport, the cannabis distributor employee responsible for transport will create a physical or electronic copy of the transport request, which will be maintained throughout the transport to be available to State and local law enforcement, and State and local regulatory authorities.
- Only cannabis business identification card holders are permitted access to affiliated distributor delivery vehicles.

Deliveries will not be done in a routine way that follows a consistent schedule, route, or pattern, but rather will use varied times and routes as well as different vehicles and drivers in order to counter any criminal surveillance and attempted criminal casing of the business and its operations.

COMPANY FACILITY LOCATION AND DESIGN ADVANTAGES FOR SECURE TRANSPORT OF CANNABIS

Flower Dept's facility will be in a commercial part of the City and will have a designated area of the facility for use in the secure transport of cannabis.

Distributor delivery vehicles will be parked within Flower Dept's interior shipping/receiving area, and the garage door will be locked and secured prior to loading/unloading cannabis. The floor plan design clearly separates the areas of the facility intended for use in the secure transport of cannabis from other areas of the facility intended for cultivation operations. Additionally, the shipping/receiving area is separated from the Vault by multiple access control points to prevent theft or diversion during the loading/unloading process.



LOADING PROCESS

Prior to delivery, cannabis will be packaged in tamper-evident containers. Cannabis will be appropriately tracked in the inventory control system which will communicate updates to the tracking system. Flower Dept will request at least one (1) cannabis distributor employee and one (1) Flower Dept employee to be present whenever cannabis or valuable items are being loaded into or unloaded from a distribution vehicle. All deliveries will be conducted by a person and no unmanned forms of deliveries will be made.

Within an hour before the transportation process is to begin, the cannabis distributor employee who will be transporting the cannabis will confirm verbally by phone with the business receiving the shipment. The cannabis distributor employee will then use the state's tracking system to verify the registration number of the business receiving the shipment.

Destination Unloading Process

Upon arriving at the destination, the cannabis distributor employee will request that the person who is accepting delivery provide their valid staff member registration card. After the completion of delivery, the cannabis distributor employee will enter the time and date that delivery was accomplished into the physical and electronic copies of the transportation manifest.

Receiving at Flower Dept Premises

When Flower Dept receives plants or seeds or cannabis in any form, the distributor delivery vehicle will arrive under direct video surveillance that covers all approach routes to the entrance. A security guard will monitor the vehicle and perimeter as the vehicle arrives. At this time, receiving will commence in an area not visible from outside, where inventory management personnel will count the inventory, verify it against the shipping manifest, and inspect it to ensure all packaging and labeling comply with state regulations. The inventory management personnel will enter the time and date that delivery was completed onto each physical copy of the manifest. This information will be added to and verified in the inventory tracking system.

SOP FOR MANDATING COMPLIANCE BY THIRD-PARTY DISTRIBUTORS

To ensure the safe and compliant transportation of our cannabis products, we will only partner with third-party distributors who adhere to the following standards:

Transportation of Medicinal Cannabis Between Cannabis Businesses

1. **Use of GPS:**
    - We mandate that all third-party distributors use a global positioning system (GPS) to ensure the safe and efficient delivery of cannabis to other cannabis businesses.
2. **Vehicle Requirements:**

- Vehicles used for transport must:
    - Be equipped with a locked storage compartment or a locked storage container with a separate key or combination pad.
    - Have no markings that identify the vehicle as transporting cannabis.
    - Maintain current state vehicle registration.
    - Be equipped with an alarm system and a minimum of two video cameras: one with a clear view of the driver and one with a clear view of the cannabis location.
    - Be insured as required by California law.

3. **Delivery Driver Requirements:**
    - Each transport vehicle must be staffed with a delivery driver who:
        - Possesses a copy of the cannabis business license for the business transporting the cannabis.
        - Has access to a secure form of communication (e.g., cellular telephone) to contact cannabis businesses and law enforcement through the 911 emergency system.
        - Conspicuously wears an employee identification badge at all times and produces it upon request to authorized officials.
        - Holds a valid driver's license.
        - Does not wear any clothing or symbols indicating ownership or possession of cannabis.
    - The delivery driver must proceed directly from the loading cannabis business facility to the receiving cannabis business without unnecessary stops, although deliveries to multiple businesses during one transport are permitted.
4. **Reporting and Inspections:**
    - Any vehicle accidents, diversions, losses, or other reportable events during transport must be immediately reported to the DCC.
    - Transport vehicles are subject to inspection by the DCC or authorized agents, law enforcement, or other government officials during inspections or investigations.
5. **Transport Manifest:**
    - A printed or electronic transport manifest must accompany every transport vehicle and include:
        - Creation date, names, addresses, telephone numbers, and license numbers of the cannabis businesses involved.
        - Contact information for representatives with direct knowledge of the transport.
        - Details of the quantity and type of cannabis being transported.
        - Transport vehicle details, including make, model, and license plate number.
        - Names and driver's license numbers of delivery drivers.

        - Departure and arrival dates and times.
        - Signatures of the delivery driver and a representative of the receiving business confirming receipt.
    - Separate manifests must be prepared for multiple deliveries if necessary to maintain confidentiality.
6. **Security Measures:**
    - All cannabis in transport must be shielded from public view and placed in a locked storage compartment or container.
7. **Adverse Loss During Transport:**
    - Discrepancies in the transport manifest must be investigated, documented, and reported to the DCC within specified timeframes.
    - Evidence of theft or diversion must be reported within 4 hours of discovery to the DCC
8. **Compliance of Third-Party Contractors:**
    - Third-party contractors must comply with all transportation requirements.
    - We will conduct criminal background checks on third-party employees transporting cannabis, ensuring no individuals with disqualifying felony offenses or under 21 years of age are involved.
    - Contractors will receive a copy of our license and employee identification badges for their employees.
    - We will notify the DCC of all third-party contractors used for transportation and provide any additional requested information.

Distributor Delivery Vehicle Camera System

Each secure distributor delivery vehicle will be equipped with a camera system that will transmit live streaming footage to their command center, recording all aspects of every transaction from pickup to drop-off. The video cameras will be equipped with wide-angle lenses and will be angled to capture faces and activity. The cameras will be turned on whenever the distributor delivery vehicle is transporting cannabis and will create a video recording that will be locked in a storage device that will be inaccessible to the driver.

EMERGENCY TRAINING FOR DISTRIBUTOR DELIVERY DRIVERS

Flower Dept will ensure that its licensed distributor reports any vehicle accidents, diversions, losses, or other events that occur during transport to the DCC. Any discrepancy discovered during or after transportation will be immediately investigated, and necessary follow-up action will be promptly taken.

Flower Dept will ensure that distributor delivery drivers are well equipped and trained to handle any emergency that may present itself. Strict protocol and procedures will be put in place by the

licensed cannabis distributor, including instruction to update Flower Dept of any issues that could delay or prevent transport, or if any product is damaged or at risk of diversion or theft.

Training will emphasize safety and the protection of life over things that can be replaced, such as money and cannabis. Distributor delivery drivers will be trained for all feasible situations, including emergency communication, vehicle accidents and breakdowns, law enforcement encounters, theft and attempted theft, and identifying alternative routes. Any motor vehicle used by the cannabis distributor will be subject to inspection at all times. Flower Dept will have a zero-tolerance policy regarding consumption and drivers will be dismissed if they are found to be consuming cannabis or alcohol while driving for deliveries.

Training for Armed Robbery Response

While the threat of armed robbery is minimized due to covert, unmarked vehicles being used in the transportation of cannabis, incidents may still occur. Flower Dept will ensure that the chosen licensed cannabis distributor provides training to its employees on how to deal with an armed robbery on the road. If such an event does occur, the drivers will immediately, once safe, contact law enforcement, the cannabis distribution company, and Flower Dept.

Training for Inclement Weather Response

Should there be unexpected, potentially hazardous weather, the distributor delivery driver will take all necessary precautions to keep themselves, the product, and the distributor delivery vehicle safe. If the vehicle is stranded, trapped, or inoperable due to weather conditions, the driver will immediately contact emergency services. Drivers will then notify Flower Dept and the distribution company of the situation and communicate any details and pertinent information.

Training for Road Hazard Response

If road hazards make the intended route of delivery inaccessible, the distributor delivery driver will be instructed to identify an alternative route. Drivers will be trained to never leave the vehicle to clear debris from the road, as this could leave them susceptible to possible ambush and seizure of the product being delivered.

ADDITIONAL COMPLIANCE

Flower Dept will ensure that all transports will be conducted in a safe, timely and efficient manner. The cannabis distributor employee driving the delivery vehicle will only travel between the premises of Flower Dept and receiving cannabis business premises and will not deviate from the delivery path, except in the event of emergency or as necessary for rest, fuel, or vehicle repair stops, or because road conditions make continued use of the route or operation of the vehicle unsafe, impossible, or impracticable. Flower Dept understands that the process of transport begins when cannabis distributor staff leave the originating cannabis business premises with the purchase

order of cannabis items and ends when the cannabis distributor staff furnishes the cannabis items to the receiving cannabis business.

Flower Dept will collect all transportation manifests and route plans in conjunction with the inventory control system and tracking system. Management will ensure the accuracy of the manifests before the vehicles leave the premises. Records will be kept for at least seven (7) years.

Where a transport is attempted and not completed and the cannabis item remains in the possession of the cannabis distributor employee conducting the transport, the employee will return the cannabis item to Flower Dept premises. Flower Dept may repackage and restock the product and will log the product's amended status in the business's internal inventory. Flower Dept will ensure such items will be in new, unopened condition prior to restocking.

EMPLOYEE QUALIFICATIONS SUPERVISION AND TRAINING

ORGANIZATIONAL STRUCTURE AND QUALIFICATIONS REQUIRED FOR EMPLOYEE ROLES

Employee Qualifications

At Flower Dept we are committed to serving the needs of our community by providing high-quality cannabis products in a safe, knowledgeable, and compassionate environment. As we strive to become a trusted leader in California's cannabis market, we recognize that our employees are the backbone of our success. Therefore, we are dedicated to hiring individuals who not only meet the highest standards of professionalism and expertise but also share our passion for quality and compliance.

We will seek team members who possess a deep understanding of cannabis and its therapeutic benefits. Our ideal candidates are those who demonstrate empathy, integrity, and a commitment to continuous learning in this rapidly evolving field.

All of Flower Dept staff will be qualified in specific requirements tailored to the DCC's regulations and the nature of the products being sold.

Our Qualified Cultivation Team

At our company, we are proud to have a highly skilled and qualified team ready to run our cannabis cultivation operations in Banning City. Our employees will bring a wealth of knowledge, experience, and dedication to ensuring the highest quality and compliance standards in our cultivation practices.

Cultivation Manager

Our Cultivation Manager will have over 5 years of experience in commercial cultivation. He is an expert in plant genetics, pest management, and nutrient requirements, and has strong leadership and management skills.

Master Grower

Our Master Grower will have more than 5 years of cannabis cultivation experience with a deep understanding of plant care, cloning, and propagation, along with proficiency in using advanced cultivation equipment and environmental control systems.

Cultivation Technicians

Our Cultivation Technicians will come with a diverse background in plant care and agriculture. They have a strong foundation in cultivation techniques and pest management.

Integrated Pest Management (IPM) Specialist

The IPM Specialist will have more than 3 years of experience in pest management within commercial cultivation settings. Their expertise in identifying and managing pests and diseases will ensure plants remain healthy and productive.

Post-Harvest Supervisor

The Post-Harvest Supervisor will bring 3 years of experience in post-harvest processing of cannabis with deep knowledge of drying, curing, and trimming processes, coupled with strong organizational skills.

Trimmers

Flower Dept Trimmers will be highly skilled with hands-on experience in trimming and processing cannabis plants.

Quality Assurance Specialist

The Quality Assurance Specialist will have a minimum of 2 years of experience in the cannabis industry with strong analytical skills and attention to detail to ensure that our cultivation processes meet all regulatory requirements and quality standards.

Environmental Control Technician

Flower Dept's Environmental Control Technician will have experience in greenhouse operations and will expertly manage our environmental control systems. Their knowledge of HVAC, lighting, and irrigation systems will help us optimize conditions for plant growth and health.

TRAINING PROGRAMS FOR EMPLOYEES

Flower Dept prioritizes detailed, pre-training and on the job training of each employee. Flower Dept employees benefit from a warm, welcoming Flower Dept Ethos before even beginning work at the facility. This is achieved by providing inbound (and existing) staff with the overwhelming support and resources they need to be successful Flower Dept employees.

Pre-Training

Flower Dept employees will be provided with educational resources more than one month before beginning work.

- Educational material on Cannabis
- Educational material on cannabinoids such as THC, CBD and CBN
- Information on proper dosing/serving sizes for various cannabis products
- Information on the potential health risks/negative effects of cannabis use
- A Flower Dept Strain Description sheet

All new hires are tested by the Cultivation Manager (CM) on the information provided two weeks prior to starting their position. New employees who do not pass the CMs cannabis information test will be instructed to review the information more diligently and their originally scheduled Start Date will be rescheduled one week later. This process continues until the employee has passed the CMs cannabis information test with the maximum failures possible before termination being three (3).

EMPLOYEE TRAINING POLICIES FOR CULTIVATION EMPLOYEES

The Flower Dept's Cultivation Employee Training Program is designed to ensure that all personnel involved in the cultivation of cannabis are well-equipped with the necessary knowledge, skills, and competencies to perform their duties effectively and in compliance with regulatory standards. Our training policies encompass a comprehensive range of topics, including but not limited to, cultivation techniques, safety protocols, regulatory compliance, and quality assurance.

Flower Dept's training plan exists in addition to the mandatory minimum requirements of the DCC. All training is done on the clock and employees are paid at their regular salary for training hours. This includes being paid for initial training before being put on the schedule, as well as any ongoing training that occurs. If employees are enrolled in mandatory training courses or vendor training outside their scheduled work hours, they are paid for their time in full. To ensure all employees enter the training on the same page,

Orientation and Onboarding:
New employees will undergo an initial orientation session that introduces them to the company's mission, values, and operational procedures. Onboarding includes a detailed overview of the cultivation process, company policies, and job-specific responsibilities.

Regulatory Compliance:

Employees will receive training on local, state, and federal regulations governing cannabis cultivation. Regular updates and refresher courses will be provided to ensure ongoing compliance with regulatory changes.

Cultivation Techniques:
Training on best practices for planting, nurturing, and harvesting cannabis plants. Instruction on the use of cultivation equipment and technology, including monitoring and controlling environmental conditions such as temperature, humidity, and lighting.

Safety Protocols:
Comprehensive training on workplace safety, including the proper use of personal protective equipment (PPE). Emergency response procedures and first aid training.

Quality Assurance:
Procedures for maintaining high standards of quality throughout the cultivation process. Training on identifying and mitigating contamination risks, pest control, and proper sanitation practices.

Inventory Management:
Training on the use of electronic monitoring and seed-to-sale tracking systems. Procedures for accurate record-keeping and inventory audits.

Sanitation and Maintenance:
Guidelines for cleaning and sanitizing equipment and work areas to prevent contamination. Training on routine maintenance and calibration of cultivation equipment.

Ongoing Education and Development:
Opportunities for continuous learning through workshops, seminars, and certification programs. Encouragement for employees to stay updated with the latest advancements in cannabis cultivation technology and practices.

COMPANY-WIDE TRAINING REQUIREMENTS

ALL staff, regardless of their position with Flower Dept, are trained on the following:

- Review of Flower Dept Standard Operating Procedures
- Review of the Employee Handbook
- Review of the Flower Dept Security Plan
- Review of hazardous materials and safety (MSDS)

ON THE JOB TRAINING

It is natural that cultivation facility employees receive extensive on the job training for their position. As it takes much skill, knowledge, and experience to develop cultivation practices in a consistent and effective manner, new Flower Dept cultivation employees are closely shadowed by a tenured employee. This ensures consistency amount procedures, applications, and techniques, elevating the quality of the plants and growth of the employee.

STAFF TRAINING PROCEDURES DOCUMENTATION

Flower Dept keeps training records including, but not limited to, the content of the training provided and the names of the employees who received the training, for at least five years. Training records will also contain dates of completion, employee signatures, and the signature and description of the credentials of any subject matter expert who provided the training.

IMPAIRED CUSTOMERS/SERVING LIMITS

Flower Dept will not have customers on-site. Flower Dept will ensure no employee or approved visitor to the facility is suspected of being under the influence of any substance. Anyone suspected of being under the influence will not be permitted to enter by Security personnel.

PROCEDURES FOR STORAGE OF CANNABIS

Flower Dept's storage policies are designed to ensure that storage areas of all cannabis are kept in a secured manner during business and non-business hours. Any inventory held for quarantine or recall will be stored separately from other cannabis. Usable cannabis and cannabis products will be stored with consideration of:

- The quantity of cannabis items kept on hand.
- Flower Dept's inventory system for tracking and distributing cannabis.
- The number of owners, principals, employees, volunteers, management services contractor staff, or vendor-contractors who have or could have access to the cannabis items.
- The geographic location of the cannabis business and its associated environmental characteristics, such as the relative level of crime associated with the area.
- The scope and sustainability of the security alarm system.
- The findings of root cause analyses of any breaches of security and/or inventory discrepancies for cannabis items at that location.

STORAGE AREAS:

- **Locked Areas**: Flower Dept will have locked, limited access areas for storing:
  - Seeds

        - Seedlings
        - Tissue cultures
        - Clones
        - Cannabis plants
        - Expired, damaged, deteriorated, mislabeled, contaminated, recalled cannabis, or those with opened or breached packaging.
    - **Maintenance**: Storage areas must be kept clean, orderly, and free from infestation by insects, rodents, birds, and pests.

Flower Dept will establish SOPs for the quarantine of any cannabis seed, cutting, clone, immature cannabis plant, batch of cannabis, or cultivation material or component whose suitability for use or distribution is in question, to prevent its use and distribution pending disposition by quality control personnel. There will also be segregated storage areas for the following items:

- Newly received cultivation materials or components and newly received cannabis seeds, cuttings, clones, immature cannabis plants, or usable cannabis.
- Batches of usable cannabis awaiting release for distribution for personal use pending written reports confirming they meet specifications.
- Any usable cannabis suspected but not yet confirmed to be contaminated, including usable cannabis returned as part of a complaint or recall process.
- Usable cannabis, components, or materials that have been confirmed to be contaminated, including, but not limited to usable cannabis that fails testing or is returned as part of a recall, and will be stored with cannabis waste in a waste disposal room until destroyed and rendered unusable.

The Vault has been designated to be the only area to store all ready-for-sale, quarantine, and pending-disposal cannabis and cannabis products outside business hours. The drywall of the walls and ceiling of the Vault will be reinforced with maximum-security ASM .50-13 mesh which is used to secure government, commercial, and retail buildings all over the world. Security mesh will be fastened to metal studs to inhibit bending or the ability to cut. The attached Secura Clips recessed center holes provide over 68% more holding strength than standard screws. Finally, the maximum-security mesh is finished with fire-resistant gypsum.

The Vault door will also be installed with a commercial grade combination lock and proximity access reader. Authorized individuals will have to use their personal security proximity access card and enter the combination to open the Vault door. This two-factor authentication will prevent access to individuals using only the proximity access card of an authorized individual. A log of all entries and code changes into the Vault will be maintained with the security records. The walls and perimeter of the Vault will be equipped with an alarm system which will notify personnel in the security office, a third-party security monitoring company, and the appropriate police agency.

Following harvest, all cannabis will be stored in a secured and locked safe room, safe, or vault, and in a manner to prevent diversion, theft, and loss, except for limited amounts of cannabis used for testing samples. At this time, Flower Dept intends that all cannabis products including quarantine and pending disposable cannabis will be secured and stored in a 30-minute or more UL TL-rated safe with an Underwriters Laboratory 5-minute time delay Group 1 outside lock. All the storage safes for cannabis will also use UL Group 1 outside combination and PIN code locks to secure the safe door. A Group 1 combination lock is resistant to skilled manipulation attacks for up to 20 hours. Tool and Lock-rated (TL) safes are the standard safes used in most high-risk industries such as the jewelry, firearms, and the pawn industries. TL safes offer much more security and protection than a standard gun safe model or non-rated safe due to superior design and construction.

PACKAGING AND LABELING STANDARDS

Ensuring the safety, quality, and compliance of our cannabis products is of utmost importance. Our packaging and labeling procedures are designed to maintain product integrity and meet all regulatory requirements in the State of California.

PACKAGING PROCEDURES

1. Harvest and Post-Harvest Handling:
    - After harvest, our products undergo a meticulous drying and curing process to preserve potency and quality. Once cured, the cannabis is carefully trimmed and prepared for packaging.
2. Sanitation and Sterilization:
    - All packaging materials and equipment are sanitized and sterilized before use to prevent contamination.
3. Weighing and Portioning:
    - Cannabis is weighed and portioned accurately using calibrated scales to ensure consistency and compliance with state regulations regarding package sizes.
4. Sealing:
    - Products are placed in child-resistant, tamper-evident packaging to ensure safety. This packaging also protects the product from light, air, and moisture to maintain its quality.
5. Batch and Lot Identification:
    - Each package is assigned a unique batch and lot number for tracking and traceability purposes. This ensures that each product can be traced back to its source for quality control and regulatory compliance.

LABELING PROCEDURES

In compliance with Chapter 11 Labeling and Packaging procedures of the DCC regulations, Flower Dept will ensure that all bulk cannabis, cannabis products, immature plants, and seeds are properly packaged and labeled according to the specific requirements. This includes clear identification, ingredient listings, allergen information, and required statements to guarantee product safety and transparency during the transportation and sale processes.

§17398. Bulk Cannabis or Cannabis Products

- Bulk cannabis or cannabis products are transferred between licensees for further processing or packaging.
- Packaging used for transporting bulk cannabis or cannabis products must:
    - Protect the products from contamination.
    - Ensure no exposure to toxic or harmful substances.
- Each package must be labeled with:
    1. Type or common name of the cannabis or cannabis products.
    2. UID (Unique Identifier) assigned to the cannabis or cannabis products.
    3. Ingredients of the cannabis products, including any allergens (see §17406(a)(6)).
    4. Net weight or count of the cannabis or cannabis products.

§17399. Immature Plants

- Immature plants sold at retail are not required to be in child-resistant or tamper-evident packaging.
- Each immature plant must be labeled with:
    1. Legal business name (or a name listed on the license certificate) of the licensed nursery that cultivated it, including contact number or website.
    2. The strain name.
    3. The statement: “This plant has not been tested in accordance with the Medicinal and Adult-Use Cannabis Regulation and Safety Act.”

§17400. Seeds

- Seeds sold at retail do not need to be in child-resistant packaging.
- Each package of seeds must be labeled with:
    1. Legal business name (or a name listed on the license certificate) of the licensed nursery that cultivated the seeds, including contact number or website.
    2. Strain name(s).
    3. Weight or count of seeds in the package.
    4. The universal symbol (see §17410).
    5. The statement: “These seeds have not been tested in accordance with the Medicinal and Adult-Use Cannabis Regulation and Safety Act.”

GENERAL TESTING REQUIREMENTS

1. **Suitability and Safety Testing**

- Flower Dept will ensure that all cannabis and cannabis products are tested according to the guidelines established in California Code of regulations Chapter 4 (CCR 4) to ensure suitability and safety for human consumption.
- Only licensed safety compliance facilities are authorized to perform testing on cannabis.

2. **Batch Size Management**
   - Flower Dept will divide all harvested cannabis into harvest batches and will record the net weight of each batch
3. **Sample Collection and Documentation**
   - Staff at Flower Dept will follow the standard operating procedures (SOPs) of the contracted testing laboratory for sampling and documenting the chain of custody.
   - Samples will be collected and tested post-harvest and pre-sale to ensure compliance with regulatory standards.
4. **Prohibition of Sale Prior to Testing**
   - Flower Dept will not sell, transfer, or deliver any cannabis products from a harvest or production batch until the batch has passed all required tests.

TESTING PROCEDURES

1. **Testing Frequency and Process**
   - Harvest batch samples will be tested post-harvest and pre-sale, transfer, or delivery.
   - Production batch samples will be tested in their final form pre-packaging and pre-sale, transfer, or delivery.
2. **Testing Parameters**
   - Flower Dept will ensure that all samples are tested for the following parameters:
     - **THC and Cannabinoid Concentration:** Total THC, CBD, and other cannabinoids.
     - **Terpenoid Concentration:** Total and most prevalent terpenes.
     - **Residual Solvents:** For production batches.
     - **Residual Pesticides, Heavy Metals, and Microbial Impurities**
     - **Mycotoxins, Water Activity, Yeast, and Mold**
     - **Vitamin E Acetate**
   - Flower Dept will track and document the terpene content of major terpenoids within each strain cultivated.

HANDLING OF FAILED TESTS

1. **Failed Test Management**
   - If a harvest or production batch sample fails any initial test, Flower Dept may request remediation.

- Flower Dept will not sell or combine failed batches with others and will deem such products as cannabis waste.

2. **Remediation Procedures**
   - Flower Dept may remediate or sterilize failed batches as per the regulations if allowable, and these will be retested before any sale or transfer.
   - Detailed records of remediation, retesting, and disposal will be maintained.

4. Certificate of Analysis (COA)

1. **COA Generation**
   - Flower Dept will ensure that a COA is generated by the safety compliance facility for each harvest and production batch sample tested.
   - The COA will include the results of all analyses, and the safety compliance facility will provide necessary information such as batch numbers, sample identifiers, testing dates, and analytical methods.

INVENTORY MANAGEMENT

PROCEDURES FOR MAINTAINING INVENTORY DATA IN THE STATE'S ELECTRONIC MONITORING SYSTEM

In Flower Dept's cultivation operations, inventory data is meticulously maintained in the state's electronic monitoring system, METRC through API integrated software such as Dutchie. All cannabis plants, from seed to sale, are tracked using unique identification tags assigned to each batch or plant. Data such as plant growth stages, harvest yields, and waste disposal are regularly updated in METRC to ensure full traceability and compliance with state regulations. This process is managed by a designated track-and-trace system account manager who oversees the accurate and timely input of inventory data, ensuring that all transactions and movements within the facility are recorded and compliant with state requirements.

INVENTORY CONTROLS AND PROCEDURES TO CONDUCT INVENTORY REVIEWS AND COMPREHENSIVE INVENTORIES

Before commencing business, Flower Dept will conduct a comprehensive inventory of all cannabis available for cultivation, finished cannabis ready for sale, unusable cannabis, cannabis plants, including the seeds, parts of plants, and all cannabis products at the facility. Inventory will take place on the date Flower Dept first engages in cultivation and will include damaged, defective, expired, or adulterated cannabis awaiting disposal, including the name, the quantity, and the reasons for which the cannabis business is maintaining the cannabis. The initial inventory will be reported to the DCC utilizing the inventory tracking system METRC.

Flower Dept will establish inventory controls and procedures for the conduct of inventory reviews and comprehensive inventories of cultivating, stored, usable and unusable cannabis. All inventory

records will include, at a minimum: the date of the inventory, a summary of the inventory findings, and the name, signature, and title of the employee who conducted the inventory. Inventories will also include the name, quantity, and reason Flower Dept is maintaining any unusable cannabis. If Flower Dept commences business with no cannabis on hand, the employee will record this fact as the initial inventory.

Product inventory will be updated daily. Flower Dept will also conduct a monthly inventory audit of cultivated, stored, usable and unusable cannabis. Flower Dept will conduct a comprehensive annual inventory audit at least once every year from the date of the previous comprehensive inventory. Reports will cover a complete and accurate record of all cannabis, including the seeds, parts of plants, and all products. Inventories will be promptly transcribed in the inventory control system. The employee performing the inventory will input findings into a device that interfaces with the inventory control system.

Upon commencing business, Flower Dept will begin conducting a weekly inventory in an electronic format of all cannabis plants, including, the seeds, parts of plants, and all cannabis products, which will, include, at a minimum:

- The date of the inventory and a summary of the inventory findings
- The name, signature, and title of the employee who conducted the inventory
- The date of sale or disposal date of all cannabis and cannabis products
- The name of the recipient to whom the cannabis or cannabis product was distributed, the address of such person, and the kind of cannabis or cannabis product
- The quantity of cannabis or cannabis products.

If Flower Dept finds an irreconcilable discrepancy between its physical inventory and the inventory tracking and monitoring system database, Flower Dept will conduct an audit, and notify the DCC of any reportable activity.

Flower Dept will acquire a reasonable initial and ongoing inventory of cannabis seeds, cuttings, clones, and immature plants and paraphernalia. Flower Dept will limit its inventory of cannabis seeds, cuttings, clones, immature cannabis plants, and usable cannabis to reflect the current market needs of consumers.

Flower Dept will use the inventory tracking system and any plant tags, product identification tags or stamps designated by the DCC, as well as be responsible for any fees from aforementioned items. Each plant, and all Work in Process (WIP) inventory will receive a tag that will remain with the plant, material, or product. Tags will be incorporated with Radio Frequency Identification (RFID) technology to interact with RFID readers and simplify accountability, to ensure the chain of custody, and efficiently display the tracking of plants and product inventory. WIP material will receive an RFID tag that accounts for these items with digital readers for the weight and source of all harvest and production batches every time a new batch is produced. RFID data includes strain

or product type, originating batch information, the physical location of the plant/material, and other unique identifiers matching the inventory control system data. Tags act as unique identifiers specific to batches of seeds on origination, each plant in each phase of cultivation, subsequent harvest batch weights, and final packages.

Flower Dept has identified the following areas as Critical Control Points for cultivation operations:

- Physical Inventory Control, including security, storage, tagging and tracking, and recordation
- Electronic Inventory Control, including the inventory control system the inventory tracking system of the DCC; and Inventory Accuracy, including lost, stolen, or destroyed products, reconciliation of inventory, and discrepancies and recalls.

To integrate these Critical Control Points, Flower Dept's SOP's reference materials include Document Management SOPs, Facility SOPs, Quality Assurance SOPs, and Inventory Control User Manuals and Documents.

WASTE MANAGEMENT

OVERVIEW

In compliance with CCR 4 regulations, Flower Dept places utmost importance on the proper management and disposal of cannabis waste. In the following paragraphs, we will discuss these procedures in detail, underscoring our commitment to adhering to regulatory requirements and maintaining the highest standards in our operations.

By implementing these comprehensive waste management procedures, our company demonstrates its dedication to fulfilling the requirements set forth by the State and maintaining the integrity and safety of our operations.

While it is the intent of Flower Dept to achieve a zero-waste operation, Flower Dept wants to ensure that it is in compliance with all local, county, state, and federal requirements for waste disposal. Flower Dept has crafted a Waste Management Plan that ensures compliance with all regulations stated by the DCC while driving the company toward its zero-waste goal.

For the purposes of Flower Dept's Waste Management Plan, waste is divided into the following categories:

- Solid Waste
- Recycling
- Organic Waste
- Electronic Waste

- Compostable Cannabis Waste
- Non-Compostable Cannabis Waste

Flower Dept does not anticipate producing any hazardous waste. In the event waste may be hazardous, Flower Dept will engage its cannabis waste hauler to complete a waste profile and determine whether hazardous waste disposal services are required.

It is Flower Dept's goal to not only understand the importance of the various types of waste, but to properly implement sorting procedures to ensure that each type of waste is properly disposed of. Each type of waste will have a designated bin that is properly labeled to ensure employee compliance. Flower Dept will also utilize educational signs and periodic training to ensure all waste is responsibly managed.

CANNABIS WASTE STORAGE RECEPTACLES

Flower Dept will bag cannabis waste and place it into two locked 65-gallon waste storage receptacles, one for compostable cannabis waste and the other for non-compostable cannabis waste. **These will be locked inside the facility secure storage room,** in a clearly labeled area segregated from cannabis goods for sale/transport. Ashes resulting from incineration can be placed in unlocked dumpsters or composted in a secure area, provided they are no longer hazardous.

Waste equipment will be managed in a way that will prevent the unintentional conveyance of cannabis waste outside the secure waste storage area. The waste storage receptacles will have the following features:

- Constructed to be easily handled for collection
- Constructed of rust-resistant and corrosion-resistant materials
- Equipped with a locking tight-fit lid or cover

SECURITY MEASURES

Cannabis Waste Storage Area

Flower Dept will go above and beyond to implement security measures that will prevent the theft or diversion of cannabis waste. Flower Dept will establish a secure waste storage area where physical access is restricted to select employees. This area, which will be within the secure storage area, is designed in a manner to prevent cross-contamination and minimize safety hazards, odors, dust, unsightliness, and other nuisances. Outside the facility, Flower Dept will utilize the existing tenant trash enclosures to store non-cannabis waste. If possible, Flower Dept will lock or add locks to the trash enclosure gates and add landscaping that obscures visual identification of the dumpsters from adjacent public spaces. This will help prevent attempts to break into the dumpsters.

Flower Dept will store waste in a way that does not create a risk of fire, explosion, or the accumulation of poisonous or otherwise harmful vapors or gases. Flower Dept will not generate hazardous waste or mix cannabis waste with hazardous material.

All waste storage areas will be subject to daily routine inspection. Flower Dept will routinely clean the areas and inspect for insects, rodents, birds, contaminants, and adulterants. The discovery of any insects, rodents, or other pests will warrant immediate action and extermination using a local exterminator. Regardless of inspection results, Flower Dept will clean and sanitize all areas and receptacles where cannabis waste is stored on a weekly basis.

Video Surveillance

To maintain accountability and security, all disposal activities must be monitored by video from start to finish. This measure helps in verifying that disposal procedures are followed correctly and provides a record of compliance.

Employee Oversight

The disposal of cannabis waste must be overseen by a minimum of two employees. This dual oversight ensures that there is a witness to all actions taken, thereby reducing the risk of mishandling or unauthorized diversion. Detailed records of each disposal event must be maintained, including the date, time, manner of disposal, unique identification codes of the waste, the reason for disposal, employee details, and, if applicable, details of cannabis prepared for sale.

Clear Bags

Flower Dept utilizes clear garbage bags for all waste throughout the facilities. Clear bags will allow all waste to be inspected. Clear bags prevent attempted diversion of product from the sales floor via garbage bins by allowing for visual inspection of all sales floor waste. Further, if someone does succeed in breaking into the dumpster holding non-cannabis waste, they may cease their criminal attempt once they see through the clear bags that they do not contain cannabis.

METHODS OF RENDERING WASTE UNUSABLE AND UNRECOGNIZABLE

Cannabis Destruction Policies

If any of Flower Dept's cannabis items become contaminated, recalled, expired, or otherwise rendered unusable, Flower Dept will dispose of them in accordance with the policies, procedures, and regulations described in this section. Flower Dept's inventory manager will always be present and oversee any destruction of product and ensure that it is properly recorded in METRC via Flower Dept's track-and-trace software, Trellis. All records related to cannabis waste destruction and removal will be saved for no less than seven years. Additionally, Flower Dept asserts that cannabis waste will never be sold for any reason.

Disposal Methods

Undesired, excess, unauthorized, obsolete, adulterated, misbranded, or deteriorated cannabis must be rendered unusable. This can be achieved through two primary methods:

1. **Controlled Incineration**: Medicinal cannabis waste can be incinerated under controlled conditions to ensure it is completely destroyed and unusable.
2. **Grinding and Mixing**: Alternatively, the cannabis can be ground and mixed with non-consumable solid wastes such as paper, cardboard, food waste, yard waste, grease, or soil. This method ensures that the cannabis is thoroughly integrated with other wastes and rendered unusable.

All waste disposal activities will be meticulously recorded in the state's designated electronic monitoring and seed-to-sale tracking system. This ensures transparency and traceability of waste management practices.

Composting Grinder

Flower Dept will use a composting grinder, also known as a compost shredder or food cycler, to render cannabis unusable and unrecognizable. This product is a small appliance that chops up compostable items into an odor-free container. It is capable of shredding plant-based items, including cannabis. The shredding speeds up the decomposition of cannabis waste while mixing it with compostable non-cannabis materials added by the machine’s operator to dilute the final cannabis waste mixture.

The Flower Dept team has prepared the following processes to render waste unusable. This will occur weekly and be conducted by the inventory manager while under video surveillance. Depending on whether the cannabis goods and added non-cannabis component are compostable, either of the following processes will be followed. The inventory manager will sanitize all equipment used once the process is complete.

Process To Render Waste Unusable – Compostable

- Identify product in the quarantine area ready for disposal.
- Sort compostable and non-compostable waste.
- Remove compostable waste from packaging
- The manager must weigh the product and make any necessary adjustments to inventory records in Trellis (and METRC).
- Empty the cannabis into the composting grinder.
- Add non-cannabis compostable material in an equal amount to the cannabis material by volume.
- Flower Dept utilizes kitty litter or vegetable-based greases or oils.

- For example, if one ounce of cannabis is being rendered unusable, the inventory manager could add one ounce of vegetable oil to the composting grinder.
- Following the manufacturer's instructions, run the composting grinder until the cannabis waste is rendered unusable.
- The manager will repeat this process until all quarantined items are rendered unusable.
- Upon completion, the manager will empty the composting grinder container into a biodegradable bag labeled "Rendered Compostable Waste."
- This bag will be placed inside the waste receptacle labeled "COMPOSTABLE CANNABIS WASTE."
- A permitted waste company will be contacted to pick-up the waste for transport to a compost or anaerobic digester facility.

Process To Render Waste Unusable – Non-Compostable

- Identify products in the quarantine area ready for disposal.
- Sort compostable and non-compostable waste.
- Remove non-compostable waste from packaging.
- The manager must weigh the product and make any necessary adjustments to inventory records in Trellis (and METRC).
- Empty the cannabis into the composting grinder.
- Following the manufacturer's instructions, run the composting grinder until the cannabis waste is rendered unusable.
- The manager will repeat this process until all quarantined items are rendered unusable.
- The manager will dump the shredded cannabis waste into a biodegradable bag labeled "Rendered Non-
- Compostable Waste."
- They will then take shredded paper from the office and mix that with the non-compostable cannabis waste in the bag until the mixture is completely mixed and at least 50 percent paper by volume.
- Upon completion, the bag will be tied.
- This bag will be placed inside the waste receptacle labeled "NON-COMPOSTABLE CANNABIS WASTE"
- A permitted waste company will be contacted to pick up the waste for transport to a landfill or incinerator.

Other Waste

The disposal of other types of waste, including hazardous and liquid waste, must comply with all federal, state, and local regulations. This ensures that all waste management practices are not only

compliant with cannabis-specific regulations but also with broader environmental and public safety standards.

TRACK AND TRACE DESTRUCTION PROCEDURE

Terms such as “damage” and “destroy” are used in the cannabis industry to designate changes to inventory status changes. "Damaged” inventory may be product that is not fit for retail sale or product used for display purposes, while “destroyed” products are rendered “unrecognizable and unusable” by one or more standard industry practices. When cannabis must be disposed of or destroyed, Flower Dept will record the required adjustments in Flower Dept’s track-and-trace software that connects directly to METRC via application programming interface (API). Flower Dept will ensure that all waste and unusable products are weighed, recorded, and adjusted in Trellis before rendering and disposal, and that the system is constantly synced with METRC.

The inventory manager is responsible for creating and adjusting records in the system to record the destruction activity. Verification of this event will be performed by a second team member and conducted in an area with video surveillance.

For each destruction or disposal of cannabis or cannabis products, Flower Dept will record the following information in METRC, via its API integration with the inhouse system:

- The type of cannabis or cannabis products.
- The weight, volume, or count of the cannabis or cannabis products.
- The date of activity.
- ▪ The METRC UID(s) assigned to the cannabis or cannabis products.
- The name and identification number of the employee performing the destruction or disposal.
- The reason for destruction or disposal.
- The method of disposal.
- The name of the entity being used to haul the cannabis waste.
- A description of the reason for any adjustments made in METRC.
- Any other information required by the DCC.

EMPLOYEE EDUCATION

All employees will be trained by management on handling and managing cannabis waste. Employees who will operate the composting grinder will receive training on safely operating the equipment and must pass a knowledge assessment before operating the equipment independently. Flower Dept will also post educational posters in the company break room that use images and simple language to explain guidelines for disposing of different types of waste in different receptacles.

RECALLS

Flower Depts execute Recall Procedures within 24 hours of receiving a Recall Notice. Employees review all product recall notices and specific instructions that have been identified in the notices.

All recall notices are communicated to owners, operators, employees and customers. The Manager ensures recalled products are physically segregated (including any products that contain the recalled product) in the Quarantine Zone. If an item is suspected to contain the recalled product, but label information is not available, staff will follow cannabis waste procedures for disposal. The product is marked "Do Not Use' and "Do Not Discard," and all staff is informed not to use or move the product. The Manager identifies with the help of METRC to locate the batch items and verify that the items bear the product or batch code(s) and production date(s) listed in the recall notice. Accurate inventory counts of the recalled products are obtained, including the amount in inventory and amount used.

Flower Dept implements a corrective action plan to retrieve as many hazardous products from the distribution chain and from consumers as possible in the most efficient manner. A correction action plan outlines the procedures and steps needed to be taken by Flower Dept once a product recall is required, including industry notification, public notification, documentation and record retention, and disposal.

FLOWER DEPT SOPS TO HANDLE COMPLAINTS AND RECALL OF MEDICINAL CANNABIS PRODUCTS

1. Immediate Notification:
    - **To the DCC**: Notify the Department immediately upon discovering defects or receiving complaints about cannabis.
    - **Investigation**: Flower Dept must investigate complaints to determine if a recall is necessary.
2. Recall Decisions:
    - **No Action Required**: Notify the Department with a rationale if no further action is needed. The Department will review and consult if necessary.
    - **Action Required**: Initiate a recall if needed.
3. **Voluntary Recalls**: Notify the DCC via email when starting a voluntary recall for issues not posing a public health risk.
4. Mandatory Recalls:
    - **Immediate Notification**: Inform the DCC via phone and email.
    - **Secure and Isolate**: Prevent the distribution of affected products and coordinate disposal with the cabinet.
5. **Non-cooperation Penalties**: Failure to cooperate with recalls may result in cease-and-desist orders and other penalties.

6. Recall Plan:
    - **Recall Coordinator**: Designate employees responsible for managing recalls.
    - **Procedures**: Implement procedures to identify, isolate, retrieve, and dispose of affected products.
    - **Communications**: Notify affected parties, including other businesses and cardholders.
    - **Coordination with DCC**: Follow DCC-approved procedures for recalls and disposal.
7. Tracking and Recording:
    - **Electronic System**: Record recall details in the state's electronic monitoring system.
    - **Details**: Include amounts, types, coordinators, transport means, reasons, test results, and disposal methods in records.

STATE TESTING REQUIREMENTS

Flower Dept products are only sold to licensed distributors and manufacturers once the product has been tested by a licensed 3rd party Testing Laboratory with ISO/IEC 17025 accreditation. Flower Dept notifies its Distribution partners when it has a sample batch to be tested and arranges for pick up and transport by the Distributor to the Testing Laboratory. Flower Dept receives all Research and Development testing results as well as all Certificates of Analysis prior to selling any products.

- A local Testing Laboratory collects samples at the various phases to perform Research and Development testing.
- The Testing Lab ensures that the batch size from which the sample is taken meets the requirements of CDFA regulations.
- The Manager is physically present to observe the laboratory employee collecting the sample, and both parties ensure that the increments are taken from throughout the batch.
- The sampling is video recorded with the batch number stated verbally or in writing on the video at the beginning of the video, with a visible time and date indication on the video recording footage. The video recordings are maintained for 90 calendar days by the licensed distributor.
- After the sample has been selected, both the Manager and the laboratory employee sign and date the Chain of Custody Form attesting to the sample selection having occurred.

Flower Dept never assists the laboratory employee nor touches the cannabis goods or the sampling equipment while the laboratory employee is obtaining the sample.

RECORD KEEPING

PROCEDURES FOR MAINTAINING INVENTORY DATA IN THE STATES ELECTRONIC MONITORING SYSTEM

Flower Dept is committed to maintaining meticulous records through the use industry-leading software that integrates with the state-mandated METRC system. This ensures accurate tracking and compliance from seedling to sale. All records are securely stored in both a temperature-controlled vault and in the cloud, fortified by robust cybersecurity protocols. These comprehensive records are preserved for a minimum of seven years, underscoring our dedication to regulatory adherence and operational excellence.

In the event of a loss of access to the track-and-trace system, comprehensive records will be maintained and promptly updated once access is restored. Our sophisticated software platform also offers modules for cultivation, harvest, CRM, and analytics, providing real-time dashboards and reports to optimize our operations and ensure compliance.

TRACK AND TRACE

Flower Dept will use industry-leading tracking software such as BioTrack or the like, to track all cultivation and processing activities throughout the plant life cycle. Flower Dept accounts for all plants as a batch with a unique Tag that shall remain with the plant through final packaging.

Flower Dept will assign a tag at the time of planting for each plant. As actions are performed on plants during harvest, each plant's barcode will be scanned, and the action information will be entered into the software for recordkeeping. All plant movements, actions on plants including application of any material (water, nutrients, pesticides), or changes to the nature of the plant (trimming, removing dead material, changing elements such as growth medium) will be documented.

Flower Dept will take inventory of all plants on a weekly basis, maintain these records for at least seven years and make the records available to the DCC upon request. Any removal of plants from the batch will be recorded on a permanent record and maintained on-site.

Flower Dept designates an owner to be the track-and-trace system account manager. Flower Dept reports to the DCC's track and trace system the disposition of immature and mature plants, any transfers, and any waste. Flower Dept's platform will control all plants from seedling to sale and will have the following capabilities:

Cultivation Module

- Includes the Cultivation & Harvest modules. Generate unique IDs for plants, batches, harvests, and finished inventory.

- Cultivation Module: Track plants by batch, stage, room, or strain
- View mortality rate and the average age of plants
- Dispose of plants
- Track Mother plants and clones

Harvest Module

- Record wet, dry, trim, & cure yields
- Track yield per plant or batch
- Calculate moisture loss
- Run Trimmer Reports

CRM Module

- Enables you to manage your wholesale customers' accounts and create orders from a live inventory feed.
- Create customer profiles, log interactions, and view previous orders.
- Attach licenses and documentation to customers' profiles.
- Create orders pulling from a live inventory feed.
- Track order stages including approval, fulfillment, and delivery Generate order manifests and invoices.

Analytics Module

Includes real-time dashboards and custom query reports to give you an executive overview of your business.

Dashboards

- Cost per gram
- Composition and age of inventory
- Plants by stage and mortality rates
- Sales by customer and SKU

Reports

- Batch reports
- Active/Closed inventory reports
- Order reports
- Trimmer Efficiency

LOSS OF ACCESS

If Flower Dept loses access to the track-and-trace system for any reason, Flower Dept prepares and maintains comprehensive records detailing all tracking inventory activities that were conducted during the loss of access. Once access to the track-and-trace system is restored, all inventory tracking activities that occurred during the loss of access are entered into the track-and-trace system within 48 hours. Flower Dept documents when access to the track-and-trace system was lost and when it was restored. Flower Dept does not transport any cannabis or non-manufactured cannabis products to other licensed premises until such time as access is restored, and all information is recorded into the track-and-trace system.

PROCEDURES FOR MAINTAINING EMPLOYEE RECORDS

Secure Storage and Record Keeping

Flower Dept is committed to maintaining the highest standards of security and confidentiality for employee records. Physical records, such as contracts, identification copies, and performance evaluations, are securely stored in a temperature-controlled vault, accessible only to authorized personnel. Digital records are maintained in a secure cloud-based system, which employs strong cybersecurity protocols, including encrypted access, multi-factor authentication, and regular security audits. This dual approach ensures the integrity and protection of sensitive employee information. Employee records are retained for a minimum of seven (7) years after termination, with procedures in place for secure archiving or disposal in compliance with legal requirements.

Regular Updates and Compliance

To ensure that all employee records remain accurate and up-to-date, Flower Dept requires employees to update their personal information, such as address or emergency contacts, with HR. Any changes in an employee's role, department, or employment status are promptly reflected in their records, including adjustments to access rights and identification details. All record-keeping practices comply with federal, state, and local regulations regarding privacy and data protection, such as HIPAA and other relevant employment laws.

PREVENTING UNLAWFUL DIVERSION

MEASURES IN PLACE TO PREVENT UNLAWFUL DIVERSION

Diversion Prevention

Management will be attentive of potential diversion and will follow, encourage, and enforce strict procedures and policies to detect diversion. Signs of internal theft or diversion include: an employee's purchasing abilities increase at a rate inconsistent with their income; an employee accessing an area not assigned to them; and an employee removing anything from a limited area without supervisor approval.

Flower Dept understands that it will not transport, transfer, distribute, supply, or sell cannabis, usable cannabis, cannabis products, paraphernalia, or related supplies to consumers.

Background Checks

Criminal history background checks will be done for all employees and management prior to hiring to ensure that no one with a history of theft, product diversion, or other criminal activity that would deem the individual a hazard or potential threat. Security guards will also be trained to be alert and aware to potential cannabis and cannabis product diversion.

Flower Dept will utilize tools to prevent hiring employees who will encourage theft and diversion. Flower Dept will contract with a third-party background services firm which merges advanced search methodologies from multiple investigative databases and public record sources with interpretation by investigative specialists. This process ensures that Flower Dept will have complete and accurate information before deciding to employ an individual. Flower Dept will utilize behavioral assessments which offer insight into individual behaviors that not only may steal or divert cannabis, but also may perform poorly or fail to uphold security standards.

Access Regulation

Flower Dept will limit access to storage areas containing cannabis items. When it is necessary for visitors to be present in or passthrough cannabis item storage areas, Flower Dept will provide for adequate observation by cannabis business personnel whom Flower Dept specifically authorized by policy or job description to supervise the activity. In SOPs, Flower Dept will identify the personnel with authorization to access storage areas.

Employee identification cards will be worn at all times while on the licensed premises and cards will be color-coded to identify levels of access to portions of operations. The color-coded card will indicate access to specific areas the employee is authorized to enter when performing scheduled job functions. A person that is not a holder of a valid employee identification card is prohibited from accessing the premises unless they receive authorization and obtain a visitor identification badge. All photo identification badges will be worn at chest height on breakaway style lanyards. All photo identification badges will be placed inside a plastic transparent identification holder. Employees will not be permitted to place any item in or cover any part of their identification badge holder. Employees will be expected to follow Flower Dept's Code of Conduct.

Flower Dept, as well as any employed persons, will not impede, obstruct, interfere with, or otherwise not allow the DCC or law enforcement to conduct an inspection or to review or copy records or recordings or other documents. Flower Dept or employees will not conceal, destroy,

deface, damage, falsify, or otherwise alter any records, surveillance recordings, or other documents.
Prohibitions

Smoking, ingestion, or consumption of cannabis will be prohibited on the licensed premises at all times. This policy will be implemented and will be made available to the DCC. Flower Dept will not include a business that sells alcoholic beverages. Flower Dept will not sell any food, beverages, alcohol, tobacco, or nicotine products on or at the premises.

No person will be allowed to possess an illegal drug of any kind while on the licensed premises. No employee or volunteer will be under the influence of a controlled substance. Flower Dept will not allow entry onto the premises by a person who is under the age of 21. Flower Dept and its personnel and agents will not sell or give for consumption any cannabis items to a person under 21 years of age.

Reporting

When there is evidence of diversion, employees are trained to follow strict procedures that will result in an investigation and written report submitted to the DCC. Flower Dept, upon becoming aware of a reportable loss, discrepancies identified during inventory, diversion or theft, whether or not the cannabis, funds, or other lost or stolen property is subsequently recovered and/or the responsible parties are identified, and action taken against them, will immediately notify appropriate law enforcement authorities by telephone and notify the DCC no later than three hours after discovery of the event.

Flower Dept will notify the DCC within 24 hours by telephone, followed by email notification of any of the following: (1) An alarm activation or other event that requires response by public safety personnel; (2) A breach of security; (3) The failure of the security alarm system due to a loss of electrical support or mechanical malfunction that is expected to last longer than eight hours; and (4) Corrective measures taken, if any.

Waste destruction will follow CCR 4 to prevent diversion of cannabis not intended for sale. Similarly, Flower Dept will ensure that recalled cannabis products cannot be diverted and misused.

Creating a Company of Honesty

Flower Dept will strive to create a “Company of Honesty” and will have an open communication policy. It will be the responsibility of all employees to report theft or dishonest behavior to management. Flower Dept understands the need to cultivate a safe work environment and will not tolerate behavior that affects the safety of employees or other individuals.

Flower Dept will create an open and honest environment for its employees by creating a set of strict policies and procedures that clearly state the appropriate actions that employees should take in specific situations. Failure to follow these policies will not be tolerated as it would compromise the safety of the employees and the security of the premises.

Packaging and Advertising

All advertising done by Flower Dept will full comply with advertising standards outlined in CCR 4. Specifically, Flower Dept will not promote diversion by appealing to anyone under 21 years of age. Flower Dept will place a legible, permanently affixed label containing the information on each package of finished usable cannabis that is ready for sale. Flower Dept will only release for distribution and transfer to another cannabis business cannabis that has been properly processed, tested, packaged, sealed and labeled in accordance with the provisions CCR 4.

WORKFORCE DEVELOPMENT AND JOB CREATION

PROGRAMS FOR EMPLOYEE DEVELOPMENT

At Flower Dept, we recognize that our success hinges not only on the quality of our cannabis products but also on the strength and capabilities of our workforce. Flower Dept will implement a comprehensive, inclusive labor plan to involve people of all walks of life in the ownership, management, and staffing of the Flower Dept. Flower Dept actively seeks individuals from various social groups such as socio-economically disadvantaged communities, individuals with prior involvement in the criminal justice or juvenile justice systems, and persons with disabilities.

Flower Dept is devoted to equity, diversity, and inclusion. We have developed Flower Dept-wide, targeted programs to positively impact our communities by promoting and encouraging participation from disproportionately affected communities in this newly legalized industry.

As we expand our cultivation operations, we are committed to creating a robust workforce development and job creation plan that supports our business goals, contributes to the local economy, and fosters a positive work environment.

This plan outlines our strategies for recruiting, training, and retaining top talent while ensuring that our employees have opportunities for professional growth and advancement.

Workforce Recruitment

Job Creation:

- **Expansion:** As we grow, we will create a variety of roles, including cultivation specialists, quality control analysts, harvest technicians, inventory managers, and administrative support staff.

- **Local Hiring:** We will prioritize hiring from the local community to support regional economic development and reduce turnover rates.

Recruitment Strategies:

- **Job Fairs and Community Events:** Participate in local job fairs and community events to connect with potential candidates and promote our employment opportunities.
- **Partnerships with Educational Institutions:** Collaborate with local colleges, universities, and vocational schools to create internship and apprenticeship programs.
- **Online Job Portals and Social Media:** Leverage online platforms and social media to advertise job openings and attract qualified candidates.

Employee Training and Development

Onboarding Program:

- **Orientation:** New hires will undergo a comprehensive orientation to familiarize themselves with our company culture, operational procedures, and compliance requirements.
- **Mentorship:** Assign mentors to new employees to provide guidance, answer questions, and facilitate a smooth transition into their roles.

Ongoing Training:

- **Skill Development:** Offer regular training sessions on technical skills, industry best practices, and safety protocols.
- **Certifications:** Support employees in obtaining relevant certifications, such as those related to cannabis cultivation and compliance.
- **Leadership Development:** Implement leadership and management training programs to prepare employees for advanced roles within the company.

Performance Evaluation:

- **Regular Reviews:** Conduct performance evaluations to assess employee progress, provide feedback, and identify areas for improvement.
- **Career Pathways:** Develop clear career pathways and professional development plans to help employees advance within the company.

Employee Retention

Competitive Compensation and Benefits:

- **Salary and Benefits:** Offer competitive salaries and comprehensive benefits packages, including health insurance, retirement plans, and paid time off.
- **Incentives:** Provide performance-based incentives and recognition programs to reward exceptional work and encourage employee engagement.

Work Environment:

- **Positive Culture:** Foster a supportive and inclusive work environment that values diversity and encourages collaboration.
- **Work-Life Balance:** Promote work-life balance by offering flexible scheduling options and support for personal needs.

Employee Feedback:

- **Surveys and Forums:** Regularly conduct employee surveys and feedback forums to gauge satisfaction and identify areas for improvement.
- **Open Communication:** Maintain open lines of communication between management and staff to address concerns and implement suggestions.

Community Engagement and Partnerships:

Local Partnerships:

- **Support Local Organizations:** Partner with local non-profits and community organizations to support workforce development initiatives and provide resources for job seekers.
- **Volunteer Opportunities:** Encourage employees to participate in community service and volunteer opportunities.

Economic Development:

- **Collaborate with Local Governments:** Work with local government agencies to support economic development and job creation efforts in the region.

Flower Dept will lean on its local partners to source qualified applicants from City and County. Flower Dept will also identify a local staffing agency to source qualified individuals with relevant background and experience to fill positions. Flower Dept also uses outlets such as Indeed, Craigslist, and Zip Recruiter to post ads for open positions. Incentives for locals to join our team will be the robust employee benefit program, high wages, and ample opportunities for continuing education. Flower Dept employees have the benefit of advancing their careers into all facets of the business, setting them up for success in the future regardless of what industry they may move into.

Flower Dept does not discriminate in hiring or operating decisions. All managers and supervisors must comply with all EEOC guidelines when managing staffing issues. No policy or procedure implemented by Flower Dept may lead to discrimination based on or conflict with laws regarding:

- Race
- Age
- Height or Weight
- Credit Rating or Economic Status
- Religious Affiliation or Beliefs
- Citizenship
- Marital Status

- Number of Children
- Gender or Gender Presentation
- LGBTQIA Status
- Arrest or Conviction unless in a sensitive position
- Security/Background Checks for Certain Religious or Ethnic Groups
- Disability

PROCESSES, METHODS, AND TECHNIQUES FOR CULTIVATING

If awarded a license to cultivate in the City, Flower Dept enlists the help of a Master Grower to run the day to day of facility oversight. Daily procedures for a Flower Dept facility are composed of instructions for each stage of the grow cycle, monitoring of all grow rooms, dry rooms, trim rooms, and post packaging rooms. Management has general oversight of the facility, working with each employee to ensure his/her task is handled according to Standard Operating Procedures. To assist with compliance, Flower Dept utilizes a system of checks and balances to monitor all operations, which include entering all plant and growth cycle information into the track and trace system, recording all treatments for pests, watering, soil levels, nutrient mixtures, and more.

Other procedures include safety and security measures, waste management, maintaining the odor control and HVAC systems, water system maintenance, and pest management. These processes are imperative to keeping operations running smoothly and the facility clean, safe, without odor, and free of pests.

Flower Dept intends on cultivating marijuana using a Perpetual Harvest Cycle. A Perpetual Harvest Cycle uses symbiotic rotation to maintain plants in all stages of the cannabis life cycle. This process uses procedures to move plants regularly to different areas of the cultivation facility, based on their age, to maintain a steady supply of flowering plants. By having a steady supply of flowering plants, there will ultimately be a steady supply of end products available for patient use. Flower Dept plans to cultivate marijuana within indoor facilities. The techniques employed to cultivate cannabis and cannabis are identical with the exception of nutrient application, which is tailored to all variants of the cannabis genus.

After initial seed germination, Flower Dept will propagate plants using cuttings from Mother Plants, called clones. Once clones have rooted, each plant will be moved into 2-gallon pots using coco planting media where the nutrient feed will be adjusted to support a 5.8-6.0 PH level. This is called the Vegetative Stage and Flower Dept will begin the process of incremental increases to the vegetative nutrient mix. The vegetative nutrient formula is set at 400 PPM in early vegetative state, then increased to a mix vegetative nutrient formula at 600 PPM in the middle vegetative state, and late-stage vegetative state plants and at 1000-1200 PPM for plants in their first 2 weeks in the flower photoperiod.

As vegetative plants mature, the cultivation staff will prepare plants for flowering by tapering off the nitrogen introduced to the grow medium transitioning to less nitrogen and greater levels of phosphorus and potassium. These plants are then transferred into one of the flower rooms where they will move from an 18-hour photoperiod to a 12-hour photoperiod in the flowering room begins the flowering process. Depending on a strain's particular flower time, cannabis plants will be harvested.

ADDITIVES, PESTICIDES, FUNGICIDES, AND HERBICIDES

Using Integrated Pest Management ("IPM") methods as defined by 7 U.S.C. § 136r, Flower Dept will manage pests with a variety of biological, cultural, physical, and chemical tools in a way that minimizes economic, health, and environmental risks. IPM materials will be selected and applied in a manner that minimizes risk to human health, beneficial and non-target organisms, and the environment. Specifically, Flower Dept will only use products that are compliant with Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA) Section 25(b) and do not require regulation by the U.S. Environmental Protection Agency (EPA) and the Department of Pesticide Regulation requirements. The Applicant's current list of pest management products include Azaguard, Zerotal, Trifecta, Procidic, Athena IPM, Castile Soap, H2O2 (for mildew and root flush), Sierra Natural Sciences Products, diatomaceous earth and Terra Verra. Flower Dept will apply pest preventative products twice a week (Tuesdays and Fridays) and will alternate the IPM products between 4 products over a 2-week period. Flower Dept will not use foliar spray pest preventative products in the final weeks before harvest. In addition to these preventative measures, Flower Dept will strive to use plant tissue to achieve clean genetics, plant tissue allows Flower Dept to clone from genetics that have been stripped of virus or disease and taken back to the plants pure genetic form. Flower Dept will grow multiple plant strains to determine which strains grow best in the State climate while resisting pests, mold, mildew and other pathogens.

SOP FOR INSPECTING SEEDS AND GROWING PLANTS FOR PLANT PESTS

Flower Dept is committed to ensuring that preventative measures are taken against insects, diseases, mollusks, and nematodes that may endanger the horticulture or agriculture of the state. All cultivation staff will be trained with visual aids to identify pests. Staff will conduct daily spot checking and overall visual inspection of plants including tops of the plant, mid canopy, fan leaves, and root areas will be inspected and recorded daily. Staff will note any indication of pests and pathogens such as powdery mildew, aphids, thrips, and mites in the Pest Inspection Log. This will also be located in each grow room to record any signs of pets, mold, or pathogens. The growing medium also undergoes daily review by a member of the cultivation staff for any indication of fungus gnats, root aphids, or any fungal or bacterial infections. Upon discovery of pests or pathogens present, staff will immediately alert the Cultivation Manager. Should dangerous pests be identified, the seeds and growing plants be quarantined and placed under stop sale using a Stop Sale Notice and Hold Order. Cultivation staff will quarantine nursery stock found infested or

infected with a plant pest and the management team will create a custom plan of action to remedy this issue, including the destruction of infected plants, if necessary.

PLAN FOR THE FUMIGATION OR TREATMENT OF PLANTS AND THE REMOVAL AND DESTRUCTION OF INFESTED OR INFECTED PLANTS

The Cultivation Manager will immediately be notified if there are plants that are suspected so infected plants can be promptly tagged for easy identification. Staff will also advise cultivation personnel and log information/data into the track and trace platform. Flower Dept will remove non-conforming plants by placing a black plastic bag over the top of the plant. Cultivation employees will fumigate the area around the non-compliant plant. Those plants will go to a quarantine area where they will be studied and disposed of to avoid further contamination. Flower Dept will ensure employees are trained and properly outfitted to perform the task of IPM product formulation and application. Flower Dept does not intend on using pest management formulations which require an REI (re-entry interval), the time after application before re-entry into the area, however, will allow a minimum of 15 minutes after application before allowing re-entry into that grow area. Flower Dept will fully implement and train to ensure compliance with Workers Protection Standards (WPS) as well as all local, state and federal worker safety regulations. Flower Dept also employs a defoliation technique at 2 times in the plant's life cycle. Removing all unnecessary leaves allows airflow through the plants and reduces or eliminates pathogen formation.

SANITATION

Flower Dept will adopt all protocols required under Good Agricultural Practices and Good Handling Practices as part of USDA certification. The Cultivation Manager will maintain certifications in Hazard Analysis and Critical Control Point (HACCP) standard operating procedures. All rooms and greenhouse bays will be maintained daily, which will include deep cleaning once a week. A food safe sanitizing solution registered by the EPA will be used by employees in accordance with the instructions printed on the label in all cultivation areas. Prior to planting the first crop and after each turnover of a greenhouse bay or the propagation room, all floors, walls, benches, and all other surfaces will be pressure cleaned and sanitized using a food-safe sanitation solution.

WATER SOURCE INFORMATION

Flower Department, LLC.

200 John St.

Banning, CA 92220

To Whom It May Concern,

With this letter we inform the city of Banning, CA that the property in question situated at 200 John Street, Banning, CA 92220 is served by the Banning Water Utility.

Flower Department, LLC. attests that as soon as we have a water bill, we will provide a copy to the City of Banning to fulfill the Water Source requisite in the CUP application.

Kindest Regards,

Antonio Simeone

Antonio Simeone

10/10/2024

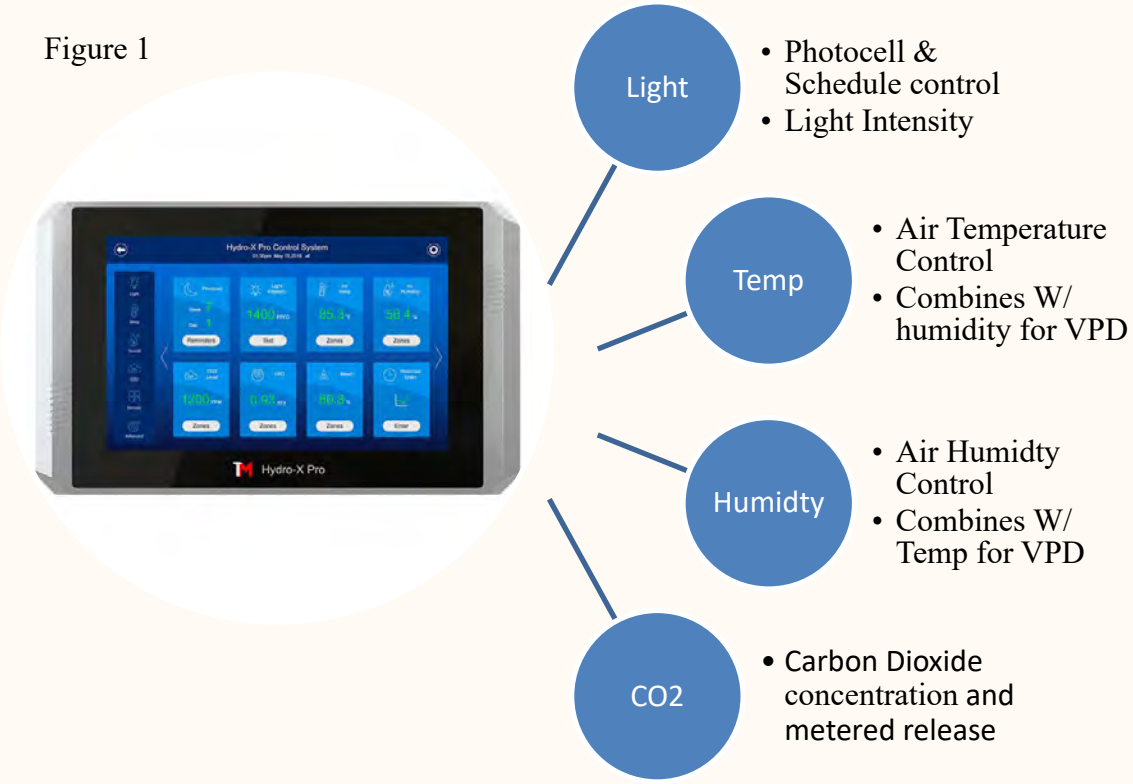
ENERGY EFFICIENCY PLAN

To maintain the highest possible facility energy efficiency, 50% of the facility shall operate in off peak hours to reduce the demand on the grid. In addition, operating half of the facility during the evening hours will reduce the costs associated with cooling the cultivation spaces as the thermal load is lower during the night.

The key approach driving efficiency is the incorporation of automated control of all environmental systems (*see figure 1*). The intelligent control system allows for exact control of lighting by measuring the actual quantity of photons produced by the lighting. The same system integrates the other environmental systems, providing consolidated control over cooling, humidity, and Carbon Dioxide levels. This systematized approach to cultivation control allows for reductions in waste by implementing similar "smart" systems that are being integrated into modern homes.

Proper Cultivation requires the optimal coordination of several growth factors. By incorporating an integrated "smart" system the facility is ensured to keep all growth factors at optimal levels without waste.

Figure 1



LETTER FROM THE BANNING MUNICIPAL ELECTRIC COMPANY

Flower Department, LLC

200 John St.

Banning, CA 92220

To Whom It May Concern,

With this letter we inform the city of Banning, CA regarding the property situated at 200 John Street, Banning, CA 92220.

Flower Department, LLC attests that as soon as we have a letter from the power provider, we will provide a copy to the City of Banning to fulfill this requirement.

Furthermore per Mr. Coffey at the City we were advised that the Electric Department would provide input on the CUP.

From: Ben Coffey <bcoffey@banningca.gov>
Sent: Monday, October 28, 2024 11:04:17 AM
To: Ricardo <ricardo@econservationconstruction.com>
Cc: Beu-Review <Beu-Review@banningca.gov>
Subject: RE: 200 John St.

Ricardo,

When you submit for the Conditional Use Permit to the City, each department will provide their input and conditions for the conditional use. At that time, BEU will be able to provide input on providing service to the proposed project.

If you have an associated CUP number or any other reference number related to the CUP provided by the city, please provide so BEU can review.

Thanks

Benjamin Coffey
Electric Planning Supervisor
Banning Electric Utility
City of Banning
Direct Line: 951-922-3267
Office: 951-922-3260
bcoffey@banningca.gov

Kindest Regards,

Antonio Simeone

Antonio Simeone

10/10/2024

LIST OF ALL OWNERS, EMPLOYEES, INDEPENDENT CONTRACTORS, AND VOLUNTEERS

The Owners of Flower Department are:

- Antonio Simeone
- Kenneth Brymer
- Victor Quezada

Currently Flower Department in not working with any independent contractors or volunteers.

D. NEIGHBORHOOD CONTEXT MAP

600-FOOT OUTLINE
S SAN GORGONIO AVE.
E LIVINGSTON ST.
INTERSTATE 10
BRYANT ST.
RAILROAD
JOHN ST.
GALLEHER WAY.
E LINCOLN ST.
600-FOOT OUTLINE
600-FOOT OUTLINE
PROJECT SITE
GARCIA'S TIRE & TRUCK TRAILER REPAIR
SEVEN STAR FOOD STORE
PERFORMANCE METERS
BANNING CITY YARD
BANNING CITY STREET DIVISION
STATEWIDE TOWING & RECOVERY
BANNING USD, M& O
SOCAL EDISON SUBSTATION
BELOVAC
J & C RECYCLING
600' RADIUS MAP (NEIGHBORHOOD CONTEXT MAP)
3 PETERS CANYON RD STE 110
IRVINE, CA 92606
600' RADIUS MAP
(NEIGHBORHOOD CONTEXT MAP)
200 JOHN ST.
BANNING, CA 92220
A0.1
SHEET

E. SECURITY PLAN

To whom it may concern.

As the CEO of Golden Gate Security, I bring approximately 20 years of experience as a California State-bonded private Officer. I am a fully trained private Officer and industry expert in Executive Protection, Personal Security detail, Visual surveillance systems, access control, with specialized training in Digital Watchdog technology. Over the course of my career, I have provided security services for a range of commercial facilities.

I have assessed the existing and proposed site plans for 200 John St., Banning, to be renovated for use as a cannabis cultivation operation ("Proposed Structure"), as well as advised the applicant on best practices and adequate safety and security operating procedures ("Operating Procedures"). My assessment of the Proposed Structure and the Operating Procedures is tailored to meet best industry practices for securing commercial cannabis businesses, complying with the City Municipal Code and current and proposed State electronic security regulations.

I have set forth a detailed plan for a security surveillance system, including the quality and type of equipment to be used. The surveillance system and equipment shall meet and exceed the City's standard for security. The Manager and Police will have the capability to access all recorded footage, and can remotely gain access via internet for a live-feed. Cameras surveilling the Proposed Structure will be set to cover all areas demonstrated on provided plans in 4K quality, 24 hours a day, with a backup capable of storing footage for at least ninety (90) days, with additional expansion capability as required to accommodate future camera additions as needed. Coverage includes, but is not limited to, ingress and egress points, perimeter security and product security at all hours, and internal security measures for access. Panic button access and beam sensors at ingress and egress points will assure Applicant controls all personnel, visitors, deliveries and/or third party contractors at Proposed Structure. Proposed Structure will be completely secure to ensure Applicant controls all limited access areas, entrance onto site, ingress to buildings, safe access areas, and cannabis product storage areas.

Proposed Structure will have a back-up generator to ensure security during a power outage, and shall ensure all access doors are not solely controlled by an electronic access panel. All ingress and egress points will have the capability to remain locked during a power outage with a backup, manual locking system.

I suggest additional security measures are taken with a recommended on-site security guard for external and internal perimeter security. Golden State Security Services Corp., will provide security coverage to monitor, secure and patrol the site and monitor access, in accordance with the City requirements.

Proposed Structure will be adequately equipped with a burglar alarm system. The Burglar alarm system will be capable of alerting Applicant and local authorities of any breach of security after hours of operation, and includes a two-tone low current siren, and proper signage to warn intruders that Proposed Structure is equipped with a Burglar Alarm system. All ingress and egress points, windows, and any delivery bay areas will be monitored by motion sensors to immediately alert authorities of a breach in security. The alarm system will be monitored 24/7 at a UL listed central monitoring station and supervised for connectivity at a 300" interval.

It is my assessment that Proposed Structure and the applicants written Operating Procedures will meet and exceed the security and alarm system requirements set forth by the City and the State, and will ensure Applicant is adequately prepared with proper protocols to prevent diversion and theft of cannabis product, monies, and limit access to unauthorized individuals.

Sincerely,

Ruben Ramos

Ruben Ramos, CEO
Direct Line (714) 388-9074
WWW.GOLDENSTATESECURITY.COM

INTRODUCTION

SECURITY MISSION

Flower Dept seeks to cultivate cannabis and cannabis products with the highest standards for quality of product, service, and public safety. Every aspect of the operation will have a strong emphasis on security and preventing the theft or diversion of cannabis products with emphasis on compliance with the security requirements described in BMC 17.53. As an organization staffed by honest and compassionate professionals, Flower Dept is committed to its mission of working collaboratively with fellow cannabis business owners and local officials in creating and improving cannabis security programs. Flower Dept will position itself as an industry security leader by working with the cannabis community to further improve security policies and procedures and will serve as a model for cannabis businesses.

Flower Dept will provide law enforcement and neighbors of the cannabis business with the name and phone number of a staff member to notify during and after operating hours to whom they can report problems with the establishment. The facility is located near public buildings, who will benefit from the increased focus on security in the community. Loitering and trespassing are not expected due to the surrounding business types, as well as the inclusion of a fence encircling the facility.

Flower Dept will comply with all provisions of State and local laws, including other City laws governing the regulation of Cannabis Businesses. Flower Dept will attend regular meetings with representatives of the local Police Department (PD), Fire Department (FD), the County Fire Department (CFD), the City Manager, the City Attorney, Building and Safety Department, Planning Department, and the Code Enforcement Division to review public safety issues. Agents or employees of the City ("Inspecting Authorities") and the DCC requesting admission will be given unrestricted access to Flower Dept during all business hours including all records, reports, documents, point of sales ("POS"), products, surveillance footage, and any other requested access.

VIDEO SURVEILLANCE SYSTEM

EQUIPMENT

The professionally monitored video surveillance system will operate 24/7, recording all activity with images capable of revealing facial details. Fixed cameras will provide clear images of individuals and activities in all limited access areas, rooms containing security equipment, facility entrances and exits (recorded from both indoor and outdoor vantage points), rooms with exterior access points, storage rooms containing cannabis, safes, and the facility perimeter. The system will have auxiliary power for at least 24 hours, operate under normal lighting conditions, produce clear, color, digital still photographs, display synchronized date and time without obscuring the picture, and record images for at least 90 days. Recordings will be stored securely and easily accessible,

with the ability to export video recordings and photographs as requested by the DCC, law enforcement, or other government officials.

Per BMC §17.53.10(E)(1), the digital video surveillance system will have a minimum 100' of night vision capability, resolution of 1280 × 720 pixels, record at a minimum of 20 frames per second, and display the date-time group. Additionally, the system will be equipped with a failure notification system that provides notification of any interruption or failure of the system and storage devices.

Security cameras will be installed on the property, maintained in good condition. In compliance with BMC §17.53.10(E)(3) the video surveillance system shall at all times be able to effectively and clearly record images of the area under surveillance and shall capture audio such that all sounds are intelligible. They will provide a clear, unobstructed view of the parking area, all entrances, loading areas, bays, windows, and any other areas as determined by the city. Per BMC §17.53.10(E)(4), cameras will be placed in fixed positions that allow clear recording from 20 feet of all points of entry and exit on the premises.

The entire interior and exterior of the facility will be protected and monitored by 24-hour video surveillance in the Central Security Control Room as per BMC §17.53.10(E)(2). Any irregular surveillance video footage would be investigated by the Cultivation Manager with the appropriate steps then taken to resolve any issues. Security personnel will have direct contact lines to local law enforcement authorities to report any suspicious activities and emergencies. Daily surveillance reports are created and stored by the security personnel, which are then shared with the Head of Security at Flower Dept & the Cultivation Manager for review.

All regular surveillance will be stored on hard disc for a minimum of 90 days. The storage device on which surveillance recordings are saved will be secured in a manner to protect the record from tampering or theft. The surveillance-system storage device and cameras will be remote accessible through transmission control protocol (TCP). The system will be capable of recording video in standard MPEG formats for transfer to another form, such as a DVD or USB.

CAMERA PLACEMENT

Flower Dept will install cameras inside and outside the facility to comprehensively cover all areas, which will be Digital Watchdog 1080p IP Dome Cameras, and there will be a License Plate Reader Camera facing the parking lot of the facility. Outdoor cameras will be rated for outdoor use and weather-resistant and waterproof. The camera types shall be:

(i) 2MP Dome with Infrared; (ii) C1D1 explosion-proof camera, (iii) 5MP 360° with Infrared.

In compliance with BMC §17.53.10(E)(5), Camera coverage includes locations where cannabis goods are weighed, packed, stored, loaded, and unloaded for transportation, as well as any areas where they are prepared or moved within the premises. The system must also cover limited-access

areas, security rooms, and areas where a surveillance-system storage device is kept, ensuring at least one camera records access points to the secured surveillance recording area. Additionally, all entrances and exits to the premises, as well as waste containers, must be under video surveillance.

MAINTENANCE OF VIDEO FUNCTION

Per BMC §17.53.10(E)(9), Flower Dept shall contract with a professional, reputable company to install and maintain a fully operational digital video surveillance and camera recording system.

Inspection, Servicing, and Records Retention

The security alarm and surveillance systems will be inspected and tested annually by qualified vendors, with monthly maintenance inspections to ensure proper operation and timely repairs, alterations, or upgrades. Records of all inspections, servicing, alterations, and upgrades will be retained for at least seven (7) years and made available to the DCC upon request. In the event of a mechanical malfunction expected to exceed eight hours, the DCC will be notified immediately, and alternative security measures may include facility closure.

Flower Dept will maintain a secure electronic back-up system for all electronic records and provide screen captures of video surveillance recordings within 24 hours upon request. If notified of a pending investigation, an unaltered copy of relevant recordings will be retained for seven (7) years or until the investigation is closed. Commercial-grade doors and locks will be installed on all external doors, with keys or key codes held by authorized individuals. During non-working hours, all entrances and exits will be securely locked.

Access and Security Maintenance

Access to rooms containing security alarm and surveillance monitoring equipment will be limited to essential personnel, law enforcement, service employees, and authorized agents of the DCC. A current list of authorized employees and service employees or contractors with access to these areas will be maintained and available upon request. Rooms housing security equipment will be locked at all times and not used for any other purpose. Point of sale systems will be routinely inspected to confirm the absence of malicious software, with each inspection documented and retained for a minimum of seven years.

Per BMC §17.53.10(E)(6), all cameras installed inside and outside the facility shall be continuously recording twenty-four (24) hours a day.

- The digital video surveillance shall have a minimum camera resolution of 1280 x 720 pixels and shall record at a minimum of 15 frames per second.
- Per BMC §17.53.10(E)(7-8), all video recordings shall be maintained securely and confidentially by Flower Dept for no less than ninety (90) calendar days.
- The surveillance system storage device or the cameras shall be transmission control protocol (TCP) capable of being accessed through the internet and remotely.

- Each camera shall be permanently mounted and in a fixed location.
- Each camera shall be placed in a location that allows the camera to record activity occurring within 20 feet of all points of entry and exit and allows for the precise and specific identification of any person and activity in all areas under video surveillance.
- The storage device which holds the surveillance recordings shall be stored securely to protect the recordings from tampering, damage, or theft.
- The recorded images shall clearly and accurately display the time and date, measured under the United States National Institute Standards and Technology standards as per BMC §17.53.10(E)(11).
- The video surveillance system shall be equipped with a failure notification system that provides notification to the Cultivation Manager of any interruption or failure of the video surveillance system or storage device as per BMC §17.53.10(E)(12).
- In compliance with as per BMC §17.53.10(E)(13), all video surveillance equipment shall have sufficient battery backup to support a minimum of four (4) hours of recording in the event of a power outage. An electronic access panel will not solely control access doors on the premises to ensure that locks are not released during a power outage.
- The permitted premises shall have a sign posted in a conspicuous place near each monitored area on the interior and exterior of the premises. They shall not be less than twelve inches (12") wide and twelve inches (12") long, composed of letters not less than one inch (1") in height, stating 1) "All Activities Monitored by Video Camera" or "This Premises is Digitally Recorded," or otherwise advising all persons entering the premises that video surveillance and camera recording system is in operation at the premises and recording all activity, and 2) "Limited Access Area- Authorized Personnel Only."

DIGITAL STORAGE

The video surveillance shall be digitally stored on hard drives located in the Management Office within the building on storage systems specifically designed for digital surveillance systems. Surveillance video recordings shall be maintained for a minimum of ninety (90) days. On an E-Rack Network, Video Recorder capable of 110 Management will keep a map of the camera locations, the direction of camera coverage, and the assigned camera numbers. Management will keep surveillance equipment, maintenance activity logs, and operating instructions for the surveillance equipment. Management will hold a user authorization list of individuals who have access to the surveillance system, including, but not limited to, the secured area for recording and monitoring equipment and physical media and surveillance recording storage devices. All surveillance information will be made available upon request of city officials without a search warrant, court order, or subpoena.

As per BMC §17.53.10(E)(10), surveillance recordings are subject to inspection by the City, and shall be kept in a manner that allows the City to view and obtain copies of the recordings at the

licensed premises upon not less than 24 hours advance notice. Flower Dept shall also send or otherwise provide copies of the recordings to the City upon reasonable notice by the City.

The video surveillance system shall have software to allow immediate playback and indexing to whatever time is requested. Such files shall be easily downloadable into a USB drive or similar electronic media storage for Department inspection.

The video surveillance system shall employ an IP addressable DVR that will allow certain authorized licensees to access video surveillance feeds via a password login.

VIDEO MONITORING

All video surveillance will be monitored by security personnel from the Central Security Control Room. Security personnel will have direct contact lines to local law enforcement authorities to report any suspicious activities or emergencies. All Video Monitoring will always have a direct live feed to the Banning City Police Department.

There will be at least one Panic Button at the front Reception Desk. When evaluating the final built-out cultivation space, we may determine if additional Panic Buttons will be included. All staff will be trained on the proper use of panic buttons and the processes that follow if a panic button is activated. A silent panic alarm shall immediately send a signal to a central monitoring and then upon protocol, to law enforcement.

Daily surveillance reports are created and stored by the security personnel, which are then shared with the Cultivation Manager for review. All reports will be available to the Banning City Police Department upon request.

In addition to constant monitoring during business hours, a video feed failure message will be sent to designated managers and security personnel whenever a failure of the video system occurs. This is similar to the alarm system, which triggers an alert whenever a power failure or signal failure is detected.

ALARM SYSTEM

The facility will be monitored by a burglar and fire alarm monitoring company 24/7, that is experienced and licensed by the Department of Consumer Affairs, BSIS as per as per BMC §17.53.10(F)(1). Sensors will be installed at all entry points, and motion detectors will be installed to cover all areas of the facility. The licensed alarm monitoring company will monitor and perform monthly service on the system. The system will be put into test mode and tested at least once a month for any failures. An alert will automatically be sent to designated company personnel by the alarm company when communications or power is lost. On-site, an audible signal shall be emitted in the event of power loss and communications breakdown with central monitoring. Real-time monitoring is part of the alarm company contract.

MONITORING AND TRACKING INVENTORY

INVENTORY CONTROL

Receiving And Tracking Cannabis Inventory

Flower Dept will maintain an active account with the METRC system to track and trace all cannabis sales and will document the location, amounts, and descriptions of all cannabis inventory and sales historical transactional data. Flower Dept will arrange all cannabis purchases using the track and trace system for inventory management and compliance and will perform Flower Dept-wide product inventory reconciliations at least once every 30 days. Two employees will independently perform inventory reconciliations, and problems will be reported to the Security Manager. Results will be stored and provided to the City or the DCC upon request. If a significant inventory discrepancy is discovered, Flower Dept will notify the DCC and local law enforcement within 24 hours.

Cannabis Secure Storage Policies

The Vault has been designated to store all usable, quarantined, and pending-disposal cannabis in the facility after business hours. Flower Dept will not store cannabis or cannabis products outdoors; all operations will be performed within an enclosed building. No cannabis will be visible from the exterior of the premises. Safes and vaults will comply with UL burglary-resistant and fire-resistant standards. Drywall in the walls and ceiling of the Vault will be reinforced with maximum-security ASM .75-9F fire-resistant mesh. All cannabis waste will be tracked in the inventory control system. Flower Dept will ensure that all cannabis waste is rendered unrecognizable and unusable.

NOTIFICATION PROTOCOLS

Flower Dept notifies the local licensing authority and the appropriate law enforcement authorities within twenty-four hours:

- After discovering if there are any significant discrepancies identified during inventory.
- Of any diversion, theft, loss, or any criminal activity involving the facility or any employee or agent of the cultivator.
- Lastly, but not limited to the loss or unauthorized alteration of records related to cannabis, employees or agents.
- or any other breach of security.

If a significant discrepancy is discovered (meaning a difference in actual inventory compared to inventory records of at least 3% of the average monthly sales), Flower Dept shall notify the Department and law enforcement consistent with applicable regulations. The Cultivation Manager shall be responsible for making any necessary changes to inventory procedures and direct the

retraining of personnel immediately upon discovering a problem in the inventory procedures. Any subsequent changes to inventory procedures shall be documented and logged.

PERSONNEL SECURITY

The perimeter of the premises will be designed and maintained to safeguard staff and visitors and to secure the facility from theft and diversion of cannabis goods. Flower Dept will have a responsible person on the premises to act as manager and supervise the employees at all times during hours of operation. At least two employees will be on-site during regular business hours to ensure accountability and safety. All areas of the premises will be maintained free of trash, litter, and debris and kept clean, orderly, and attractive, and all facility floors, walls, and ceilings will always be in good repair. All graffiti on the premises will be removed within 48 hours.

COMMERCIAL GRADE LOCKS

Flower Dept will proactively limit concealment outside the premises. No door or access point within the premises will be blocked or obstructed by interior or exterior security gates, grilles, or shutters during hours of operation. Exterior windows will be burglar-resistant and secured with glass break sensors. Shutters may be installed in the interior and will not be vulnerable to tampering outside the building. Steel bollards or similar physical barriers will be installed to prevent vehicles from driving through doors. Flower Dept will install commercial-grade, non-residential metal doors, hinges, and Grade 1 ANSI-rated door locks on all exterior doors unused for public entry and every door leading to a limited-access area. These 16-gauge steel security doors will be on a metal frame with hinges on the door's interior to prevent forced entry. Exterior locks will be shielded with metal plates to prevent manipulation from the outside. All exit doors will be manually operable during power outages.

Additionally, exterior doors shall be adequately equipped with panic hardware as required by all applicable state codes. Entrances into our facility shall always be locked with entry strictly controlled. A “buzz-in” electronic/mechanical entry system shall be utilized to limit access to the facility.

All internal doors will be sealed and heavy-duty interior doors. All doors will remain locked from the outside to prevent unauthorized ingress. Ingress shall be allowed by means of a remote release operated from within the location.

In all cases, doors shall remain openable from the inside to allow egress without the use of a key or special knowledge. If installed, access-controlled egress doors shall comply with Section 1008.1.3.4 of the California Building Code. Windows and roof hatches will be secured from the inside with bars to prevent unauthorized entry and shall be equipped with latches that may be released quickly from the inside to allow exit in the event of an emergency in compliance with all applicable building codes.

All points of entry are secured with bars, retractable, folding, or sliding metal gates, or metal rollup or accordion doors, none of which will be visible from the exterior.

SIGNAGE REQUIREMENT

As stated above, the premises shall have signs posted in a conspicuous place near each monitored area on the interior and exterior of the premises. They shall not be less than twelve inches (12") wide, and twelve inches (12") long, composed of letters not less than one inch (1") in height, stating "All Activities Monitored by Video Camera" or "This Premises is Being Digitally Recorded," or otherwise advising all persons entering the premises that a video surveillance and camera recording system is in operation at the premises and recording all activity.

Flower Dept will designate certain areas of the facility as limited access areas with visible signage posted. Restricted access areas shall be clearly identified by the posting of a sign which shall be not less than twelve inches wide and twelve inches long, composed of letters not less than one-half inch in height, which shall state, "Limited Access Area—Authorized Personnel Only."

LIGHTING

In compliance with BMC §17.53.10(H), Flower Dept's ingress and egress points, Flower Dept will comply with the city's lighting standards regarding fixture type, wattage, illumination levels, and shielding, regarding "Light Pollution."

Flower Dept will use motion-activated lighting to increase camera clarity and to ensure proper surveillance during hours of darkness. The lighting system will be directed downward with an average horizontal illumination of at least one foot-candle of light illuminated at night to a minimum of 500 lux. Lighting will cover all entrances and exits, possible intrusion points, sidewalks and adjoining sidewalks, facades, parking lots, immediate surrounding areas, and exterior walls. The lighting system will have a dependable auxiliary power source independent of the power system.

The facility will be lit by exterior lighting between the hours of dusk and dawn, 365 days a year. There may be occasions (e.g., inclement weather) when the lights are required to be used during the day, which will be at the judgment of the Cultivation Manager.

We will be using LED 4000K Flood Lights supplied by GE. These lights offer 11 years of light life (50,000 hours) and are widely used to illuminate similar buildings in the industry. The LED lighting solution selected considers security and safety requirements, design, energy efficiency (reduced carbon footprint), and uniform distribution of light (to aid security cameras and minimize 'dark areas' which become potential security breaches).

The lights have a die-cast aluminum housing and a slim architectural design that incorporates an integral heat sink and light engine, ensuring maximum heat transfer, long LED life, and a reduced Effective Projected Area (EPA). Lights meet 2g Vibration level per ANSI (C136.31 – 2010). The

lights are rated at -40 degrees to 50 degrees Celsius and are fully compliant with all industry standards. The lights will be mounted on the building's exterior and wired with a cable to the building's power.

FACILITY ACCESS PROTOCOLS AND STAFF IDENTIFICATION MEASURES

ACCESS CONTROL AND INTERIOR ENTRY KEYCARDS

Flower Dept will implement appropriate security and safety measures to deter and prevent the unauthorized entrance into areas containing cannabis and the theft of cannabis. Flower Dept will implement employee, visitor, and facility security policies by installing an access control system regulated by proximity-access keycards, such that entry into each room will be logged and authenticated for each employee. Incorrect credentials will be logged as well, and access will be scheduled to shift hours only. Stolen or lost keycards or other access credentials will be terminated by the Security Manager or other authorized administrators.

Flower Dept will limit entry into areas where cannabis is held to authorized personnel. All areas within the licensed premises where cannabis is cultivated, stored, or worked with will be considered an age restricted limited access area. Flower Dept will not permit an individual less than 21 years of age to enter, or be within, a limited access area. Highly restricted rooms will use two-factor authentication, such that each employee will be given an access proximity security card that will grant access to specific areas the employee is authorized to enter when used with a security PIN code specific to the employee.

EMPLOYEE BADGES

All employees shall wear and display a laminated or plastic-coated identification badge issued by Flower Dept, always while at the facility, and during transportation or delivery of cannabis goods. The identification badge shall, at a minimum, include Flower Dept's name (and "doing business as" name), city license number, state license number, employee's first name, unique employee number, and a color photograph that clearly shows the full front of the employee's face that is at least one inch (1") in width and one and a half inches (1.5") in height.

The Head of Security shall be designated to manage the badge system. Only the Head of Security (HOS) may make changes and issue employee badges according to changing responsibilities and/or leaves employment. HOS shall make changes to the approved roster of authorized personnel in accordance with those changes.

PERIMETER ENTRY AND ACCESS

Flower Dept will keep access from outside the premises to a minimum and ensure that access is well controlled. During non-working hours, entrances to and exits from the site will be securely locked. This will ensure the premises and all access doors remain secure in the event of an

interrupted power supply. All exterior doors and windows will be alarmed and secured against entrance or breakage. Keys and key codes for all doors will remain in the possession of the designated authorized individual.

All entrances will have controlled access via proximity and PIN code lock technology. Exterior doors will be protected by 16-gauge steel security doors that are rated for 60-minutes forced entry resistance. Locks will be shielded and hinges will be placed inside the facility.

VISITOR MANAGEMENT

A person that is not a holder of a valid employee identification card of the Flower Dept is prohibited from accessing the premises unless they receive authorization and obtain a visitor identification badge from the premises. All visitors will be required to sign a visitor log upon entering and leaving the premises. Flower Dept's visitor/vendor log will contain the following information: Badge Number, first and last name, company or agency, purpose of visit, areas of the site visited, escort name, time of arrival and of departure, and signature. Visitors will wear disposable pocket-less coveralls with shoe covers to limit contamination. Visitors will be escorted by a guard or employee at all times.

The visitor log will be available for inspection at all times. The visitor log will be maintained for five (5) years and made available to the DCC, law enforcement, and other state or local government All restrooms at Flower Dept will remain locked and under management's control. Employees will use key cards for access and will escort any visitors in restricted areas.

LIMITED ACCESS AREAS POLICIES

Flower Dept will designate certain areas of the facility as limited access areas and will have in place the following policies:

- Flower Dept will only permit authorized individuals to enter the facility's restricted access areas.
- Authorized individuals include employees as well as any outside vendors, contractors, or other individuals who have a bona fide business reason for entering the limited access area and are always accompanied by an employee.
- No unauthorized individual shall be allowed access to or enter the facility's limited access areas.
- An authorized visitor shall always be escorted by a company employee(s) the individual is in a limited access area.
- All individual that enter the limited access areas shall be at least 21 years of age.
- Flower Dept shall maintain a log of all authorized visitors that enter the facility limited-access area (and the employee that accompanied the visitor). These logs shall be made available to the Department upon request.

- Flower Dept shall not receive consideration or compensation for permitting an individual to enter the facility's limited-access area.

BACKGROUND CHECKS & LIVE SCANS

Every person listed as an owner, manager, or supervisor of the commercial cannabis business must submit fingerprints and other information deemed necessary by the Chief of Police or his/her designee(s) for a background check by the City of Banning Police Department pursuant to California Penal Code Sections 11105(b)(11) and 13300(b)(11), which authorizes city authorities to access state and local summary criminal history information for employment, licensing, or certification purposes; and authorizes access to federal-level criminal history information by transmitting fingerprint images and related information to the Department of Justice to be sent to the Federal Department of Investigation.

According to California Penal Sections 11105(b)(11) and Page 32 13300(b)(11), which requires that there be a requirement or exclusion from employment, licensing or certification based on specific criminal conduct on the part of the subject of the record, no person shall be issued a permit to operate a commercial cannabis business unless they have first cleared the background check, as determined by the Chief of Police or their designee(s).

A fee for the cost of the background investigation, which shall be the actual cost to the City of Banning to conduct the background investigation as it deems necessary and appropriate, shall be paid at the time the application for a commercial cannabis business permit is submitted.

A log of all background check documents shall be held by both the Head of Security and the Cultivation Manager at Flower Dept

EMERGENCY CONTACTS

A list of emergency contacts will be listed at the facility to include local Police and Fire Departments, Utility Providers, Health Care and Hospitals, and the Cultivation Manager.

STORAGE

STORAGE OF CANNABIS AND CANNABIS ITEMS

Flower Dept's storage policies are designed to ensure that storage areas of all cannabis are kept in a secured manner during business and non-business hours. Flower Dept will establish a standard operating procedure for the quarantine of any cannabis seed, cutting, clone, immature cannabis plant, batch of cannabis, or manufacturing material. Flower Dept will also provide segregated storage rooms for all items such as the ones listed below:

- Newly received manufacturing materials or components and newly received cannabis seeds, cuttings, clones, immature cannabis plants, or usable cannabis.
- Batches of usable cannabis awaiting release for distribution pending written reports confirming they meet specifications.
- Any usable cannabis suspected but not yet confirmed to be contaminated, including usable cannabis returned as part of a complaint or recall process.
- Usable cannabis, components, or materials that have been confirmed to be contaminated, including, but not limited to usable cannabis that fails testing or is returned as part of a recall, and will be stored with cannabis waste in a waste area until destroyed and rendered unusable.

Safe Storage

Following cultivation, all cannabis will be stored in a secured and locked safe room, safe, or vault, and in a manner to prevent diversion, theft, and loss. Flower Dept intends that all cannabis products outside the Vault, including quarantine and pending disposable cannabis, will be secured and stored in a UL TL-rated (TL-30) safe with an Underwriters Laboratory 5-minute time delay Group 1 outside lock.

All of the storage safes for cannabis will use UL Group 1 outside combination and PIN code locks to secure the safe door. A Group 1 combination lock is resistant to skilled manipulation attacks for up to 20 hours. All safe locks will also be installed with a 5-minute time delay before unlocking the safe to increase the length of time needed to open the safe.

Climate Control

UL-rated HVAC vents will be installed in the Vault to ensure that cannabis does not degrade. All cannabis and cannabis products that require refrigeration will be kept in a refrigerator unit that is secured to the ground. The door of the refrigeration unit will be secured and protected from being compromised by a pry device. The temperature will be set to maintain the highest integrity of the cannabis at all times.

CYBERSECURITY

Flower Dept will take all necessary steps to protect the information of its visitors, vendors, employees, owners, board members, and other individuals who have shared sensitive information. Flower Dept will limit the use of passwords to registered, authorized employees. Access to the security equipment and computer will be password protected. Management will be required to safeguard this password by keeping it confidential and not writing it down in an area that could be accessed by others. Files for inventory and finances will be backed up to a secure cloud server.

Internet use on any device will be restricted to business related tasks and will not be used for personal use. The video surveillance system will use a hidden network separate from other systems

requiring IP bandwidth. Flower Dept will also use anti-virus, anti-malware, online security software to scan for potential cyber threats to ensure premium cybersecurity.

PERIMETER SECURITY

EXTERIOR OF BUILDING

To provide for the safety of the public, employees, and product inside the facility, Flower Dept understands that this requires the exterior building to be safe and secure. Employees must feel safe when accessing and exiting the building, community members must feel safe when driving and walking by the facility.

MOTION DETECTION

We will install Motion Detection sensors around the building and on the roof of the building, which shall activate an alarm if triggered. These will be appropriately installed by a State-Licensed Security firm and tested every 3-months.

LOITERING

Our company shall prohibit loitering by persons outside the facility both on the premises and within fifty feet of the premises. Security guards patrolling the exterior of the premises periodically will ensure that people do not congregate around the building entrance, or in the vicinity. Security will also ensure that parking lots do not become areas of the unnecessary congregation and that no cannabis is consumed in the parking lots, or anywhere around the exterior of the premises, including nearby neighboring structures.

VISIBILITY OF PUBLIC ENTRYWAY

Flower Dept will ensure its premise public access entryway is safe, easily accessible, handicap accessible, and does not cause excessive levels of attention or attraction.

LOADING & UNLOADING

The facility will utilize the main front entrance for loading and unloading of product deliveries and distributor pickups. The area will be secured at the time loading/unloading occurs by security guard supervision.

EMPLOYEE THEFT REDUCTION MEASURES

The third-party security company contracted by Flower Dept has created policies and standard operating procedures on behalf of Flower Dept that all employees shall review, acknowledge, and enforce. The operating procedures include guidelines regarding the following: (1) Employee Theft and Fraud Policy; (2) Security Awareness; (3) Internal Larceny; (4) Outside Authorities Access;

(5) Secured Areas Access Control; (6) Delivery Monitoring; (7) Video Surveillance; (8) Cash Handling Procedures; (9) Securing Product Deliveries; and (10) Securing Armored Cash Pickup.

Flower Dept's Cash Handling, Inventory Audit, and Product Access restriction policies and procedures will significantly reduce the opportunities in which employees will have access to restricted products.

Flower Dept utilizes the approved METRC system to tag and track all plants at the facility. Flower Dept's use of this system will provide accurate inventory accounting, making it less likely employees will engage in theft.

While cannabis security and inventory shall be every employee's responsibility, Flower Dept shall designate one Inventory Manager specifically tasked with overseeing weekly, monthly, and annual.

Physical inventory checks will be conducted at least every two weeks and will be properly documented. A full inventory will be taken annually, overseen by the Product Inventory Manager, and tracked by inventory software.

ONSITE SECURITY GUARDS

SECURITY GUARDS

Flower Dept will contract licensed security guards to guard the premises during all hours of operation. Security guards will maintain an overt, professional appearance, establishing a peaceful, safe, and reassuring presence. This presence will discourage loitering, suspicious activity, criminal behavior, theft, and diversion of cannabis products.

Security guards will be of the highest caliber in their selection and training in both conflict resolution and safety — acting as a deterrent yet able to render aid and protect when necessary. During business hours, security guards will be responsible for:

- Monitoring activity within the premises
- Monitoring the perimeter for suspicious persons or activity
- Remotely opening the gates when needed
- Ensuring the security systems operation
- Conducting alternating internal and external patrols at least every two hours
- Confirming individuals are authorized to access areas they are in
- Requesting identification from unfamiliar individuals
- Confirming procedures are being followed
- Checking for damage to infrastructure
- Reporting any intruders or emergencies immediately
- Keeping security logs including name, date and time, and all areas patrolled/monitored.

Flower Dept currently plans to contract with a local licensed security agency with knowledge of the cannabis industry.

A Security Manager will be designated to provide leadership and training to employees, to ensure a secure environment, and to prevent product diversion, theft, and loss. The Security Manager will always have a direct line to guard company management in the event of an incident or missing shift. The Security Manager will lead efforts to implement security measures that protect the premises, consumers, and cannabis business personnel.

Flower Dept will hire or contract for at least one Security Guard during operating hours. Guards will be at least 21 years old, licensed by the Department of Security and Investigative Services (BSIS), and will not possess firearms or tasers. Guard shifts are eight hours but may be extended in case of emergency or need.

NUMBER OF GUARDS

Flower Dept anticipates between 1-4 security guards on site 24 hours a day, 7 days a week with at least 1 security guard with a patrol car if available.

GUARD SHIFTS

Guards will work on two, eight-hour shifts, morning shift from 6am-3pm, and evening shift from 2pm-11pm (including 1-hour break). One guard will remain at the facility during all non-operational hours.

RESPONSIBILITIES

Security Guards will be responsible for overall site and perimeter security.

All security guards employed at Flower Dept will be licensed by the Department of Security and Investigative Services (BSIS) with a valid Department of Consumer Affairs Security Guard License ('Security Guard Card'). Flower Dept Security Guards will also undergo additional training by BSIS certified trainers and other specialist providers. Such training shall include, but not be limited to: threat assessment, risk mitigation, visitor management, systems, hardware and critical incident management.

All security guards must be at least 21 years of age, have undergone a criminal history background check through the California Department of Justice (DOJ) and the Federal Department of Investigation (FBI), and complete the Power to Arrest Training, which includes:

- Thirty-two hours of training in security officer skills; and
- Eight hours of continual training which must be completed annually

Guards provide onsite and neighborhood security within a two-block radius of the business during hours of operation. Security guards will maintain an overt, professional appearance and establish a peaceful, safe, and reassuring presence. This presence will discourage loitering, suspicious activity, criminal behavior, theft, and cannabis diversion. Security guards will also assist management with the execution of emergency procedures during events such as severe weather, evacuations, medical emergencies, robberies, active shooter situations, and power outages. Flower Dept's guards will prevent nuisance from occurring on the premises. Additionally, security guards will: ensure that no person consumes cannabis or cannabis products on the premises, stores or possesses alcohol, or the sale, dispensing, or consumption of alcoholic beverages or tobacco products on the premises; prevent individuals from delaying or lingering on the premises without a lawful purpose; and ensure that nonauthorized individuals enter the premises. Flower Dept will immediately notify the PD of any suspected illegal activity or threat of criminal activity.

EMPLOYEE TRAINING AND POLICIES

Flower Dept will create a staff training program tailored to its SOPs and risk assessments. Flower Dept's management and Security Manager will assist with required trainings, including:

- Product Handling – Flower Dept will train employees about the various strains, including potency, absorption time, and responsible and safe use.
- Burglary Protocols – Employees will be trained to act based on the alarm location, establishment design, and potential threat of violence and to send police to the scene.
- Robbery Protocols – Employees will take online training outlining steps to get the robber(s) out of the store as quickly as possible.
- Active Shooter – Flower Dept will employ tactics focused on protecting the safety of personnel and visitors onsite. Employees will be trained in the "Run–Hide-Fight protocol.
- Preventing Inebriation – Employees will be trained to recognize and respond to the signs of intoxication from alcohol, drugs, or cannabis.
- Diversion Prevention – Employees will be trained to identify and report signs of theft and diversion, including employees: alone in unauthorized areas; using equipment not required for their role; and spending more than their salary would accommodate.

CASH HANDLING

Cash management at the cultivation site is handled with strict protocols to ensure security and compliance. Since cultivators typically do not handle large amounts of cash regularly and only acquire cash after the harvest, the presence of cash on-site is minimal and infrequent. When cash is on-site following a harvest, it is immediately secured in a designated vault that meets industry standards for safety and security. The vault is monitored 24/7 through a comprehensive surveillance system, and access is restricted to authorized personnel only.

Cash is promptly transported off-site by a licensed and insured cash transport service to a secure financial institution. During the transfer, rigorous security measures are employed, including armed escorts and the use of armored vehicles. Detailed records of all cash transactions are maintained, including amounts received, dates, and transportation details. These records are audited regularly to ensure accuracy and compliance with both internal policies and external regulations. The cultivation site's cash management procedures are designed to minimize risk and maintain the highest standards of financial integrity.

SECURITY AND SAFETY TRAINING

The Security Manager will train employees to prepare for, protect against, and handle any crises that impacts the security or operation of the premises in the event of fire, flood, or other natural disaster, or other situations of local, state, or national emergency. To optimize safety and reduce diversion, employees will be trained on specific procedural instructions for responding to each emergency, including the following scenarios.

Armed Robbery Response

Flower Dept feels that educating employees on best practices during an armed robbery may minimize the risk of injury during a robbery. Employees will acquire the knowledge, procedures, and confidence to respond to a robbery safely and effectively via six steps learned in an online robbery-awareness training course.

Workplace Violence

If another employee, visitor, vendor, or a guest becomes aggressive or violent, a manager must be notified immediately. Management will be trained by a security consultant on how to deal with workplace violence, emphasizing de-escalation.

Emergency Evacuation Protocol

In case of fire, bomb threat, or other hazardous emergency, an evacuation protocol will be used to move employees from the facilities to an external rallying point. Employees will be briefed on pre-determined evacuation routes and periodically rehearse.

Severe Weather Shelter Protocol

Upon the initiation of shelter protocol, all employees will cease all work activity and assist visitors to pre-determined hardened shelter and await further instructions. Employees will remain at the pre-determined rallying site until all employees have been accounted for.

Power Outage

If there is an unexpected loss of power, designated employees with flashlights will direct all employees and visitors to a designated area until power resumes. A battery backup will be available from each security system until the generator can start.

Active Threat Protocols

If an active threat is witnessed or reported within reasonable proximity of the facility, a lockout protocol will be initiated to safeguard everyone within the facility. All exterior doors, gates, and windows will be locked and secured. No one will be allowed into or out of the facility until the situation that caused the lockout is resolved.

Civil Unrest Response Procedures

If looting or civil unrest appear to be a possibility in proximity to the premises, Flower Dept will implement civil unrest preparations to divert attention and limit damage. If civil unrest occurs during business hours, Flower Dept will follow severe weather protocol and monitor the news for updates or instructions from authorities.

Chemical Spill

Flower Dept will establish a chemical spill response plan and employees will be trained to deal with both minor and major chemical spill incidents. This chemical spill plan will include information about all chemicals stored on-site, evacuation plans, emergency and management contact information and instructions about proper containment, cleanup, and disposal of spilled materials and equipment.

Security and emergency response training is only part of the comprehensive training required for all employees. In developing our official safety and security policies, we consult with local law enforcement. We also work with local police to create practical ongoing employee training seminars and practices. Especially in developing our policies and training procedures on crime prevention and security threat response, we seek the involvement of local law enforcement. All emergency procedures will be rehearsed in periodic drills.

EMERGENCY CONTACT

Flower Dept provides the city with the name, telephone number (both landline and mobile, if available) of an onsite employee or owner to whom emergency notice can be provided at any hour of the day.

EMPLOYEE SAFETY & HYGIENE

Flower Dept adheres to policies and procedures to help prevent contamination of any cannabis product. This includes but is not limited to hand washing, employee training, use of

facemasks/gloves, prohibiting employees who are showing signs of illness, open wounds, sores, or skin infections from handling cannabis, etc.

DAILY PROCEDURES

Flower Dept has daily procedures to ensure clean and efficient operations. A monthly calendar will be maintained that tracks all activities related to maintaining a safe and clean facility.

WORKPLACE SAFETY AND ACCIDENT PREVENTION

A Workplace Accident and Injury Reduction Program will be put in place to ensure the appropriate controls are in place to maintain internal safety. A DR will be assigned with the responsibility for the overall implementation and execution of the program. All DRs will be charged with keeping safe working conditions through the policy described below.

CHIEF OPERATING OFFICER RESPONSIBILITIES

The Chief Operating Officer Antonio Simeone is responsible for ensuring the complete and thorough implementation of all internal safety procedures related to employees, assisted by the Designated Representative (DR) communicated with the State. Below is a summary of their responsibilities.

- Complete Start-Up Checklist – Create a start-up checklist of safety hazards to monitor and determine the correct method for compliance. Perform all the tasks identified on the start-up checklist.
- Track Corrective Actions to Completion - The need for action to correct workplace safety or health deficiencies may be identified and reported through workplace inspections, suggestions by management or employees, and accident investigations. Ensure that the person responsible for completing each corrective action is clearly documented. Report to the Cultivation Manager any required corrective actions that are not completed in a timely manner.
- Injury Reporting and Recording – All injuries and fatalities will be reported in accordance with State Law.
- Notify Accident Investigator - Notify the appropriate accident investigator of all accidents, injuries, illnesses, and near-miss incidents—file documentation of completed investigations in the [Accident Investigations] folder.
- Team Lead and Manager Safety Training - Ensure that all team leads and managers are aware of their responsibilities under this Workplace Accident and Injury Reduction Program. Ensure that all team leads and managers are aware of the hazards to which their employees may be exposed and the controls necessary for their employees to work safely.
- New Employee Safety Training - Provide employees with a copy of the Code of Safe Practices and perform all the training required. Perform additional training if employees

are given new job assignments with additional hazards, when new substances, processes, procedures, or equipment are introduced into the work area, and when new workplace hazards are recognized. Have the employee date and sign a copy of the safety training certification (at the bottom of the training requirements form). File the completed form in the [Safety Training] folder.

- Start-Up Safety Training - Ensure that all employees receive initial safety training when this Workplace Accident and Injury Reduction Program are first established.
- Hazard, Control, and Personal Protective Equipment Changes - Update this Workplace Accident and Injury Reduction Program to reflect any changes in the hazards to which employees are exposed, the engineering controls used to protect them from those hazards, or personal protective equipment they use.
- Perform Annual Review - Review the effectiveness of this program every year by completing the Program Review Checklist. Report the results of the review to the head DR, and place the completed checklist in the [Program Reviews] file.
- Disseminate Internal Safety Inspections - Ensure that all safety inspections which are not performed by the safety committee are provided to the safety committee for review.
- Disseminate External Safety Inspections - Ensure that the results of third-party safety inspections (e.g., government, the insurance company, etc.) are provided to the safety committee for review.
- Disseminate Accident Investigations - Provide the safety committee with the results of any accident/near miss investigations, which were not performed by the committee itself for review.
- Maintain Workplace Accident and Injury Reduction Program Files - Ensure that all documentation generated by this program is appropriately filed.
- File Safety Inspections - Review all safety inspection checklists to verify that all hazards identified during the inspection have been corrected. Provide copies of the inspection checklists to the Safety Committee for discussion at the next meeting. File completed safety inspection checklists in the Safety Inspections folder.

ALL MANAGERS AND TEAM LEADS

Flower Dept recognizes that safety falls on the community. Therefore, in addition to the DR, all managers and team leads will be required to adhere to the following general practices to ensure that the workplace remains safe, and the appropriate monitoring and disciplinary mechanisms are in place.

- Set A Good Example - Set a good example by complying with all health and safety requirements established for employees. Act promptly to correct any health and safety issue that is identified.
- Follow-up on Unsafe Condition Reports - Follow-up on all unsafe conditions or near-miss incidents reported by employees. Report problems that are corrected immediately to the

DR verbally. Issues that cannot be corrected immediately must be documented in writing and forwarded to the Workplace Accident, and Injury Reduction DR. Inform the Workplace Accident and Injury Reduction DR in writing when appropriate corrective actions are implemented.

- Enforce Code of Safe Practices - Discipline employees who do not comply with the Code of Safe Practices or behave unsafely in accordance with company discipline policy. At a minimum, discipline must include:
    - Verbal warning and retraining for a first offense
    - Written warning for a second offense (place copy in employee's personnel file)
    - Suspension without pay or termination for subsequent offenses
- Do not sanction employees who refuse to work in dangerous conditions until the hazards are corrected. Do not sanction or retaliate against employees who report workplace hazards in any way; they are required to do so by this program.
- Imminent Hazards - In the event of an imminent hazard, which cannot be corrected immediately, stop work, and remove all exposed personnel from the area. Ensure that all employees assigned to correct the risk are provided all necessary safeguards. Report imminent hazard events to the Workplace Accident and Injury Reduction DR.
- Process Changes - Notify the Workplace Accident and Injury Reduction DR of all changes to the work environment, which affect the hazards to which employees are exposed or the methods used to protect employees from those hazards. This Workplace Accident and Injury Reduction Program may need to be updated to accommodate the process changes.

CODE OF SAFE WORK PRACTICES

Below is the Code of Safe Work Practices that will be provided to all employees.

- Follow All Safety Rules - All employees must work safely and follow all safety rules.
- Workplace Accident and Injury Reduction Program Available - Flower Dept will have a written Workplace Accident and Injury Reduction Program that describes in detail the policies and procedures which are used to provide a safe workplace.
- Report Unsafe Conditions or Actions - All employees must immediately report unsafe conditions or near misses to any manager or supervisor, the Workplace Accident, and Injury Reduction DR, or any safety committee member. A near miss is an incident where someone could have been hurt but wasn't this time. It is essential to correct unsafe conditions or procedures before someone is hurt.
- Report all Injuries - Employees must report all injuries (no matter how minor) to their supervisor so that arrangements can be made for medical or first aid treatment. This includes illness or aches and pains that the employee thinks may be work-related, and that doesn't go away normally. Do not disturb or clean up the scene of a serious accident (except to aid injured people or make the area safe) until an accident investigation has been completed.

- Do NOT Work When Impaired - Employees shall not work when impaired by fatigue, illness, medication, or intoxicating substances such as alcohol. The use of illegal drugs is strictly prohibited.
- Housekeeping - Keep your work area tidy and free from unnecessary clutter and trip hazards. Clean up spills as soon as possible.
- No Horseplay - Horseplay is forbidden.
- Threats and Violence are Prohibited - Violence, threats of violence, and physical intimidation are prohibited. Employees who feel that a company employee, visitor, or client is potentially violent must immediately report their concerns to any manager or supervisor, the Workplace Accident, and Injury Reduction DR, or any safety committee member. Employees who experience violence on the job or are threatened or experience physical or verbal intimidation must report this to their supervisor immediately.
- Fire Extinguishers - Do not use a fire extinguisher unless you have been trained to do so. Do not use a fire extinguisher to fight a fire unless you are very confident the extinguisher will safely put the fire out. Instead, report fires to your supervisor, and evacuate the building and summon the fire department if necessary.
- Eyesight is Precious - Always wear your eye protection when required. There are many types of eye protection available, tell your supervisor if your eye protection distorts your vision or gives you headaches.
- Computer Ergonomics - Employees should take the time to set up their computers comfortably. The keyboard and monitor should be directly in front of them so that they can work without twisting. The keyboard should be just below elbow height when sitting with their shoulders and arms relaxed at their sides. The top of the monitor screen should not be above eye level. If necessary, employees should raise their seats and use a footrest if their feet don’t rest flat on the ground. Employees should request a split keyboard or alternative mouse if their existing equipment generates wrist or arm discomfort.
- Minimize monitor glare - Employees should arrange their workspace so that there is not excessive glare on their monitor screen from lights or windows.
- Follow Security Procedures - Employees must strictly follow all security procedures. Report any security lapses to your supervisor immediately.
- In the Event of a Robbery - Remain calm and cooperate with the robbers. Do not respond or threaten.
- Inspect Power Cords - Never use electrical equipment unless the power cord and grounding plug (if present) are in good condition. Never use equipment that shocks you, even the small shock from a minor short will get worse in time. Report all problems with electrical equipment to your supervisor.
- Additional Information - Your supervisor will provide further information regarding emergency evacuation procedures and any other hazards or working procedures specific to your work area.

EMERGENCY MANAGEMENT

Emergency situations and disasters can range from fires, robbery, injury, and severe weather, to security breaches and vandalism. Flower Dept will have an emergency response team that will manage all aspects of the given emergency. Initial emergency protocols are should always be followed first (security system activated, 911 called, etc.). Once an emergency is identified, the team will be responsible for communication to leadership, employees, and the community. The responsibilities for emergency communications are outlined below:

- Launch immediately after an emergency is identified.
- Provide a brief to senior management on the situation.
- Identify and brief Flower Dept spokesperson of the situation.
- Employee contacts will be stored in a single location, and we will utilize a phone tree to cascade down relevant information to employees.
- Communicate situation information and procedural instructions to employees and other stakeholders.
- Communicate with employee families and the local community.
- Continually adapt to changing events associated with the emergency.

Emergency Exit Protocol

In the event of an emergency, the building may require evacuation. Situations requiring evacuation could be, but are not limited to the following:

- Natural gas leak
- Flammable liquid spill/and or release
- Power line failure
- Active Shooter/Hostage situation
- Hazardous chemical spill/and or release
- Flooding
- Fire alarm

Building Evacuation

All building evacuations will occur when an alarm sounds and upon notification by Flower Dept, Police Officer, or Fire Department personnel.

- When the building evacuation alarm is activated during an emergency, leave by the nearest marked exit and alert others to do the same.
- Elevators should never be used during an emergency evacuation situation.
- Assist persons with disabilities in exiting the building. Two or three individuals may carry persons with disabilities from the building if the persons with disabilities cannot negotiate the stairs.

- If persons with disabilities cannot be transported from the building without using an elevator – assist persons with disabilities to a safe area, notify emergency personnel immediately.
- Once outside, proceed to the designated gathering point. This should be a clear area that is at least 500 feet or further, depending on the type of incident, away from the affected building. Stay there. This designated area should be pre-determined by an office manager or supervisor.
- Keep streets, fire lanes, hydrant areas, and walkways clear for emergency vehicles and personnel. Know your area assembly points.
- Immediately notify emergency personnel of any injured persons and individuals remaining in the affected building.
- Do not return to an evacuated building unless told to do so by emergency personnel.

QUARTERLY EMERGENCY TRAINING

Flower Dept understands and subscribes to the belief that preparedness is best thought of as a process, that is, a continual sequence of analysis, plan development, and the acquisition of skills through training, drills, exercises, and critiques. Flower Dept will build the framework for responding to emergencies, crimes, and disasters, and ensure each employee is prepared to react and adequately trained to handle circumstances of duress. But just having a framework does not equate to prepared under duress; there must be actual training and drills, as well as open discussion and forum of potential dangers and disasters.

Flower Dept has established procedures for addressing emergencies and incidents, including natural disasters, fire, unauthorized facility access, theft of cannabis products, or release of confidential information.

The Security Manager is assigned responsibility for confirming the occurrence of an incident requiring the execution of this protocol and for ensuring the response protocol is followed. The Security Manager will notify appropriate law enforcement authorities within twenty-four (24) hours after the discovery of a reportable incident. All incident response and emergency activities will be documented. All documentation related to a reportable incident will be maintained for no less than seven years and made available, upon request, to local authorities, state authorities, and to law enforcement authorities acting within their lawful jurisdiction.

Primary Objective of Emergency Procedures

The primary emphasis of activities described within this protocol is the return to a normalized (secure) state as quickly as possible while minimizing adverse impacts to the facility. Flower Dept's plan addresses incident identification, response protocols, containment activities, and corrective measures.

Incident Training Required

All employees must be required to receive incident management training upon hiring and annually per the staffing and training policies of Flower Dept. The Cultivation Manager shall ensure the adequate training of employees. Third-party trainers may be utilized as necessary to ensure Flower Dept's employees are ready for any situation.

Roles & Responsibilities

Flower Dept's goal is to ensure the safety of its employees, vendors, and the surrounding community. Accordingly, each of its employees will have the following responsibilities:

- Each employee must be familiar with the contents of this plan and must know the location of alarms, utility cabinets, fire extinguishers, emergency exits, and first aid supplies.
- Receiving training in using a fire extinguisher.
- If a management-level employee is not available to make an evacuation decision, all employees shall decide with the health and safety of employees and visitors as the primary consideration.
- Do not reenter the building or allow others to reenter during an emergency. Stay with vendors, authorized visitors, and other evacuated employees until directed by the Cultivation Manager.
- Flower Dept shall maintain and visibly post a current emergency contact list and evacuation plan. All employees should save emergency contact numbers on their cell phones.
- Every employee must know the evacuation route and the location of the map.
- Regular review of the facility floor plans, and evacuation plan maps must be completed by the Cultivation Manager and updated as necessary.

Management Responsibilities

To ensure appropriate and timely execution of the proper incident response, all executive employees and management-level employees must ensure Flower Dept does the following:

- Develops and maintains this Safety Plan continuously. Identify potential hazards, develop mitigation strategies and improve the response protocols accordingly.
- Update management employees and training programs as needed. The building must be stocked with an emergency preparation kit including provisions for sequestration in the building if required.
- Maintains an updated emergency notification contact list and maintains an internal contact list and employee notification system via email and text messaging.
- Visibly posts all evacuation routes and ensures all environmental detectors and alarms, emergency lighting and exit signs are operational.
- Confirms the occurrence of an incident requiring the execution of this protocol.
- Secures all products following any instance of diversion, theft, or loss of cannabis and conducts an assessment to determine whether additional safeguards are necessary.

- Collects any evidence supportive of the event (unless law enforcement is required and collects evidence).
- Supervises and direct the consistent, timely, and appropriate response to an incident.
- Provides appropriate communication to parties having a vested interest in the incident.
- Offers support to employees, visitors, or other interested parties as appropriate until the incident is resolved.
- Conducts a post-incident review and report making any necessary adjustments to security measures and procedures.

Safety Risk Assessments

The Security Manager will receive OSHA and PEOSH training to conduct quarterly safety risk assessments and conduct training on the proper use of security measures and controls ensuring that Flower Dept's security policies are compliant with all applicable local and state regulations. All senior management will receive CPR, First Aid, and fire-extinguishing training.

Annual safety risk assessments will also be conducted by third-party vendors certified in relevant fields, including hazardous materials and fire protection. Risk assessments will be scrutinous of the site, inspecting Flower Dept's cleanliness and sanitation, readiness and safety of areas of work, and any other areas pertinent to safety and security. Safety assessments will also be conducted after any incident, and solutions to liabilities or concerns will be addressed within 30 days following the review.

Incident Reports

Reports of emergencies and incidents may come from outside parties, employees, news sources, direct observation, or other sources. The primary objective for all employees is to determine if the problem being reported is an incident. In most instances, the problem being reported will not constitute an incident as defined within Flower Dept's protocols. However, protocols can be a good guideline for dealing with other minor issues. No set of protocols will address every circumstance, and all employees must, in good faith, take all necessary and responsible actions.

Receiving External Reports

All employees are accountable for asking necessary questions about an incident, making a reasonable attempt at determining if an incident has occurred, recording facts and responses to questions, and forwarding pertinent information to a management-level employee or Cultivation Manager immediately. If the employee cannot reach the managers, an executive employee must be contacted. Employees' duties include, but are not limited to:

- Familiarity with applicable protocols and the appropriate procedures.

- Individuals reporting problems and/or incidents to an employee should be informed as to the reason for the questions, and all individuals should be encouraged to discuss the issue being reported openly.
- Any information provided by an individual that helps in the determination is of considerable value; the individual's cooperation is critical, much appreciated, and should be recognized by the employee receiving the report.

Discovery and Internal Reporting

If the situation indicates that an incident may have occurred, employees should assume that an incident has occurred and performed the following activities:

- Obtain and record the contact information for the individual reporting the problem (name, telephone numbers, and email address).
- Record relevant information about the incident (e.g., time/date of suspected occurrence, type of information compromised, location of the compromise) in the Incident Report Log.
- Inform the individual to expect contact from a member of management.
- Request the individual to treat the incident as a confidential matter.
- Notify the Management Employee immediately of the incident.

Assessment and Escalation

Except in the case of an emergency needing immediate attention, the Cultivation Manager will determine the category and severity of the incident and undertake discussions and activities to best determine the best course of action. All discussions, decisions, and activities are to be documented, as described herein. The Cultivation Manager is responsible for making an early determination if an incident has occurred or might be indicated.

Notification and Communication

The Cultivation Manager will take action to notify the appropriate internal and external parties as necessary.

Containment

The Cultivation Manager if available, will determine and cause to be executed and the appropriate activities and processes required to quickly contain and minimize the immediate impact on personal safety, the building, vendors, and other affected parties. Containment activities are designed to:

- Minimize harm to individuals.
- Counteract the immediate threat.
- Prevent propagation or expansion of the incident.
- Minimize actual and potential damage.

- Restrict knowledge of the incident to authorized personnel.
- Preserve information relevant to the incident.

Corrective Measures

The Cultivation Manager will determine and cause to be executed necessary activities to quickly restore circumstances to a normalized and secure state of operation. Corrective measures should be designed to:

- Secure the environment; and
- Restore the environment to its normalized state.

Notification Required

Any employee with the knowledge or reasonable suspicion of an incident (i.e., theft or diversion) is required to make an immediate report to the Cultivation Manager and record the incident in the incident report log. All incident activities, from receipt of the initial report through post-incident review, are to be documented by the Cultivation Manager.

ROBBERY

Managers will review the following procedures to be followed during the situation and immediately following the robbery.

Procedure During a Robbery

- Do not be a Hero or Heroine! Do nothing that would jeopardize your safety or the safety of others.
- Try to remain calm.
- If a firearm is displayed, assume it is real and loaded.
- Make no sudden moves and remain calm. If the robber(s) have a weapon, those persons may use it if provoked or agitated.
- Activate alarms (where available) ONLY if you can do so safely and without detection.
- Follow the robber(s) directions, but volunteer nothing more than you are asked.
- Make no sudden moves. If you must put your hands into a pocket, or make any other moves, explain the action before doing it.
- If the robber's hands you a note, drop it on the floor or place it out of sight to retain as evidence.
- Study the robber(s) as carefully as possible without being obvious. Note height, weight, race, age, clothing, jewelry, sex, speech characteristics, scars, tattoos, deformities, gait, and method of operation.
- Note the number of accomplices and where they stood. Pay special attention to the way the robbers address each other. Under stress, they may use real names.

- Note the type of weapon used by the robber and where it was carried.
- Note the direction in which the robber(s) departed and how any stolen items were carried away (sack, bank bag, etc.).
- Try to remember exactly what the robber(s) said.

FIRE SAFETY PLAN AND ALARM SYSTEM

Flower Dept recognizes that the presence of plant materials and various supplies could lead to fires in an environment that is particularly hazardous. Major risks of fire in cannabis cultivation environments include the gas-lines and the lighting units, as well as any portable sources of gas on the premises, such as propane tanks. Too many lights running in an enclosed space and on an overtaxed circuit could lead to a short circuit that could spark a fire in the cultivation environment. Other fire hazards include combustible materials such as plant containers, packaging, plastic glazing materials, shade cloth, stored chemicals and fertilizers, and other plant materials. High temperatures resulting from operations, devices such as CO2 generators, heating appliances, sulfur pots, sparks from electrical equipment and wiring, oxygen, and even discarded cigarettes are other sources of fires according to the National Greenhouse Manufacturers Association (NGMA).

To quickly be alerted in the event of a fire, the alarm system will be directly connected to a robust smoke and fire detection system. Flower Dept procedure will require that if a single smoke detector sounds, an employee must immediately investigate the area where the unit is located to determine if there is an actual fire. Hand-held fire extinguishers will be available throughout the facility for those with proper fire safety training to put out a small fire. If no fire is located, the smoke detector will be inspected for functionality and the alarm company will be notified for service. If multiple smoke detectors sound, all employees and visitors must follow the established evacuation procedure. Management will be responsible for contacting the local Fire Department and all persons will be required to wait outside at a pre-identified marked location at a safe distance from the building until the Fire Department provides further direction.

Fire Response

All fire exits will be constructed so that the path to egress is obvious and direct, and all fire exit doors will swing open in the direction of egress. In the event of a fire, the nearest fire alarm will be activated, employees will calmly and orderly exit to the designated area of safe refuge, and immediately dial 911 to alert the local Fire Department.

FIRE PREVENTION & SUPPRESSION

The facility conforms to all local and state building and fire codes and fire suppression regulations. High standards for fire safety will be developed to ensure that the facility can prevent and mitigate emergencies.

Developing these standards will involve:

- Carrying out an assessment to identify possible dangers and risks.
- Thinking about who might be particularly at risk, such as disabled employees.
- Providing a plan for emergencies.
- Conducting a follow-up fire risk assessment and requiring regular periodic review of this assessment by all employees.
- Keeping records regarding all potential fire-related incidents and assessments.

Electrical Safety

Flower Dept will minimize workplace electrical hazards by specifying electrical equipment and designing electrical systems as required by the National Electrical Cod.

No Open Flames

Flower Dept has a strict “no smoking” policy to mitigate the risk of any open flames.

Minimizing Risks

To limit the risk of fires, Flower Dept intends to implement the following procedures:

- No storage of combustible materials or liquids
- Ensure doors, hallways, stairs, and other exits are kept free of obstruction
- Not rely on extension cords if wiring improvements are needed
- Not overload circuits with multiple pieces of equipment

Training

Flower Dept will train all its employees on safety procedures and policies in the event of any fire-related emergency as follows:

- Employees will be made aware of the locations of circuit breakers and boxes; emergency phones; panic buttons; alarms; fire extinguishers; first aid kits, and the appropriate procedures for using these devices.
- Management will periodically test employees on their knowledge of fire safety matters within the facility.
- All employees are required to participate in fire drills to test their knowledge in practice. Random drills conducted at least twice per year will give employees the opportunity to practice protocols and allow Flower Dept to assess the effectiveness of the training.
- In the case that an employee does not implement emergency procedures properly, the employee will be required to review procedures and attend additional training and drill exercises.

General Evacuation

All employees will receive instruction on the general evacuation procedures to be followed in case of a fire:

- How and where to assemble
- Whom to report to
- How to evacuate disabled persons

FIRE SECURITY PROCEDURES

The facility will comply with all local fire code requirements. Fire Prevention is a vital aspect of dispensing safely. As part of Flower Dept's commitment to the safety of our employees, we have developed a comprehensive Fire Plan to address how fires will be prevented and managed/contained if they do occur. Knowing that people are our most valuable resources, all employees will be trained and required to conduct themselves with consistent due diligence to prevent fires from occurring.

Recognizing Fire Hazards

Housekeeping is an essential component of fire safety in our facility. Our facility will have the following policies in place:

- Work areas must be kept as clean as work allows.
- Space should be evaluated for fire hazards
- Unused combustible items, such as unused boxes, paper, and other flammable items, must remain clear of the workspace.
- Items being stored inside each building should not block access to fire extinguishers or other safety equipment. Flower Dept will equip all buildings with a Fire Extinguisher and Fire Alarm Pull Station.

When Fire Is Identified

Flower Dept recognizes that fires can be extremely dangerous. We will adopt and train to the policy below regarding our staff. When a fire is discovered, employees should do the following:

First, assist any person in immediate danger to safety if it can be accomplished without risk to yourself.

Second, activate the building fire alarm system or notify the fire department by dialing 911 (or designating someone else to notify them for you). When you activate the building fire alarm system, some, but not all, will automatically notify the fire department and get help on the way.

Only after having done these two things, if the fire is small, you may attempt to use an extinguisher to put it out. You should always be certain that you will not endanger yourself or others when attempting to put out a fire.

Never Attempt to Extinguish a Fire if

You do not know what is burning. If you do not know what is burning, you do not know what type of extinguisher to use. Even if you have an extinguisher, there may be something in the fire which is going to explode or produce highly toxic smoke.

The fire is spreading rapidly beyond the spot where it started. The time to use an extinguisher is in the incipient or beginning stages of a fire. If the fire is already spreading quickly, it is best to simply evacuate the building, closing doors and windows behind you as you leave.

You do not have adequate or appropriate equipment. If you do not have the correct type or large enough extinguisher, it is best not to try to fight the fire.

What to do if

If your clothes catch on fire, the best thing to do is to find a safety shower.

If a safety shower is available, then immediately remove your outer clothing and use the shower long enough to remove any contaminating material and to cool the skin.

If there is not a safety shower nearby, then stop where you are, drop and roll on the floor, covering your face with your hands and roll back and forth to extinguish the flames.

Fire Extinguishers

All personnel will be adequately trained in the use of fire extinguishers and know where the closest fire extinguishers are located. Extinguishers should not be blocked access or covered up. Below are the methods that will be taught to employees regarding fire extinguisher use:

Pull the Pin

This will allow you to discharge the extinguisher.

Aim at The Base of The Fire

If you aim at the flames (which is frequently the temptation), the extinguishing agent will fly right through and do no good. You want to hit the fuel.

Squeeze the Top Handle or Lever

This depresses a button that releases the pressurized extinguishing agent in the extinguisher.

Sweep from Side to Side

Start using the extinguisher from a safe distance away, then move forward. Once the fire is out, keep an eye on the area in case it re-ignites.

Emergency Egress

The Security Agent will regularly inspect the facility to ensure that all emergency exits are clear. Additionally, the facility will have the appropriate lighting and directions placed in a clear location to evacuate the building in case of a fire safely. Employees will be trained on the following policies:

- Aisles need to remain clear so that there is a clear path of egress to emergency exits.
- Do not wedge or block doors in the event of a fire.
- Make sure you are familiar with your building's evacuation plan and know where exits are located and learn all the escape routes from your facility area
- Leave immediately if the fire alarm sounds. Do not ever assume it is just a fire drill.
- Ensure you take any personal belongings.
- Close all doors and windows on the way out.
- Make sure everyone in your area has been accounted for. Your manager may want to designate an assembly area outside to meet in the event of an evacuation.
- Do not reenter the building unless authorized to do so.

Door Placards

Door placards provide critical emergency information to firefighters or other emergency personnel who need to enter the lab.

Flower Dept will ensure that door placards are updated a least once a year (or more frequently if the information changes).

This information will be available to the fire department in the event of a fire or other emergency.

HVAC

Ventilation and Inhalation Issues

Flower Dept will utilize a new AC unit configured for this space, with the addition of high-grade HEPA Filters added to the system for purification of the inside air.

HVAC Systems

The facility will be equipped with Energy Star HVAC technology, which allows an energy-efficient means of controlling the facility's climate, and the facilitation of proper ventilation to prevent the spread of unwanted odors. HVAC equipment will provide the following:

- Installation of vent dampers
- Analysis of systems and replacement of inefficient components

- Use of programmable thermostats and controls
- Sealing and insulation of ducts and hot water pipes.

FIRE SUPPRESSION

Fire Extinguishers

Fire extinguishers are a necessary tool in controlling fires prior to the arrival of emergency personnel. Flower Dept shall install fire extinguishers in each room, and additional extinguishers as determined by the engineer and fire consultant. These extinguishers will be inspected annually and certified by a licensed company.

Fire Evacuation Plan

Flower Dept recognizes that the safe, orderly, and prompt evacuation of its employees, vendors, and any other building occupants depends upon the establishment of a safe and efficient emergency evacuation plan. Every employee will be trained in carrying out a safe and effective evacuation when the fire alarm sounds or when directed by a public authority or management representative. The fire evacuation plan consists of the following:

- Flower Dept is a firm believer that emergency preparedness can mitigate the risk of various emergencies, especially fire. Accordingly, Flower Dept will ensure the following pre-planning activities are conducted:
  - Exits will be checked routinely to ensure there are always at least two unobstructed pathways.
  - Periodic fire drills conducted to ensure employee and vendor familiarity.
  - Evacuation diagrams will be posted throughout the building.

Evacuation Process

Flower Dept will implement the following general policies relative to an evacuation process (these are subject to change in accordance with the emergency conditions and circumstances, and preservation of life shall always be the dictating determination for evacuation procedures):

- Upon discovery of fire or smoke condition, an employee shall immediately sound the alarm by activating the nearest pull station.
- Employees must leave immediately and never assume the alarm is a drill.
- Employees will be trained to help others, but only if he/she can do so safely; and
- Once outside, employees will meet at the designated assembly spot where the acting manager will conduct a headcount and report to authorities accordingly.

Sprinkler System

The building will be fully sprinklered and sprinkler head relocation based on the new floor plan will be submitted for approval to the city. The primary purpose of the Fire Sprinklers is to protect employees, visitors, and the building in the event of a fire. The fire sprinkler system is monitored per code by a fire alarm system and with 24-7 central station monitoring. There are duct detectors located on the HVAC units and will provide a supervisory alarm to the central station and will shut down the AC units and any air movement in the building on alarm.

Portable Fire Extinguishers

Approved portable fire extinguishers will be supplied at the facility to give employees and management the means to suppress a fire during its initial or incipient stage. Flower Dept will ensure that all portable fire extinguishers are located where they are always readily visible and accessible. Proper maintenance of the installed portable fire extinguishers is the responsibility of the Cultivation Manager and will be included in their monthly checklist for the operations of the site.

Electrical: Wiring and Main Room

In accordance with Section 605 of the IFC:

Doors into electrical control panel rooms will be marked with a sign stating ELECTRICAL ROOM. The means for turning off electrical power to each electrical service and each electrical circuit must be clearly and legibly marked.

Security Gates & Egress Doors

Any security gates installed at the facility that impact any Fire Exit shall be approved by the City Chief Fire Marshal prior to installation.

A key box shall be installed on the site, which shall only be accessible by the Cultivation Manager and City Chief Fire Marshal (or any Fire Department officials approved by the Chief Fire Marshal). The Chief Fire Marshal shall also be issued a Key Swipe Card that permits access to Levels 1-5 at the facility. The Chief Fire Marshal shall only be permitted to use such Swipe Card in the event of an emergency. Egress doors shall be allowed to open without the need for a key. These doors shall be easily opened without the use of a key. They shall be alarmed to prevent unauthorized use, and the security guards shall be briefed to physically check such doors midway through their shift to ensure they are kept shut. At the approval of the City Manager and Chief Fire Marshal, these doors shall have an electromagnetic lock and shall not be opened from the exterior of the building, without the use of a key.

Exits and Exit Signage

The number of exits at the facility shall be in accordance with Table 1006.2.1 and Table 1006.3.2(2) and Section 1017.2 of the International Fire Code (IFC). Accordingly:

- All exits will be clearly illuminated by EXIT signage on the roof of the facility - signs will be clearly visible from both directions
- A Fire Exit Plan will be printed and appropriately displayed on the walls of the facility
- Egress doors will be installed and required to swing in the direction of egress
- All staff will be briefed on Fire Safety procedures, and a Fire Safety Exercise shall be conducted at least twice a year.

The facility will operate with a centrally monitored fire and burglar alarm system, and monitored by an alarm company properly licensed by the State of California Department of Consumer Affairs Department of Security and Investigative Services in accordance with California Business and Professions Code section 7590 et seq. and whose agents are properly licensed and registered under applicable law.

Intrusion Detection devices will be installed at all entry points, and motion detectors will be installed to cover all areas of the facility. A licensed and accredited company will monitor the alarm system and perform monthly service on the system. The system will be put into test mode and tested at least once a month for any failures.

All security guards employed at Flower Dept will be licensed by the Department of Security and Investigative Services (BSIS) with a valid Department of Consumer Affairs Security Guard License ('Security Guard Card'), which is obtained by completing the annual pre-licensing course. Flower Dept Security Guards will also undertake pre-work training with GSG, who conduct advanced training covering threat assessment, risk mitigation, visitor management, systems, and hardware and incident management. GSG is a Department-certified training provider.

All security guards must be at least 21 years of age, have undergone a criminal history background check through the California Department of Justice (DOJ) and the Federal Department of Investigation (FBI), and complete the Power to Arrest Training, which includes:

- 32 hours of training in security officer skills; and
- 8 hours of continual training, which must be completed annually.

Flower Dept will implement a policy that requires Security Guards to patrol for a 100-foot radius surrounding the business around the clock. All guards will be issued with a hands-free single-wire earpiece with a Push-to-Talk function for covert communications.

ALARM MONITORING COMPANY

To ensure the alarm system remains operational, an alert will automatically be sent to designated company personnel by the alarm company when communications or power is lost. Onsite, an

audible signal shall be emitted in the event of power loss and/or communications breakdown with central monitoring. Real-time monitoring is part of the alarm company contract.

HAZARD COMMUNICATION

MATERIAL SAFETY DATA SHEETS

Copies of Material Safety Data Sheets (MSDSs) for all hazardous chemicals to which employees may be exposed will be available via hard copy in each chemical area of the facility in a binder designated "MSDS Sheets." Employees are required to read MSDSs for the chemicals they use. MSDSs will be available to all employees during all shifts. If an MSDS is missing, or if a new product arrives without an MSDS, employees must immediately inform their manager and/or the Safety Coordinator, so they can call the supplier or manufacturer.

HAZARDOUS CHEMICALS LIST

Managers must maintain a list of all the chemicals and products used at Flower Dept within their unit. This list is kept in the front of the MSDS book. Each chemical entry on the inventory list has a corresponding MSDS available for providing specific hazard information and personal protective measures. This list must be updated quarterly by the Safety Coordinator to remove chemicals that are no longer in use at Flower Dept and to add new products.

HAZARDOUS MATERIAL

Hazardous Materials Plan: To the extent that Flower Dept intends to use any hazardous materials in its operations, it shall provide a hazardous materials management plan that complies with all federal, state, and local requirements for the management of such substances.

TOXIC MATERIAL CONTROL PROCEDURES

To ensure all safety and hygiene policies and procedures are customized specifically to the risks common to cannabis businesses, Flower Dept has leveraged a guide recommended by that was produced by the state of Colorado: *Guide to Worker Safety and Health in the cannabis Industry* (The Colorado guide was used because there is not a comparable California guide for reference.)

The Safety Coordinator will conduct the initial review of Flower Dept's building and design plans, and as construction is completed, will leverage Cal/OSHA's Hazard Assessment Checklist, to identify all potential hazards, and how Flower Dept will mitigate them. This assessment, along with Cal/OSHA's Cal/OSHA's IIPP Self-Assessment Checklist, will facilitate the creation of Flower Dept' Injury and Illness Prevention (IIP) Program. A written IIP is required, which is required for all employers in the State of California.

The facility and the full premises (including outside of buildings) will be inspected quarterly by the Safety Coordinator to identify potential hazards, using the OSHA Self- Inspection Checklist to

prevent hazardous material and chemical incidents that could result in injury and/or illness to any employee or visitor.

The Safety Coordinator will be responsible for conducting training (or coordinating training with a certified third-party OSHA consultant) of all employees on Flower Dept's IIPP. Additionally, the Senior Order Manager is assigned responsibility for conducting job-specific hazard training on chemicals used by all Dispensing Agents. After attending training, each employee will sign a form to verify that he or she attended the training and understands Flower Dept's policies on hazard communication.

Copies of Material Safety Data Sheets (MSDS's) for all hazardous chemicals to which employees may be exposed will be available on the intranet and by hard copy in each chemical storage area of the operating unit in a designated MSDS binder. Sample documents include accident report forms, a safety rule violation notice, and the OSHA Self- Inspection Checklist.

Safety rules addressed include those relevant to accident and hazard reporting, drug, and alcohol use, driving, work-related injuries, and the required use of Personal Protective Equipment (PPE). Enforcement measures and disciplinary actions detailed are to be implemented in response to safety rule violations.

All emergencies, including chemical spill response, will be handled by local emergency response agencies in accordance with Flower Dept's emergency and incident response SOPs. Additional measures serve to establish procedures for injury claims and policies related to workers' compensation and benefits provided.

HAZARD COMMUNICATION POLICY

Flower Dept is committed to the prevention of hazardous material and chemical incidents that could result in injury and/or illness to any employee. Flower Dept will spare no effort in providing a safe and healthy work environment for employees, and all levels of supervision will be accountable for the safety of those employees under their direction.

The Occupational Safety and Health Administration's (OSHA) Hazard Communication standard (29 CFR 1910.1200) is based on the simple concept that employees have both a need and a "right to know" the identities and hazards of any chemicals they work with during their employment. Employees also need to know what protective measures are available to prevent chemical exposures and how to avoid adverse health effects.

The following constitutes Flower Dept's written Hazard Communication program. Flower Dept will meet the requirements of OSHA's Hazard Communication standard as follows:

Container Labeling

It is the policy of Flower Dept that no container will be released for use unless it has a complete label. Managers will ensure that secondary containers, such as spray bottles, have complete labels. Either (1) a copy of the original manufacturer's label will be made and placed on the secondary container, or (2) the minimal information bulleted above will be placed on the container in permanent ink. The Safety Coordinator will verify that all product containers kept onsite will clearly list contents on the label:

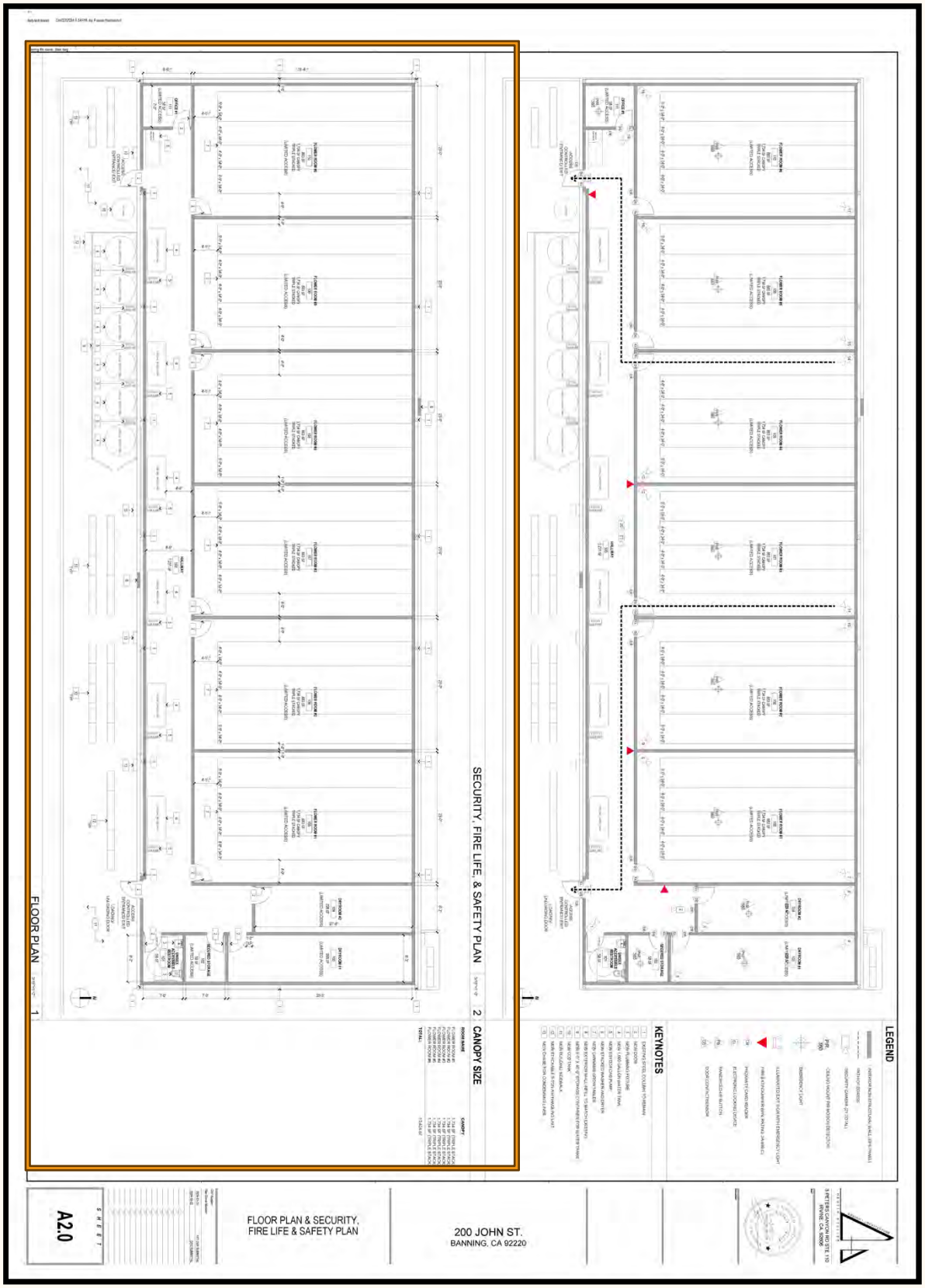
- Product Name
- Hazard warnings (corrosive, flammable, skin irritant, etc.)
- Manufacturer's name and address

Hazardous Non-Routine Tasks

Occasionally, an employee may be asked to perform a task that is not part of their normal job. Before taking on a new task, the affected employee will be given information by their manager and/or the Safety Coordinator about any hazardous chemicals that might be used during the activity. This information will include:

- Specific chemical hazards
- Protective measures employees can take
- Measures Flower Dept has taken to reduce the hazards, which might include ventilation, personal protective equipment, use of the buddy system, and emergency procedures.

SECURITY AND FIRE LIFE SAFETY PLAN DIAGRAM



F. ODOR CONTROL

OVERVIEW

The company has designed the following odor abatement plan which includes a filtration plan and system in accordance with the local regulations to prevent nuisance odors from being detected off site. The system will prevent cannabis odor which is distinctive to the operations from being detected in any neighboring suites, common areas, sidewalks, roads, sidewalks, tenants, outside areas, adjacent lots, or anywhere outside of the operation. All plant containing rooms will be completely sealed and using supplemental co2 to encourage growth. Air in these rooms will be recirculated through HVAC and air handlers internally with no exhausted air to maintain co2 levels. In addition to the following hardware and operations plan the "no on-site consumption" rules will be enforced by staff and security on and around the premises.

EQUIPMENT

Equipment technical data is included in the product inserts attached for industry standard Can Filter's line of Australian granulated activated carbon. This system is a proven method to eliminate volatile organic compounds, pollutants, gasses, and odors from the air, and is utilized by many cannabis operators in the industry. Combined with a Can Filter brand "whisper quiet adjustable speed can fan," the air is recirculated throughout the areas containing cannabis products and near entrance and exit doors to prevent odors from escaping the facility. The activated carbon literally traps and absorbs the carbon-based contaminants in the air.

CFM AIR CHANGE OVER CALCULATIONS

We will calculate air change over calculations based on the total volume of each section of the building. The air change over calculations will likely provide a complete changeover of the air every 3 to 27 minutes.

INSTALLATION

The company uses a closed loop HVAC system in each one of the plant containing rooms and the dry/trim room. The air is never changed over or exhausted to the exterior of the room or building. In all plant containing rooms there will be supplemental co2 systems to encourage growth. The goal is to keep co2 levels optimal and costs low by recirculating all of the air inside of the room through HVAC systems, fans, and filters. Air and possible odor will only escape these rooms as doors are opened and closed. The company has placed all odor abatement equipment above or near all exit/entrance doors to the facility. This ensures that the air is constantly being scrubbed in these common areas and cleanest odorless air is always near doors as people enter and exit.

We include our proposed facility floor plan with an anticipated odor abatement system layout. The system will be installed by a professional contractor who will test the system to ensure functionality and that all stated air change over rates and cubic feet per minute rates are being achieved. The system will be installed on the ceiling or affixed to the wall.

OPERATIONS

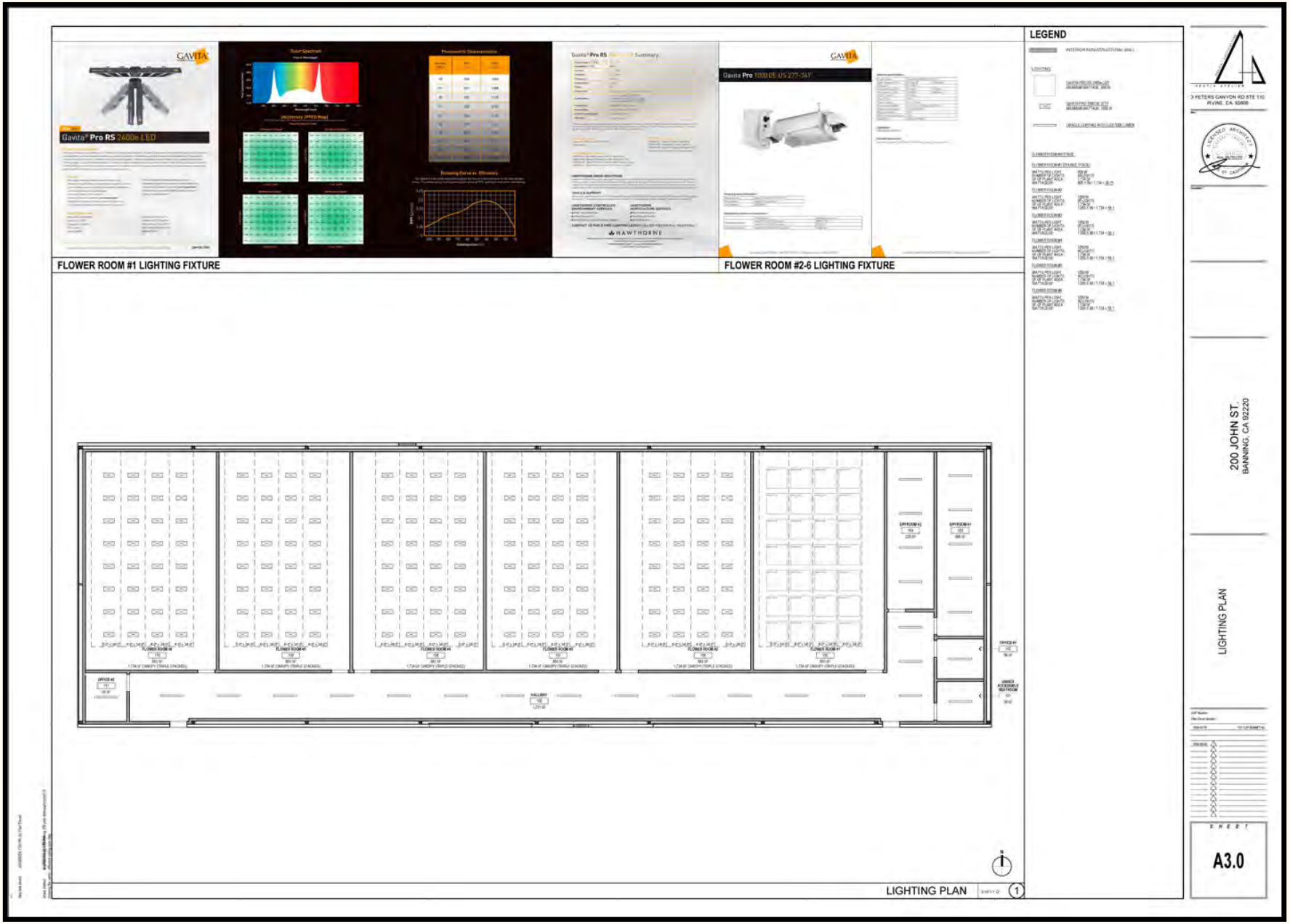
The company will operate the odor abatement system 24 hours a day 7 days a week ensuring that all air in the rooms with exits have been changed over several times. At the start of each business day an employee will verify that all odor abatement equipment is functioning properly and check for odor at designated areas outside of the facility such as walkways, breezeways, parking lots, front and back portions of the buildings, near entrances and exits, and all shared interior and exterior areas. Furthermore, at the end of each business day an employee will use a Daily Check on Odors checklist to verify that no nuisance smell is detected off site such as in or near exits, interior and exterior common areas, and but not limited to, front and back portions of building.

The company will create and maintain a maintenance schedule with an HVAC specialist who will replace the activated carbon filters at manufacturer recommended intervals, maintain the fans, clean all intake and exhaust grates, check all timers/switches, and ensure the system is functioning as described in this plan.

NEIGHBORHOOD COMPLAINT AND COMMUNICATION PLAN

The company will meet with all its neighbors and the surrounding community and make both a phone number and email address available for anyone to contact our management team with any concerns or complaints about the operations including cannabis odor. Once contact is made an employee or manager will fill out a Complaint Intake Form where we will log all information pertaining to the complaint such as the complainant information, date of occurrence, nature of occurrence, manager review, and action taken to resolve the complaint. These reports can be made anonymously, and the management team will respond promptly to these reports and adjust the filtration system to mitigate any odor issues.

G. LIGHTING PLAN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FLOWER ROOM #1 LIGHTING FIXTURE
GAVITA
Gavita Pro 1000 DE US 277-347
FLOWER ROOM #2-6 LIGHTING FIXTURE
LEGEND
LIGHTING PLAN
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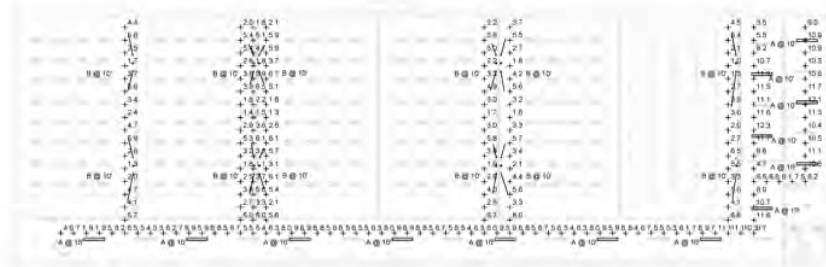
IRVINE, CA 92606
200 JOHN ST.
BANNING, CA 92220
LIGHTING PLAN
SHEET
A3.0



ELECTRICAL PHOTOMETRIC PLAN - INDOOR

SCALE: 1/8" = 1'

Schedule

Symbol	Label	QTY	Manufacturer	Catalog	Description	Number Lamps
▌	A	13	ELITE LIGHTING	4-BC1-LED-4000L-DIM10-MVOLT-40K-85		1
* * *	B	12	Lithonia Lighting	ELM4L	ELM4L SP640L	1

Statistics

Description	Symbol	Avg	Max	Min	Max/Min	Avg/Min
Calc Zone #1	+	6.2 fc	12.1 fc	1.1 fc	11.01	5.6:1

ELECTRICAL PHOTOMETRIC PLAN - INDOOR

E-1.1

H. ON-SITE COMMUNITY RELATIONS

Our onsite community relations designee will be Antonio Simeone. He will be readily available to assist in any issues related to any problems complaints or concerns associated with the cannabis business throughout the entire development process. He will be reachable at (213) 479-7601, 1simeonegroup@gmail.com.

I. LEASE

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STANDARD INDUSTRIAL/COMMERCIAL SINGLE-TENANT LEASE - NET
(DO NOT USE THIS FORM FOR MULTI-TENANT BUILDINGS)

1. **Basic Provisions ("Basic Provisions").**

1.1 **Parties.** This Lease ("**Lease**"), dated for reference purposes only 07/01/2024, is made by and between 200 John Street LLC. ("**Lessor**") and Flower Dept. LLC. ("**Lessee**"), (collectively the "**Parties**," or individually a "**Party**").

1.2 **Premises:** That certain real property, including all improvements therein or to be provided by Lessor under the terms of this Lease, commonly known as (street address, city, state, zip): 200 John Street, Banning, Ca. 92220 ("**Premises**"). The Premises are located in the County of Riverside, and are generally described as (describe briefly the nature of the property and, if applicable, the "**Project**," if the property is located within a Project): 25,365 Sq. Ft. Parcel w/ Approx. 8,000 Sq. Ft. Warehouse. (See also Paragraph 2)

1.3 **Term:** 5 years and 0 months ("**Original Term**") commencing 07/01/2024 ("**Commencement Date**") and ending 11/30/2028 ("**Expiration Date**"). (See also Paragraph 3)

~~1.4 **Early Possession:** If the Premises are available Lessee may have non-exclusive possession of the Premises commencing _____ ("**Early Possession Date**"). (See also Paragraphs 3.2 and 3.3)~~

1.5 **Base Rent:** $15,000 per month ("**Base Rent**"), payable on the first day of each month commencing 07/01/2024. (See also Paragraph 4)

☑ If this box is checked, there are provisions in this Lease for the Base Rent to be adjusted. See Paragraph 52.

1.6 **Base Rent and Other Monies Paid Upon Execution:**

(a) **Base Rent:** $15,000 for the period July 1, 2024 - July 31, 2024.

(b) **Security Deposit:** $1.00 ("**Security Deposit**"). (See also Paragraph 5)

(c) **Association Fees:** N/A for the period N/A.

(d) **Other:** N/A for N/A.

(e) **Total Due Upon Execution of this Lease:** $7,501 (see Addendum to Lease).

1.7 **Agreed Use:** Cannabis Cultivation. (See also Paragraph 6)

1.8 **Insuring Party.** Lessor is the "**Insuring Party**" unless otherwise stated herein. (See also Paragraph 8)

1.9 **Real Estate Brokers.** (See also Paragraph 15 and 25)

(a) **Representation:** Each Party acknowledges receiving a Disclosure Regarding Real Estate Agency Relationship, confirms and consents to the following agency relationships in this Lease with the following real estate brokers ("**Broker(s)**") and/or their agents ("**Agent(s)**"):

Lessor's Brokerage Firm DCR Commercial License No. 01523278 is the broker of (check one): ☐ the Lessor; or ☑ both the Lessee and Lessor (dual agent).

Lessor's Agent Edmond Melendez License No. 01518581 is (check one): ☐ the Lessor's Agent (salesperson or broker associate); or ☑ both the Lessee's Agent and the Lessor's Agent (dual agent).

Lessee's Brokerage Firm DCR Commercial License No. 01523278 is the broker of (check one): ☐ the Lessee; or ☑ both the Lessee and Lessor (dual agent).

Lessee's Agent Edmond Melendez License No. 01518581 is (check one): ☐ the Lessee's Agent (salesperson or broker associate); or ☑ both the Lessee's Agent and the Lessor's Agent (dual agent).

(b) **Payment to Brokers.** Upon execution and delivery of this Lease by both Parties, Lessor shall pay to the Brokers the brokerage fee agreed to in a separate written agreement ~~(or if there is no such agreement, the sum of _____ or _____% of the total Base Rent) for the brokerage services rendered by the Brokers.~~

1.10 **Guarantor.** The obligations of the Lessee under this Lease are to be guaranteed by Antonio Simeone ("**Guarantor**"). (See also Paragraph 37)

1.11 **Attachments.** Attached hereto are the following, all of which constitute a part of this Lease:

☑ an Addendum consisting of Paragraphs 51 through 51;

☐ a plot plan depicting the Premises;

☐ a current set of the Rules and Regulations;

☐ a Work Letter;

☑ other (specify): Addendum to Lease. Rent Adjustments. Guaranty of Lease. Agency Disclosure.

2. **Premises.**

2.1 **Letting.** Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the Premises, for the term, at the rental, and upon all of the terms, covenants and conditions set forth in this Lease. While the approximate square footage of the Premises may have been used in the marketing of the Premises for purposes of comparison, the Base Rent stated herein is NOT tied to square footage and is not subject to adjustment should the actual size be determined to be

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different. **NOTE: Lessee is advised to verify the actual size prior to executing this Lease.**

2.2 **Condition**. Lessor shall deliver the Premises to Lessee broom clean and free of debris on the Commencement Date or the Early Possession Date, whichever first occurs ("**Start Date**"), and, so long as the required service contracts described in Paragraph 7.1(b) below are obtained by Lessee and in effect within thirty days following the Start Date, warrants that the existing electrical, plumbing, fire sprinkler, lighting, heating, ventilating and air conditioning systems ("**HVAC**"), loading doors, sump pumps, if any, and all other such elements in the Premises, other than those constructed by Lessee, shall be in good operating condition on said date, that the structural elements of the roof, bearing walls and foundation of any buildings on the Premises (the "**Building**") shall be free of material defects, and that the Premises do not contain hazardous levels of any mold or fungi defined as toxic under applicable state or federal law. If a non-compliance with said warranty exists as of the Start Date, or if one of such systems or elements should malfunction or fail within the appropriate warranty period, Lessor shall, as Lessor's sole obligation with respect to such matter, except as otherwise provided in this Lease, promptly after receipt of written notice from Lessee setting forth with specificity the nature and extent of such non-compliance, malfunction or failure, rectify same at Lessor's expense. The warranty periods shall be as follows: (i) 6 months as to the HVAC systems, and (ii) 30 days as to the remaining systems and other elements of the Building. If Lessee does not give Lessor the required notice within the appropriate warranty period, correction of any such non-compliance, malfunction or failure shall be the obligation of Lessee at Lessee's sole cost and expense. Lessor also warrants, that unless otherwise specified in writing, Lessor is unaware of (i) any recorded Notices of Default affecting the Premise; (ii) any delinquent amounts due under any loan secured by the Premises; and (iii) any bankruptcy proceeding affecting the Premises.

2.3 **Compliance**. Lessor warrants that to the best of its knowledge the improvements on the Premises comply with the building codes, applicable laws, covenants or restrictions of record, regulations, and ordinances ("**Applicable Requirements**") that were in effect at the time that each improvement, or portion thereof, was constructed. Said warranty does not apply to the use to which Lessee will put the Premises, modifications which may be required by the Americans with Disabilities Act or any similar laws as a result of Lessee's use (see Paragraph 50), or to any Alterations or Utility Installations (as defined in Paragraph 7.3(a)) made or to be made by Lessee. **NOTE: Lessee is responsible for determining whether or not the Applicable Requirements, and especially the zoning, are appropriate for Lessee's intended use, and acknowledges that past uses of the Premises may no longer be allowed.** If the Premises do not comply with said warranty, Lessor shall, except as otherwise provided, promptly after receipt of written notice from Lessee setting forth with specificity the nature and extent of such non-compliance, rectify the same at Lessor's expense. If Lessee does not give Lessor written notice of a non-compliance with this warranty within 6 months following the Start Date, correction of that non-compliance shall be the obligation of Lessee at Lessee's sole cost and expense. If the Applicable Requirements are hereafter changed so as to require during the term of this Lease the construction of an addition to or an alteration of the Premises and/or Building, the remediation of any Hazardous Substance, or the reinforcement or other physical modification of the Unit, Premises and/or Building ("**Capital Expenditure**"), Lessor and Lessee shall allocate the cost of such work as follows:

(a) Subject to Paragraph 2.3(c) below, if such Capital Expenditures are required as a result of the specific and unique use of the Premises by Lessee as compared with uses by tenants in general, Lessee shall be fully responsible for the cost thereof, provided, however, that if such Capital Expenditure is required during the last 2 years of this Lease and the cost thereof exceeds 6 months' Base Rent, Lessee may instead terminate this Lease unless Lessor notifies Lessee, in writing, within 10 days after receipt of Lessee's termination notice that Lessor has elected to pay the difference between the actual cost thereof and an amount equal to 6 months' Base Rent. If Lessee elects termination, Lessee shall immediately cease the use of the Premises which requires such Capital Expenditure and deliver to Lessor written notice specifying a termination date at least 90 days thereafter. Such termination date shall, however, in no event be earlier than the last day that Lessee could legally utilize the Premises without commencing such Capital Expenditure.

(b) If such Capital Expenditure is not the result of the specific and unique use of the Premises by Lessee (such as, governmentally mandated seismic modifications), then Lessor shall pay for such Capital Expenditure and Lessee shall only be obligated to pay, each month during the remainder of the term of this Lease or any extension thereof, on the date that on which the Base Rent is due, an amount equal to 1/144th of the portion of such costs reasonably attributable to the Premises. Lessee shall pay Interest on the balance but may prepay its obligation at any time. If, however, such Capital Expenditure is required during the last 2 years of this Lease or if Lessor reasonably determines that it is not economically feasible to pay its share thereof, Lessor shall have the option to terminate this Lease upon 90 days prior written notice to Lessee unless Lessee notifies Lessor, in writing, within 10 days after receipt of Lessor's termination notice that Lessee will pay for such Capital Expenditure. If Lessor does not elect to terminate, and fails to tender its share of any such Capital Expenditure, Lessee may advance such funds and deduct same, with Interest, from Rent until Lessor's share of such costs have been fully paid. If Lessee is unable to finance Lessor's share, or if the balance of the Rent due and payable for the remainder of this Lease is not sufficient to fully reimburse Lessee on an offset basis, Lessee shall have the right to terminate this Lease upon 30 days written notice to Lessor.

(c) Notwithstanding the above, the provisions concerning Capital Expenditures are intended to apply only to non-voluntary, unexpected, and new Applicable Requirements. If the Capital Expenditures are instead triggered by Lessee as a result of an actual or proposed change in use, change in intensity of use, or modification to the Premises then, and in that event, Lessee shall either: (i) immediately cease such changed use or intensity of use and/or take such other steps as may be necessary to eliminate the requirement for such Capital Expenditure, or (ii) complete such Capital Expenditure at its own expense. Lessee shall not, however, have any right to terminate this Lease.

2.4 **Acknowledgements**. Lessee acknowledges that: (a) it has been given an opportunity to inspect and measure the Premises, (b) it has been advised by Lessor and/or Brokers to satisfy itself with respect to the size and condition of the Premises (including but not limited to the electrical, HVAC and fire sprinkler systems, security, environmental aspects, and compliance with Applicable Requirements and the Americans with Disabilities Act), and their suitability for Lessee's intended use, (c) Lessee has made such investigation as it deems necessary with reference to such matters and assumes all responsibility therefor as the same relate to its occupancy of the Premises, (d) it is not relying on any representation as to the size of the Premises made by Brokers or Lessor, (e) the square footage of the Premises was not material to Lessee's decision to lease the Premises and pay the Rent stated herein, and (f) neither Lessor, Lessor's agents, nor Brokers have made any oral or written representations or warranties with respect to said matters other than as set forth in this Lease. In addition, Lessor acknowledges that: (i) Brokers have made no representations, promises or warranties concerning Lessee's ability to honor the Lease or suitability to occupy the Premises, and (ii) it is Lessor's sole responsibility to investigate the financial capability and/or suitability of all proposed tenants.

2.5 **Lessee as Prior Owner/Occupant**. The warranties made by Lessor in Paragraph 2 shall be of no force or effect if immediately prior to the Start Date Lessee was the owner or occupant of the Premises. In such event, Lessee shall be responsible for any necessary corrective work.

3. Term.

3.1 **Term**. The Commencement Date, Expiration Date and Original Term of this Lease are as specified in Paragraph 1.3.

3.2 **Early Possession**. Any provision herein granting Lessee Early Possession of the Premises is subject to and conditioned upon the Premises being available for such possession prior to the Commencement Date. Any grant of Early Possession only conveys a non-exclusive right to occupy the Premises. If Lessee totally or partially occupies the Premises prior to the Commencement Date, the obligation to pay Base Rent shall be abated for the period of such Early Possession. All other terms of this Lease (including but not limited to the obligations to pay Real Property Taxes and insurance premiums and to maintain the Premises) shall be in effect during such period. Any such Early Possession shall not affect the Expiration Date.

3.3 **Delay In Possession**. Lessor agrees to use commercially reasonable efforts to deliver exclusive possession of the Premises to Lessee by the

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Commencement Date. If, despite said efforts, Lessor is unable to deliver possession by such date, Lessor shall not be subject to any liability therefor, nor shall such failure affect the validity of this Lease or change the Expiration Date. Lessee shall not, however, be obligated to pay Rent or perform its other obligations until Lessor delivers possession of the Premises and any period of rent abatement that Lessee would otherwise have enjoyed shall run from the date of delivery of possession and continue for a period equal to what Lessee would otherwise have enjoyed under the terms hereof, but minus any days of delay caused by the acts or omissions of Lessee. If possession is not delivered within 60 days after the Commencement Date, as the same may be extended under the terms of any Work Letter executed by Parties, Lessee may, at its option, by notice in writing within 10 days after the end of such 60 day period, cancel this Lease, in which event the Parties shall be discharged from all obligations hereunder. If such written notice is not received by Lessor within said 10 day period, Lessee's right to cancel shall terminate. If possession of the Premises is not delivered within 120 days after the Commencement Date, this Lease shall terminate unless other agreements are reached between Lessor and Lessee, in writing.

3.4 **Lessee Compliance.** Lessor shall not be required to tender possession of the Premises to Lessee until Lessee complies with its obligation to provide evidence of insurance (Paragraph 8.5). Pending delivery of such evidence, Lessee shall be required to perform all of its obligations under this Lease from and after the Start Date, including the payment of Rent, notwithstanding Lessor's election to withhold possession pending receipt of such evidence of insurance. Further, if Lessee is required to perform any other conditions prior to or concurrent with the Start Date, the Start Date shall occur but Lessor may elect to withhold possession until such conditions are satisfied.

4. Rent.

4.1 **Rent Defined.** All monetary obligations of Lessee to Lessor under the terms of this Lease (except for the Security Deposit) are deemed to be rent ("**Rent**").

4.2 **Payment.** Lessee shall cause payment of Rent to be received by Lessor in lawful money of the United States, without offset or deduction (except as specifically permitted in this Lease), on or before the day on which it is due. All monetary amounts shall be rounded to the nearest whole dollar. In the event that any invoice prepared by Lessor is inaccurate such inaccuracy shall not constitute a waiver and Lessee shall be obligated to pay the amount set forth in this Lease. Rent for any period during the term hereof which is for less than one full calendar month shall be prorated based upon the actual number of days of said month. Payment of Rent shall be made to Lessor at its address stated herein or to such other persons or place as Lessor may from time to time designate in writing. Acceptance of a payment which is less than the amount then due shall not be a waiver of Lessor's rights to the balance of such Rent, regardless of Lessor's endorsement of any check so stating. In the event that any check, draft, or other instrument of payment given by Lessee to Lessor is dishonored for any reason, Lessee agrees to pay to Lessor the sum of $25 in addition to any Late Charge and Lessor, at its option, may require all future Rent be paid by cashier's check. Payments will be applied first to accrued late charges and attorney's fees, second to accrued interest, then to Base Rent, Insurance and Real Property Taxes, and any remaining amount to any other outstanding charges or costs.

4.3 **Association Fees.** In addition to the Base Rent, Lessee shall pay to Lessor each month an amount equal to any owner's association or condominium fees levied or assessed against the Premises. Said monies shall be paid at the same time and in the same manner as the Base Rent.

5. Security Deposit. Lessee shall deposit with Lessor upon execution hereof the Security Deposit as security for Lessee's faithful performance of its obligations under this Lease. If Lessee fails to pay Rent, or otherwise Defaults under this Lease, Lessor may use, apply or retain all or any portion of said Security Deposit for the payment of any amount already due Lessor, for Rents which will be due in the future, and/ or to reimburse or compensate Lessor for any liability, expense, loss or damage which Lessor may suffer or incur by reason thereof. If Lessor uses or applies all or any portion of the Security Deposit, Lessee shall within 10 days after written request therefor deposit monies with Lessor sufficient to restore said Security Deposit to the full amount required by this Lease. If the Base Rent increases during the term of this Lease, Lessee shall, upon written request from Lessor, deposit additional monies with Lessor so that the total amount of the Security Deposit shall at all times bear the same proportion to the increased Base Rent as the initial Security Deposit bore to the initial Base Rent. Should the Agreed Use be amended to accommodate a material change in the business of Lessee or to accommodate a sublessee or assignee, Lessor shall have the right to increase the Security Deposit to the extent necessary, in Lessor's reasonable judgment, to account for any increased wear and tear that the Premises may suffer as a result thereof. If a change in control of Lessee occurs during this Lease and following such change the financial condition of Lessee is, in Lessor's reasonable judgment, significantly reduced, Lessee shall deposit such additional monies with Lessor as shall be sufficient to cause the Security Deposit to be at a commercially reasonable level based on such change in financial condition. Lessor shall not be required to keep the Security Deposit separate from its general accounts. Within 90 days after the expiration or termination of this Lease, Lessor shall return that portion of the Security Deposit not used or applied by Lessor. Lessor shall upon written request provide Lessee with an accounting showing how that portion of the Security Deposit that was not returned was applied. No part of the Security Deposit shall be considered to be held in trust, to bear interest or to be prepayment for any monies to be paid by Lessee under this Lease. THE SECURITY DEPOSIT SHALL NOT BE USED BY LESSEE IN LIEU OF PAYMENT OF THE LAST MONTH'S RENT.

6. Use.

6.1 **Use.** Lessee shall use and occupy the Premises only for the Agreed Use, or any other legal use which is reasonably comparable thereto, and for no other purpose. Lessee shall not use or permit the use of the Premises in a manner that is unlawful, creates damage, waste or a nuisance, or that disturbs occupants of or causes damage to neighboring premises or properties. Other than guide, signal and seeing eye dogs, Lessee shall not keep or allow in the Premises any pets, animals, birds, fish, or reptiles. Lessor shall not unreasonably withhold or delay its consent to any written request for a modification of the Agreed Use, so long as the same will not impair the structural integrity of the improvements on the Premises or the mechanical or electrical systems therein, and/or is not significantly more burdensome to the Premises. If Lessor elects to withhold consent, Lessor shall within 7 days after such request give written notification of same, which notice shall include an explanation of Lessor's objections to the change in the Agreed Use.

6.2 **Hazardous Substances.**

(a) **Reportable Uses Require Consent.** The term "**Hazardous Substance**" as used in this Lease shall mean any product, substance, or waste whose presence, use, manufacture, disposal, transportation, or release, either by itself or in combination with other materials expected to be on the Premises, is either: (i) potentially injurious to the public health, safety or welfare, the environment or the Premises, (ii) regulated or monitored by any governmental authority, or (iii) a basis for potential liability of Lessor to any governmental agency or third party under any applicable statute or common law theory. Hazardous Substances shall include, but not be limited to, hydrocarbons, petroleum, gasoline, and/or crude oil or any products, by-products or fractions thereof. Lessee shall not engage in any activity in or on the Premises which constitutes a Reportable Use of Hazardous Substances without the express prior written consent of Lessor and timely compliance (at Lessee's expense) with all Applicable Requirements. "**Reportable Use**" shall mean (i) the installation or use of any above or below ground storage tank, (ii) the generation, possession, storage, use, transportation, or disposal of a Hazardous Substance that requires a permit from, or with respect to which a report, notice, registration or business plan is required to be filed with, any governmental authority, and/or (iii) the presence at the Premises of a Hazardous Substance with respect to which any Applicable Requirements requires that a notice be given to persons entering or occupying the Premises or neighboring properties. Notwithstanding the foregoing, Lessee may use any ordinary and customary materials reasonably required to be used in the normal course of the Agreed Use, ordinary office supplies (copier toner, liquid paper, glue, etc.) and common household cleaning materials, so long as such use is in compliance with all Applicable Requirements, is not a Reportable Use, and does not expose the Premises or neighboring property to any meaningful risk of contamination or damage or expose Lessor to any liability therefor. In addition,

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Lessor may condition its consent to any Reportable Use upon receiving such additional assurances as Lessor reasonably deems necessary to protect itself, the public, the Premises and/or the environment against damage, contamination, injury and/or liability, including, but not limited to, the installation (and removal on or before Lease expiration or termination) of protective modifications (such as concrete encasements) and/or increasing the Security Deposit.

(b) **Duty to Inform Lessor**. If Lessee knows, or has reasonable cause to believe, that a Hazardous Substance has come to be located in, on, under or about the Premises, other than as previously consented to by Lessor, Lessee shall immediately give written notice of such fact to Lessor, and provide Lessor with a copy of any report, notice, claim or other documentation which it has concerning the presence of such Hazardous Substance.

(c) **Lessee Remediation**. Lessee shall not cause or permit any Hazardous Substance to be spilled or released in, on, under, or about the Premises (including through the plumbing or sanitary sewer system) and shall promptly, at Lessee's expense, comply with all Applicable Requirements and take all investigatory and/or remedial action reasonably recommended, whether or not formally ordered or required, for the cleanup of any contamination of, and for the maintenance, security and/or monitoring of the Premises or neighboring properties, that was caused or materially contributed to by Lessee, or pertaining to or involving any Hazardous Substance brought onto the Premises during the term of this Lease, by or for Lessee, or any third party.

(d) **Lessee Indemnification**. Lessee shall indemnify, defend and hold Lessor, its agents, employees, lenders and ground lessor, if any, harmless from and against any and all loss of rents and/or damages, liabilities, judgments, claims, expenses, penalties, and attorneys' and consultants' fees arising out of or involving any Hazardous Substance brought onto the Premises by or for Lessee, or any third party (provided, however, that Lessee shall have no liability under this Lease with respect to underground migration of any Hazardous Substance under the Premises from adjacent properties not caused or contributed to by Lessee). Lessee's obligations shall include, but not be limited to, the effects of any contamination or injury to person, property or the environment created or suffered by Lessee, and the cost of investigation, removal, remediation, restoration and/or abatement, and shall survive the expiration or termination of this Lease. **No termination, cancellation or release agreement entered into by Lessor and Lessee shall release Lessee from its obligations under this Lease with respect to Hazardous Substances, unless specifically so agreed by Lessor in writing at the time of such agreement.**

(e) **Lessor Indemnification**. Except as otherwise provided in paragraph 8.7, Lessor and its successors and assigns shall indemnify, defend, reimburse and hold Lessee, its employees and lenders, harmless from and against any and all environmental damages, including the cost of remediation, which result from Hazardous Substances which existed on the Premises prior to Lessee's occupancy or which are caused by the gross negligence or willful misconduct of Lessor, its agents or employees. Lessor's obligations, as and when required by the Applicable Requirements, shall include, but not be limited to, the cost of investigation, removal, remediation, restoration and/or abatement, and shall survive the expiration or termination of this Lease.

(f) **Investigations and Remediations**. Lessor shall retain the responsibility and pay for any investigations or remediation measures required by governmental entities having jurisdiction with respect to the existence of Hazardous Substances on the Premises prior to Lessee's occupancy, unless such remediation measure is required as a result of Lessee's use (including "Alterations", as defined in paragraph 7.3(a) below) of the Premises, in which event Lessee shall be responsible for such payment. Lessee shall cooperate fully in any such activities at the request of Lessor, including allowing Lessor and Lessor's agents to have reasonable access to the Premises at reasonable times in order to carry out Lessor's investigative and remedial responsibilities.

(g) **Lessor Termination Option**. If a Hazardous Substance Condition (see Paragraph 9.1(e)) occurs during the term of this Lease, unless Lessee is legally responsible therefor (in which case Lessee shall make the investigation and remediation thereof required by the Applicable Requirements and this Lease shall continue in full force and effect, but subject to Lessor's rights under Paragraph 6.2(d) and Paragraph 13), Lessor may, at Lessor's option, either (i) investigate and remediate such Hazardous Substance Condition, if required, as soon as reasonably possible at Lessor's expense, in which event this Lease shall continue in full force and effect, or (ii) if the estimated cost to remediate such condition exceeds 12 times the then monthly Base Rent or $100,000, whichever is greater, give written notice to Lessee, within 30 days after receipt by Lessor of knowledge of the occurrence of such Hazardous Substance Condition, of Lessor's desire to terminate this Lease as of the date 60 days following the date of such notice. In the event Lessor elects to give a termination notice, Lessee may, within 10 days thereafter, give written notice to Lessor of Lessee's commitment to pay the amount by which the cost of the remediation of such Hazardous Substance Condition exceeds an amount equal to 12 times the then monthly Base Rent or $100,000, whichever is greater. Lessee shall provide Lessor with said funds or satisfactory assurance thereof within 30 days following such commitment. In such event, this Lease shall continue in full force and effect, and Lessor shall proceed to make such remediation as soon as reasonably possible after the required funds are available. If Lessee does not give such notice and provide the required funds or assurance thereof within the time provided, this Lease shall terminate as of the date specified in Lessor's notice of termination.

6.3 **Lessee's Compliance with Applicable Requirements**. Except as otherwise provided in this Lease, Lessee shall, at Lessee's sole expense, fully, diligently and in a timely manner, materially comply with all Applicable Requirements, the requirements of any applicable fire insurance underwriter or rating bureau, and the recommendations of Lessor's engineers and/or consultants which relate in any manner to the Premises, without regard to whether said Applicable Requirements are now in effect or become effective after the Start Date. Lessee shall, within 10 days after receipt of Lessor's written request, provide Lessor with copies of all permits and other documents, and other information evidencing Lessee's compliance with any Applicable Requirements specified by Lessor, and shall immediately upon receipt, notify Lessor in writing (with copies of any documents involved) of any threatened or actual claim, notice, citation, warning, complaint or report pertaining to or involving the failure of Lessee or the Premises to comply with any Applicable Requirements. Likewise, Lessee shall immediately give written notice to Lessor of: (i) any water damage to the Premises and any suspected seepage, pooling, dampness or other condition conducive to the production of mold; or (ii) any mustiness or other odors that might indicate the presence of mold in the Premises. In addition, Lessee shall provide copies of all relevant material safety data sheets (**MSDS**) to Lessor within 10 days of the receipt of a written request therefor. In addition, Lessee shall provide Lessor with copies of its business license, certificate of occupancy and/or any similar document within 10 days of the receipt of a written request therefor.

6.4 **Inspection; Compliance.** Lessor and Lessor's "**Lender**" (as defined in Paragraph 30) and consultants authorized by Lessor shall have the right to enter into Premises at any time in the case of an emergency, and otherwise at reasonable times after reasonable notice, for the purpose of inspecting and/or testing the condition of the Premises and/or for verifying compliance by Lessee with this Lease. The cost of any such inspections shall be paid by Lessor, unless a violation of Applicable Requirements, or a Hazardous Substance Condition (see paragraph 9.1(e)) is found to exist or be imminent, or the inspection is requested or ordered by a governmental authority. In such case, Lessee shall upon request reimburse Lessor for the cost of such inspection, so long as such inspection is reasonably related to the violation or contamination. In addition, Lessee shall provide copies of all relevant material safety data sheets (**MSDS**) to Lessor within 10 days of the receipt of a written request therefor. Lessee acknowledges that any failure on its part to allow such inspections or testing will expose Lessor to risks and potentially cause Lessor to incur costs not contemplated by this Lease, the extent of which will be extremely difficult to ascertain. Accordingly, should the Lessee fail to allow such inspections and/or testing in a timely fashion the Base Rent shall be automatically increased, without any requirement for notice to Lessee, by an amount equal to 10% of the then existing Base Rent or $100, whichever is greater for the remainder to the Lease. The Parties agree that such increase in Base Rent represents fair and reasonable compensation for the additional risk/costs that Lessor will incur by reason of Lessee's failure to allow such inspection and/or testing. Such increase in Base Rent shall in no event constitute a waiver of Lessee's Default or Breach with respect to such failure nor prevent the exercise of any of the other rights and remedies granted hereunder.

7. Maintenance; Repairs; Utility Installations; Trade Fixtures and Alterations.

7.1 **Lessee's Obligations.**

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(a) **In General**. Subject to the provisions of Paragraph 2.2 (Condition), 2.3 (Compliance), 6.3 (Lessee's Compliance with Applicable Requirements), 7.2 (Lessor's Obligations), 9 (Damage or Destruction), and 14 (Condemnation), Lessee shall, at Lessee's sole expense, keep the Premises, Utility Installations (intended for Lessee's exclusive use, no matter where located), and Alterations in good order, condition and repair (whether or not the portion of the Premises requiring repairs, or the means of repairing the same, are reasonably or readily accessible to Lessee, and whether or not the need for such repairs occurs as a result of Lessee's use, any prior use, the elements or the age of such portion of the Premises), including, but not limited to, all equipment or facilities, such as plumbing, HVAC equipment, electrical, lighting facilities, boilers, pressure vessels, fire protection system, fixtures, walls (interior and exterior), foundations, ceilings, roofs, roof drainage systems, floors, windows, doors, plate glass, skylights, landscaping, driveways, parking lots, fences, retaining walls, signs, sidewalks and parkways located in, on, or adjacent to the Premises. Lessee, in keeping the Premises in good order, condition and repair, shall exercise and perform good maintenance practices, specifically including the procurement and maintenance of the service contracts required by Paragraph 7.1(b) below. Lessee's obligations shall include restorations, replacements or renewals when necessary to keep the Premises and all improvements thereon or a part thereof in good order, condition and state of repair. Lessee shall, during the term of this Lease, keep the exterior appearance of the Building in a first-class condition (including, e.g. graffiti removal) consistent with the exterior appearance of other similar facilities of comparable age and size in the vicinity, including, when necessary, the exterior repainting of the Building.

(b) **Service Contracts**. Lessee shall, at Lessee's sole expense, procure and maintain contracts, with copies to Lessor, in customary form and substance for, and with contractors specializing and experienced in the maintenance of the following equipment and improvements, if any, if and when installed on the Premises: (i) HVAC equipment, (ii) boiler, and pressure vessels, (iii) fire extinguishing systems, including fire alarm and/or smoke detection, (iv) landscaping and irrigation systems, (v) roof covering and drains, and (vi) clarifiers. However, Lessor reserves the right, upon notice to Lessee, to procure and maintain any or all of such service contracts, and Lessee shall reimburse Lessor, upon demand, for the cost thereof.

(c) **Failure to Perform**. If Lessee fails to perform Lessee's obligations under this Paragraph 7.1, Lessor may enter upon the Premises after 10 days' prior written notice to Lessee (except in the case of an emergency, in which case no notice shall be required), perform such obligations on Lessee's behalf, and put the Premises in good order, condition and repair, and Lessee shall promptly pay to Lessor a sum equal to 115% of the cost thereof.

(d) **Replacement**. Subject to Lessee's indemnification of Lessor as set forth in Paragraph 8.7 below, and without relieving Lessee of liability resulting from Lessee's failure to exercise and perform good maintenance practices, if an item described in Paragraph 7.1(b) cannot be repaired other than at a cost which is in excess of 50% of the cost of replacing such item, then such item shall be replaced by Lessor, and the cost thereof shall be prorated between the Parties and Lessee shall only be obligated to pay, each month during the remainder of the term of this Lease or any extension thereof, on the date on which Base Rent is due, an amount equal to the product of multiplying the cost of such replacement by a fraction, the numerator of which is one, and the denominator of which is 144 (i.e. 1/144th of the cost per month). Lessee shall pay Interest on the unamortized balance but may prepay its obligation at any time.

7.2 **Lessor's Obligations**. Subject to the provisions of Paragraphs 2.2 (Condition), 2.3 (Compliance), 9 (Damage or Destruction) and 14 (Condemnation), it is intended by the Parties hereto that Lessor have no obligation, in any manner whatsoever, to repair and maintain the Premises, or the equipment therein, all of which obligations are intended to be that of the Lessee. It is the intention of the Parties that the terms of this Lease govern the respective obligations of the Parties as to maintenance and repair of the Premises.

7.3 **Utility Installations; Trade Fixtures; Alterations**.

(a) **Definitions**. The term "**Utility Installations**" refers to all floor and window coverings, air and/or vacuum lines, power panels, electrical distribution, security and fire protection systems, communication cabling, lighting fixtures, HVAC equipment, plumbing, and fencing in or on the Premises. The term "**Trade Fixtures**" shall mean Lessee's machinery and equipment that can be removed without doing material damage to the Premises. The term "Alterations" shall mean any modification of the improvements, other than Utility Installations or Trade Fixtures, whether by addition or deletion. "**Lessee Owned Alterations and/or Utility Installations**" are defined as Alterations and/or Utility Installations made by Lessee that are not yet owned by Lessor pursuant to Paragraph 7.4(a).

(b) **Consent**. Lessee shall not make any Alterations or Utility Installations to the Premises without Lessor's prior written consent. Lessee may, however, make non-structural Alterations or Utility Installations to the interior of the Premises (excluding the roof) without such consent but upon notice to Lessor, as long as they are not visible from the outside, do not involve puncturing, relocating or removing the roof or any existing walls, will not affect the electrical, plumbing, HVAC, and/or life safety systems, do not trigger the requirement for additional modifications and/or improvements to the Premises resulting from Applicable Requirements, such as compliance with Title 24, and the cumulative cost thereof during this Lease as extended does not exceed a sum equal to 3 month's Base Rent in the aggregate or a sum equal to one month's Base Rent in any one year. Notwithstanding the foregoing, Lessee shall not make or permit any roof penetrations and/or install anything on the roof without the prior written approval of Lessor. Lessor may, as a precondition to granting such approval, require Lessee to utilize a contractor chosen and/or approved by Lessor. Any Alterations or Utility Installations that Lessee shall desire to make and which require the consent of the Lessor shall be presented to Lessor in written form with detailed plans. Consent shall be deemed conditioned upon Lessee's: (i) acquiring all applicable governmental permits, (ii) furnishing Lessor with copies of both the permits and the plans and specifications prior to commencement of the work, and (iii) compliance with all conditions of said permits and other Applicable Requirements in a prompt and expeditious manner. Any Alterations or Utility Installations shall be performed in a workmanlike manner with good and sufficient materials. Lessee shall promptly upon completion furnish Lessor with as-built plans and specifications. For work which costs an amount in excess of one month's Base Rent, Lessor may condition its consent upon Lessee providing a lien and completion bond in an amount equal to 150% of the estimated cost of such Alteration or Utility Installation and/or upon Lessee's posting an additional Security Deposit with Lessor.

(c) **Liens; Bonds**. Lessee shall pay, when due, all claims for labor or materials furnished or alleged to have been furnished to or for Lessee at or for use on the Premises, which claims are or may be secured by any mechanic's or materialmen's lien against the Premises or any interest therein. Lessee shall give Lessor not less than 10 days notice prior to the commencement of any work in, on or about the Premises, and Lessor shall have the right to post notices of non-responsibility. If Lessee shall contest the validity of any such lien, claim or demand, then Lessee shall, at its sole expense defend and protect itself, Lessor and the Premises against the same and shall pay and satisfy any such adverse judgment that may be rendered thereon before the enforcement thereof. If Lessor shall require, Lessee shall furnish a surety bond in an amount equal to 150% of the amount of such contested lien, claim or demand, indemnifying Lessor against liability for the same. If Lessor elects to participate in any such action, Lessee shall pay Lessor's attorneys' fees and costs.

7.4 **Ownership; Removal; Surrender; and Restoration**.

(a) **Ownership**. Subject to Lessor's right to require removal or elect ownership as hereinafter provided, all Alterations and Utility Installations made by Lessee shall be the property of Lessee, but considered a part of the Premises. Lessor may, at any time, elect in writing to be the owner of all or any specified part of the Lessee Owned Alterations and Utility Installations. Unless otherwise instructed per paragraph 7.4(b) hereof, all Lessee Owned Alterations and Utility Installations shall, at the expiration or termination of this Lease, become the property of Lessor and be surrendered by Lessee with the Premises.

(b) **Removal**. By delivery to Lessee of written notice from Lessor not earlier than 90 and not later than 30 days prior to the end of the term of this Lease, Lessor may require that any or all Lessee Owned Alterations or Utility Installations be removed by the expiration or termination of this Lease. Lessor may require the removal at any time of all or any part of any Lessee Owned Alterations or Utility Installations made without the required consent.

(c) **Surrender; Restoration**. Lessee shall surrender the Premises by the Expiration Date or any earlier termination date, with all of the improvements, parts and surfaces thereof broom clean and free of debris, and in good operating order, condition and state of repair, ordinary wear and tear excepted. "Ordinary

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wear and tear" shall not include any damage or deterioration that would have been prevented by good maintenance practice. Notwithstanding the foregoing and the provisions of Paragraph 7.1(a), if the Lessee occupies the Premises for 12 months or less, then Lessee shall surrender the Premises in the same condition as delivered to Lessee on the Start Date with NO allowance for ordinary wear and tear. Lessee shall repair any damage occasioned by the installation, maintenance or removal of Trade Fixtures, Lessee owned Alterations and/or Utility Installations, furnishings, and equipment as well as the removal of any storage tank installed by or for Lessee. Lessee shall also completely remove from the Premises any and all Hazardous Substances brought onto the Premises by or for Lessee, or any third party (except Hazardous Substances which were deposited via underground migration from areas outside of the Premises) to the level specified in Applicable Requirements. Trade Fixtures shall remain the property of Lessee and shall be removed by Lessee. Any personal property of Lessee not removed on or before the Expiration Date or any earlier termination date shall be deemed to have been abandoned by Lessee and may be disposed of or retained by Lessor as Lessor may desire. The failure by Lessee to timely vacate the Premises pursuant to this Paragraph 7.4(c) without the express written consent of Lessor shall constitute a holdover under the provisions of Paragraph 26 below.

8. Insurance; Indemnity.

8.1 **Payment For Insurance**. Lessee shall pay for all insurance required under Paragraph 8 except to the extent of the cost attributable to liability insurance carried by Lessor under Paragraph 8.2(b) in excess of $2,000,000 per occurrence. Premiums for policy periods commencing prior to or extending beyond the Lease term shall be prorated to correspond to the Lease term. Payment shall be made by Lessee to Lessor within 10 days following receipt of an invoice.

8.2 **Liability Insurance**.

(a) **Carried by Lessee**. Lessee shall obtain and keep in force a Commercial General Liability policy of insurance protecting Lessee and Lessor as an additional insured against claims for bodily injury, personal injury and property damage based upon or arising out of the ownership, use, occupancy or maintenance of the Premises and all areas appurtenant thereto. Such insurance shall be on an occurrence basis providing single limit coverage in an amount not less than $1,000,000 per occurrence with an annual aggregate of not less than $2,000,000. Lessee shall add Lessor as an additional insured by means of an endorsement at least as broad as the Insurance Service Organization's "Additional Insured-Managers or Lessors of Premises" Endorsement. The policy shall not contain any intra-insured exclusions as between insured persons or organizations, but shall include coverage for liability assumed under this Lease as an "**insured contract**" for the performance of Lessee's indemnity obligations under this Lease. The limits of said insurance shall not, however, limit the liability of Lessee nor relieve Lessee of any obligation hereunder. Lessee shall provide an endorsement on its liability policy(ies) which provides that its insurance shall be primary to and not contributory with any similar insurance carried by Lessor, whose insurance shall be considered excess insurance only.

(b) **Carried by Lessor**. Lessor shall maintain liability insurance as described in Paragraph 8.2(a), in addition to, and not in lieu of, the insurance required to be maintained by Lessee. Lessee shall not be named as an additional insured therein.

8.3 **Property Insurance - Building, Improvements and Rental Value**.

(a) **Building and Improvements**. The Insuring Party shall obtain and keep in force a policy or policies in the name of Lessor, with loss payable to Lessor, any ground-lessor, and to any Lender insuring loss or damage to the Premises. The amount of such insurance shall be equal to the full insurable replacement cost of the Premises, as the same shall exist from time to time, or the amount required by any Lender, but in no event more than the commercially reasonable and available insurable value thereof. Lessee Owned Alterations and Utility Installations, Trade Fixtures, and Lessee's personal property shall be insured by Lessee not by Lessor. If the coverage is available and commercially appropriate, such policy or policies shall insure against all risks of direct physical loss or damage (except the perils of flood and/or earthquake unless required by a Lender), including coverage for debris removal and the enforcement of any Applicable Requirements requiring the upgrading, demolition, reconstruction or replacement of any portion of the Premises as the result of a covered loss. Said policy or policies shall also contain an agreed valuation provision in lieu of any coinsurance clause, waiver of subrogation, and inflation guard protection causing an increase in the annual property insurance coverage amount by a factor of not less than the adjusted U.S. Department of Labor Consumer Price Index for All Urban Consumers for the city nearest to where the Premises are located. If such insurance coverage has a deductible clause, the deductible amount shall not exceed $5,000 per occurrence, and Lessee shall be liable for such deductible amount in the event of an Insured Loss.

(b) **Rental Value**. The Insuring Party shall obtain and keep in force a policy or policies in the name of Lessor with loss payable to Lessor and any Lender, insuring the loss of the full Rent for one year with an extended period of indemnity for an additional 180 days ("Rental Value insurance"). Said insurance shall contain an agreed valuation provision in lieu of any coinsurance clause, and the amount of coverage shall be adjusted annually to reflect the projected Rent otherwise payable by Lessee, for the next 12 month period. Lessee shall be liable for any deductible amount in the event of such loss.

(c) **Adjacent Premises**. If the Premises are part of a larger building, or of a group of buildings owned by Lessor which are adjacent to the Premises, the Lessee shall pay for any increase in the premiums for the property insurance of such building or buildings if said increase is caused by Lessee's acts, omissions, use or occupancy of the Premises.

8.4 **Lessee's Property; Business Interruption Insurance; Worker's Compensation Insurance**.

(a) **Property Damage**. Lessee shall obtain and maintain insurance coverage on all of Lessee's personal property, Trade Fixtures, and Lessee Owned Alterations and Utility Installations. Such insurance shall be full replacement cost coverage with a deductible of not to exceed $1,000 per occurrence. The proceeds from any such insurance shall be used by Lessee for the replacement of personal property, Trade Fixtures and Lessee Owned Alterations and Utility Installations.

(b) **Business Interruption**. Lessee shall obtain and maintain loss of income and extra expense insurance in amounts as will reimburse Lessee for direct or indirect loss of earnings attributable to all perils commonly insured against by prudent lessees in the business of Lessee or attributable to prevention of access to the Premises as a result of such perils.

(c) **Worker's Compensation Insurance**. Lessee shall obtain and maintain Worker's Compensation Insurance in such amount as may be required by Applicable Requirements. Such policy shall include a 'Waiver of Subrogation' endorsement. Lessee shall provide Lessor with a copy of such endorsement along with the certificate of insurance or copy of the policy required by paragraph 8.5.

(d) **No Representation of Adequate Coverage**. Lessor makes no representation that the limits or forms of coverage of insurance specified herein are adequate to cover Lessee's property, business operations or obligations under this Lease.

8.5 **Insurance Policies**. Insurance required herein shall be by companies maintaining during the policy term a "General Policyholders Rating" of at least A-, VII, as set forth in the most current issue of "Best's Insurance Guide", or such other rating as may be required by a Lender. Lessee shall not do or permit to be done anything which invalidates the required insurance policies. Lessee shall, prior to the Start Date, deliver to Lessor certified copies of policies of such insurance or certificates with copies of the required endorsements evidencing the existence and amounts of the required insurance. No such policy shall be cancelable or subject to modification except after 30 days prior written notice to Lessor. Lessee shall, at least 10 days prior to the expiration of such policies, furnish Lessor with evidence of renewals or "insurance binders" evidencing renewal thereof, or Lessor may increase his liability insurance coverage and charge the cost thereof to Lessee, which amount shall be payable by Lessee to Lessor upon demand. Such policies shall be for a term of at least one year, or the length of the remaining term of this Lease, whichever is less. If either Party shall fail to procure and maintain the insurance required to be carried by it, the other Party may, but shall not be required to, procure and maintain the same.

8.6 **Waiver of Subrogation**. Without affecting any other rights or remedies, Lessee and Lessor each hereby release and relieve the other, and waive their entire

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right to recover damages against the other, for loss of or damage to its property arising out of or incident to the perils required to be insured against herein. The effect of such releases and waivers is not limited by the amount of insurance carried or required, or by any deductibles applicable hereto. The Parties agree to have their respective property damage insurance carriers waive any right to subrogation that such companies may have against Lessor or Lessee, as the case may be, so long as the insurance is not invalidated thereby.

8.7 **Indemnity**. Except for Lessor's gross negligence or willful misconduct, Lessee shall indemnify, protect, defend and hold harmless the Premises, Lessor and its agents, Lessor's master or ground lessor, partners and Lenders, from and against any and all claims, loss of rents and/or damages, liens, judgments, penalties, attorneys' and consultants' fees, expenses and/or liabilities arising out of, involving, or in connection with, a Breach of the Lease by Lessee and/or the use and/or occupancy of the Premises and/or Project by Lessee and/or by Lessee's employees, contractors or invitees. If any action or proceeding is brought against Lessor by reason of any of the foregoing matters, Lessee shall upon notice defend the same at Lessee's expense by counsel reasonably satisfactory to Lessor and Lessor shall cooperate with Lessee in such defense. Lessor need not have first paid any such claim in order to be defended or indemnified.

8.8 **Exemption of Lessor and its Agents from Liability**. Notwithstanding the negligence or breach of this Lease by Lessor or its agents, neither Lessor nor its agents shall be liable under any circumstances for: (i) injury or damage to the person or goods, wares, merchandise or other property of Lessee, Lessee's employees, contractors, invitees, customers, or any other person in or about the Premises, whether such damage or injury is caused by or results from fire, steam, electricity, gas, water or rain, indoor air quality, the presence of mold or from the breakage, leakage, obstruction or other defects of pipes, fire sprinklers, wires, appliances, plumbing, HVAC or lighting fixtures, or from any other cause, whether the said injury or damage results from conditions arising upon the Premises or upon other portions of the building of which the Premises are a part, or from other sources or places, (ii) any damages arising from any act or neglect of any other tenant of Lessor or from the failure of Lessor or its agents to enforce the provisions of any other lease in the Project, or (iii) injury to Lessee's business or for any loss of income or profit therefrom. Instead, it is intended that Lessee's sole recourse in the event of such damages or injury be to file a claim on the insurance policy(ies) that Lessee is required to maintain pursuant to the provisions of paragraph 8.

8.9 **Failure to Provide Insurance**. Lessee acknowledges that any failure on its part to obtain or maintain the insurance required herein will expose Lessor to risks and potentially cause Lessor to incur costs not contemplated by this Lease, the extent of which will be extremely difficult to ascertain. Accordingly, for any month or portion thereof that Lessee does not maintain the required insurance and/or does not provide Lessor with the required binders or certificates evidencing the existence of the required insurance, the Base Rent shall be automatically increased, without any requirement for notice to Lessee, by an amount equal to 10% of the then existing Base Rent or $100, whichever is greater. The parties agree that such increase in Base Rent represents fair and reasonable compensation for the additional risk/costs that Lessor will incur by reason of Lessee's failure to maintain the required insurance. Such increase in Base Rent shall in no event constitute a waiver of Lessee's Default or Breach with respect to the failure to maintain such insurance, prevent the exercise of any of the other rights and remedies granted hereunder, nor relieve Lessee of its obligation to maintain the insurance specified in this Lease.

9. Damage or Destruction.

9.1 **Definitions**.

(a) "**Premises Partial Damage**" shall mean damage or destruction to the improvements on the Premises, other than Lessee Owned Alterations and Utility Installations, which can reasonably be repaired in 6 months or less from the date of the damage or destruction. Lessor shall notify Lessee in writing within 30 days from the date of the damage or destruction as to whether or not the damage is Partial or Total.

(b) "**Premises Total Destruction**" shall mean damage or destruction to the Premises, other than Lessee Owned Alterations and Utility Installations and Trade Fixtures, which cannot reasonably be repaired in 6 months or less from the date of the damage or destruction. Lessor shall notify Lessee in writing within 30 days from the date of the damage or destruction as to whether or not the damage is Partial or Total.

(c) "**Insured Loss**" shall mean damage or destruction to improvements on the Premises, other than Lessee Owned Alterations and Utility Installations and Trade Fixtures, which was caused by an event required to be covered by the insurance described in Paragraph 8.3(a), irrespective of any deductible amounts or coverage limits involved.

(d) "**Replacement Cost**" shall mean the cost to repair or rebuild the improvements owned by Lessor at the time of the occurrence to their condition existing immediately prior thereto, including demolition, debris removal and upgrading required by the operation of Applicable Requirements, and without deduction for depreciation.

(e) "**Hazardous Substance Condition**" shall mean the occurrence or discovery of a condition involving the presence of, or a contamination by, a Hazardous Substance, in, on, or under the Premises which requires restoration.

9.2 **Partial Damage - Insured Loss**. If a Premises Partial Damage that is an Insured Loss occurs, then Lessor shall, at Lessor's expense, repair such damage (but not Lessee's Trade Fixtures or Lessee Owned Alterations and Utility Installations) as soon as reasonably possible and this Lease shall continue in full force and effect; provided, however, that Lessee shall, at Lessor's election, make the repair of any damage or destruction the total cost to repair of which is $10,000 or less, and, in such event, Lessor shall make any applicable insurance proceeds available to Lessee on a reasonable basis for that purpose. Notwithstanding the foregoing, if the required insurance was not in force or the insurance proceeds are not sufficient to effect such repair, the Insuring Party shall promptly contribute the shortage in proceeds (except as to the deductible which is Lessee's responsibility) as and when required to complete said repairs. In the event, however, such shortage was due to the fact that, by reason of the unique nature of the improvements, full replacement cost insurance coverage was not commercially reasonable and available, Lessor shall have no obligation to pay for the shortage in insurance proceeds or to fully restore the unique aspects of the Premises unless Lessee provides Lessor with the funds to cover same, or adequate assurance thereof, within 10 days following receipt of written notice of such shortage and request therefor. If Lessor receives said funds or adequate assurance thereof within said 10 day period, the party responsible for making the repairs shall complete them as soon as reasonably possible and this Lease shall remain in full force and effect. If such funds or assurance are not received, Lessor may nevertheless elect by written notice to Lessee within 10 days thereafter to: (i) make such restoration and repair as is commercially reasonable with Lessor paying any shortage in proceeds, in which case this Lease shall remain in full force and effect, or (ii) have this Lease terminate 30 days thereafter. Lessee shall not be entitled to reimbursement of any funds contributed by Lessee to repair any such damage or destruction. Premises Partial Damage due to flood or earthquake shall be subject to Paragraph 9.3, notwithstanding that there may be some insurance coverage, but the net proceeds of any such insurance shall be made available for the repairs if made by either Party.

9.3 **Partial Damage - Uninsured Loss**. If a Premises Partial Damage that is not an Insured Loss occurs, unless caused by a negligent or willful act of Lessee (in which event Lessee shall make the repairs at Lessee's expense), Lessor may either: (i) repair such damage as soon as reasonably possible at Lessor's expense, in which event this Lease shall continue in full force and effect, or (ii) terminate this Lease by giving written notice to Lessee within 30 days after receipt by Lessor of knowledge of the occurrence of such damage. Such termination shall be effective 60 days following the date of such notice. In the event Lessor elects to terminate this Lease, Lessee shall have the right within 10 days after receipt of the termination notice to give written notice to Lessor of Lessee's commitment to pay for the repair of such damage without reimbursement from Lessor. Lessee shall provide Lessor with said funds or satisfactory assurance thereof within 30 days after making such commitment. In such event this Lease shall continue in full force and effect, and Lessor shall proceed to make such repairs as soon as reasonably possible after the required funds are available. If Lessee does not make the required commitment, this Lease shall terminate as of the date specified in the termination notice.

9.4 **Total Destruction**. Notwithstanding any other provision hereof, if a Premises Total Destruction occurs, this Lease shall terminate 60 days following such

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Destruction. If the damage or destruction was caused by the gross negligence or willful misconduct of Lessee, Lessor shall have the right to recover Lessor's damages from Lessee, except as provided in Paragraph 8.6.

9.5 **Damage Near End of Term**. If at any time during the last 6 months of this Lease there is damage for which the cost to repair exceeds one month's Base Rent, whether or not an Insured Loss, Lessor may terminate this Lease effective 60 days following the date of occurrence of such damage by giving a written termination notice to Lessee within 30 days after the date of occurrence of such damage. Notwithstanding the foregoing, if Lessee at that time has an exercisable option to extend this Lease or to purchase the Premises, then Lessee may preserve this Lease by, (a) exercising such option and (b) providing Lessor with any shortage in insurance proceeds (or adequate assurance thereof) needed to make the repairs on or before the earlier of (i) the date which is 10 days after Lessee's receipt of Lessor's written notice purporting to terminate this Lease, or (ii) the day prior to the date upon which such option expires. If Lessee duly exercises such option during such period and provides Lessor with funds (or adequate assurance thereof) to cover any shortage in insurance proceeds, Lessor shall, at Lessor's commercially reasonable expense, repair such damage as soon as reasonably possible and this Lease shall continue in full force and effect. If Lessee fails to exercise such option and provide such funds or assurance during such period, then this Lease shall terminate on the date specified in the termination notice and Lessee's option shall be extinguished.

9.6 **Abatement of Rent; Lessee's Remedies**.

(a) **Abatement**. In the event of Premises Partial Damage or Premises Total Destruction or a Hazardous Substance Condition for which Lessee is not responsible under this Lease, the Rent payable by Lessee for the period required for the repair, remediation or restoration of such damage shall be abated in proportion to the degree to which Lessee's use of the Premises is impaired, but not to exceed the proceeds received from the Rental Value insurance. All other obligations of Lessee hereunder shall be performed by Lessee, and Lessor shall have no liability for any such damage, destruction, remediation, repair or restoration except as provided herein.

(b) **Remedies**. If Lessor is obligated to repair or restore the Premises and does not commence, in a substantial and meaningful way, such repair or restoration within 90 days after such obligation shall accrue, Lessee may, at any time prior to the commencement of such repair or restoration, give written notice to Lessor and to any Lenders of which Lessee has actual notice, of Lessee's election to terminate this Lease on a date not less than 60 days following the giving of such notice. If Lessee gives such notice and such repair or restoration is not commenced within 30 days thereafter, this Lease shall terminate as of the date specified in said notice. If the repair or restoration is commenced within such 30 days, this Lease shall continue in full force and effect. "Commence" shall mean either the unconditional authorization of the preparation of the required plans, or the beginning of the actual work on the Premises, whichever first occurs.

9.7 **Termination; Advance Payments**. Upon termination of this Lease pursuant to Paragraph 6.2(g) or Paragraph 9, an equitable adjustment shall be made concerning advance Base Rent and any other advance payments made by Lessee to Lessor. Lessor shall, in addition, return to Lessee so much of Lessee's Security Deposit as has not been, or is not then required to be, used by Lessor.

10. Real Property Taxes.

10.1 **Definition**. As used herein, the term "**Real Property Taxes**" shall include any form of assessment; real estate, general, special, ordinary or extraordinary, or rental levy or tax (other than inheritance, personal income or estate taxes); improvement bond; and/or license fee imposed upon or levied against any legal or equitable interest of Lessor in the Premises or the Project, Lessor's right to other income therefrom, and/or Lessor's business of leasing, by any authority having the direct or indirect power to tax and where the funds are generated with reference to the Building address. Real Property Taxes shall also include any tax, fee, levy, assessment or charge, or any increase therein: (i) imposed by reason of events occurring during the term of this Lease, including but not limited to, a change in the ownership of the Premises, and (ii) levied or assessed on machinery or equipment provided by Lessor to Lessee pursuant to this Lease.

10.2 **Payment of Taxes**. In addition to Base Rent, Lessee shall pay to Lessor an amount equal to the Real Property Tax installment due at least 20 days prior to the applicable delinquency date. If any such installment shall cover any period of time prior to or after the expiration or termination of this Lease, Lessee's share of such installment shall be prorated. In the event Lessee incurs a late charge on any Rent payment, Lessor may estimate the current Real Property Taxes, and require that such taxes be paid in advance to Lessor by Lessee monthly in advance with the payment of the Base Rent. Such monthly payments shall be an amount equal to the amount of the estimated installment of taxes divided by the number of months remaining before the month in which said installment becomes delinquent. When the actual amount of the applicable tax bill is known, the amount of such equal monthly advance payments shall be adjusted as required to provide the funds needed to pay the applicable taxes. If the amount collected by Lessor is insufficient to pay such Real Property Taxes when due, Lessee shall pay Lessor, upon demand, such additional sum as is necessary. Advance payments may be intermingled with other moneys of Lessor and shall not bear interest. In the event of a Breach by Lessee in the performance of its obligations under this Lease, then any such advance payments may be treated by Lessor as an additional Security Deposit.

10.3 **Joint Assessment**. If the Premises are not separately assessed, Lessee's liability shall be an equitable proportion of the Real Property Taxes for all of the land and improvements included within the tax parcel assessed, such proportion to be conclusively determined by Lessor from the respective valuations assigned in the assessor's work sheets or such other information as may be reasonably available.

10.4 **Personal Property Taxes**. Lessee shall pay, prior to delinquency, all taxes assessed against and levied upon Lessee Owned Alterations, Utility Installations, Trade Fixtures, furnishings, equipment and all personal property of Lessee. When possible, Lessee shall cause its Lessee Owned Alterations and Utility Installations, Trade Fixtures, furnishings, equipment and all other personal property to be assessed and billed separately from the real property of Lessor. If any of Lessee's said property shall be assessed with Lessor's real property, Lessee shall pay Lessor the taxes attributable to Lessee's property within 10 days after receipt of a written statement setting forth the taxes applicable to Lessee's property.

11. Utilities and Services.

11.1 Lessee shall pay for all water, gas, heat, light, power, telephone, trash disposal and other utilities and services supplied to the Premises, together with any taxes thereon. If any such services are not separately metered or billed to Lessee, Lessee shall pay a reasonable proportion, to be determined by Lessor, of all charges jointly metered or billed. There shall be no abatement of rent and Lessor shall not be liable in any respect whatsoever for the inadequacy, stoppage, interruption or discontinuance of any utility or service due to riot, strike, labor dispute, breakdown, accident, repair or other cause beyond Lessor's reasonable control or in cooperation with governmental request or directions.

11.2 Within fifteen days of Lessor's written request, Lessee agrees to deliver to Lessor such information, documents and/or authorization as Lessor needs in order for Lessor to comply with new or existing Applicable Requirements relating to commercial building energy usage, ratings, and/or the reporting thereof.

12. Assignment and Subletting.

12.1 **Lessor's Consent Required**.

(a) Lessee shall not voluntarily or by operation of law assign, transfer, mortgage or encumber (collectively, "**assign or assignment**") or sublet all or any part of Lessee's interest in this Lease or in the Premises without Lessor's prior written consent.

(b) Unless Lessee is a corporation and its stock is publicly traded on a national stock exchange, a change in the control of Lessee shall constitute an assignment requiring consent. The transfer, on a cumulative basis, of 25% or more of the voting control of Lessee shall constitute a change in control for this purpose.

DS (c) The involvement of Lessee or its assets in any transaction, or series of transactions (by way of merger, sale, acquisition, financing, transfer, leveraged

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buy-out or otherwise), whether or not a formal assignment or hypothecation of this Lease or Lessee's assets occurs, which results or will result in a reduction of the Net Worth of Lessee by an amount greater than 25% of such Net Worth as it was represented at the time of the execution of this Lease or at the time of the most recent assignment to which Lessor has consented, or as it exists immediately prior to said transaction or transactions constituting such reduction, whichever was or is greater, shall be considered an assignment of this Lease to which Lessor may withhold its consent. "**Net Worth of Lessee**" shall mean the net worth of Lessee (excluding any guarantors) established under generally accepted accounting principles.

(d) An assignment or subletting without consent shall, at Lessor's option, be a Default curable after notice per Paragraph 13.1(d), or a noncurable Breach without the necessity of any notice and grace period. If Lessor elects to treat such unapproved assignment or subletting as a noncurable Breach, Lessor may either: (i) terminate this Lease, or (ii) upon 30 days written notice, increase the monthly Base Rent to 110% of the Base Rent then in effect. Further, in the event of such Breach and rental adjustment, (i) the purchase price of any option to purchase the Premises held by Lessee shall be subject to similar adjustment to 110% of the price previously in effect, and (ii) all fixed and non-fixed rental adjustments scheduled during the remainder of the Lease term shall be increased to 110% of the scheduled adjusted rent.

(e) Lessee's remedy for any breach of Paragraph 12.1 by Lessor shall be limited to compensatory damages and/or injunctive relief.

(f) Lessor may reasonably withhold consent to a proposed assignment or subletting if Lessee is in Default at the time consent is requested.

(g) Notwithstanding the foregoing, allowing a de minimis portion of the Premises, ie. 20 square feet or less, to be used by a third party vendor in connection with the installation of a vending machine or payphone shall not constitute a subletting.

12.2 **Terms and Conditions Applicable to Assignment and Subletting**.

(a) Regardless of Lessor's consent, no assignment or subletting shall : (i) be effective without the express written assumption by such assignee or sublessee of the obligations of Lessee under this Lease, (ii) release Lessee of any obligations hereunder, or (iii) alter the primary liability of Lessee for the payment of Rent or for the performance of any other obligations to be performed by Lessee.

(b) Lessor may accept Rent or performance of Lessee's obligations from any person other than Lessee pending approval or disapproval of an assignment. Neither a delay in the approval or disapproval of such assignment nor the acceptance of Rent or performance shall constitute a waiver or estoppel of Lessor's right to exercise its remedies for Lessee's Default or Breach.

(c) Lessor's consent to any assignment or subletting shall not constitute a consent to any subsequent assignment or subletting.

(d) In the event of any Default or Breach by Lessee, Lessor may proceed directly against Lessee, any Guarantors or anyone else responsible for the performance of Lessee's obligations under this Lease, including any assignee or sublessee, without first exhausting Lessor's remedies against any other person or entity responsible therefor to Lessor, or any security held by Lessor.

(e) Each request for consent to an assignment or subletting shall be in writing, accompanied by information relevant to Lessor's determination as to the financial and operational responsibility and appropriateness of the proposed assignee or sublessee, including but not limited to the intended use and/or required modification of the Premises, if any, together with a fee of $500 as consideration for Lessor's considering and processing said request. Lessee agrees to provide Lessor with such other or additional information and/or documentation as may be reasonably requested. (See also Paragraph 36)

(f) Any assignee of, or sublessee under, this Lease shall, by reason of accepting such assignment, entering into such sublease, or entering into possession of the Premises or any portion thereof, be deemed to have assumed and agreed to conform and comply with each and every term, covenant, condition and obligation herein to be observed or performed by Lessee during the term of said assignment or sublease, other than such obligations as are contrary to or inconsistent with provisions of an assignment or sublease to which Lessor has specifically consented to in writing.

(g) Lessor's consent to any assignment or subletting shall not transfer to the assignee or sublessee any Option granted to the original Lessee by this Lease unless such transfer is specifically consented to by Lessor in writing. (See Paragraph 39.2)

12.3 **Additional Terms and Conditions Applicable to Subletting**. The following terms and conditions shall apply to any subletting by Lessee of all or any part of the Premises and shall be deemed included in all subleases under this Lease whether or not expressly incorporated therein:

(a) Lessee hereby assigns and transfers to Lessor all of Lessee's interest in all Rent payable on any sublease, and Lessor may collect such Rent and apply same toward Lessee's obligations under this Lease; provided, however, that until a Breach shall occur in the performance of Lessee's obligations, Lessee may collect said Rent. In the event that the amount collected by Lessor exceeds Lessee's then outstanding obligations any such excess shall be refunded to Lessee. Lessor shall not, by reason of the foregoing or any assignment of such sublease, nor by reason of the collection of Rent, be deemed liable to the sublessee for any failure of Lessee to perform and comply with any of Lessee's obligations to such sublessee. Lessee hereby irrevocably authorizes and directs any such sublessee, upon receipt of a written notice from Lessor stating that a Breach exists in the performance of Lessee's obligations under this Lease, to pay to Lessor all Rent due and to become due under the sublease. Sublessee shall rely upon any such notice from Lessor and shall pay all Rents to Lessor without any obligation or right to inquire as to whether such Breach exists, notwithstanding any claim from Lessee to the contrary.

(b) In the event of a Breach by Lessee, Lessor may, at its option, require sublessee to attorn to Lessor, in which event Lessor shall undertake the obligations of the sublessor under such sublease from the time of the exercise of said option to the expiration of such sublease; provided, however, Lessor shall not be liable for any prepaid rents or security deposit paid by such sublessee to such sublessor or for any prior Defaults or Breaches of such sublessor.

(c) Any matter requiring the consent of the sublessor under a sublease shall also require the consent of Lessor.

(d) No sublessee shall further assign or sublet all or any part of the Premises without Lessor's prior written consent.

(e) Lessor shall deliver a copy of any notice of Default or Breach by Lessee to the sublessee, who shall have the right to cure the Default of Lessee within the grace period, if any, specified in such notice. The sublessee shall have a right of reimbursement and offset from and against Lessee for any such Defaults cured by the sublessee.

13. Default; Breach; Remedies.

13.1 **Default; Breach**. A "**Default**" is defined as a failure by the Lessee to comply with or perform any of the terms, covenants, conditions or Rules and Regulations under this Lease. A "**Breach**" is defined as the occurrence of one or more of the following Defaults, and the failure of Lessee to cure such Default within any applicable grace period:

(a) The abandonment of the Premises; the vacating of the Premises prior to the expiration or termination of this Lease without providing a commercially reasonable level of security, or where the coverage of the property insurance described in Paragraph 8.3 is jeopardized as a result thereof, or without providing reasonable assurances to minimize potential vandalism; or failure to deliver to Lessor exclusive possession of the entire Premises in accordance herewith prior to the expiration or termination of this Lease.

(b) The failure of Lessee to make any payment of Rent or any Security Deposit required to be made by Lessee hereunder, whether to Lessor or to a third party, when due, to provide reasonable evidence of insurance or surety bond, or to fulfill any obligation under this Lease which endangers or threatens life or property, where such failure continues for a period of 3 business days following written notice to Lessee. THE ACCEPTANCE BY LESSOR OF A PARTIAL PAYMENT OF RENT OR SECURITY DEPOSIT SHALL NOT CONSTITUTE A WAIVER OF ANY OF LESSOR'S RIGHTS, INCLUDING LESSOR'S RIGHT TO RECOVER POSSESSION OF THE PREMISES.

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(c) The failure of Lessee to allow Lessor and/or its agents access to the Premises or the commission of waste, act or acts constituting public or private nuisance, and/or an illegal activity on the Premises by Lessee, where such actions continue for a period of 3 business days following written notice to Lessee. In the event that Lessee commits waste, a nuisance or an illegal activity a second time then, the Lessor may elect to treat such conduct as a non-curable Breach rather than a Default.

(d) The failure by Lessee to provide (i) reasonable written evidence of compliance with Applicable Requirements, (ii) the service contracts, (iii) the rescission of an unauthorized assignment or subletting, (iv) an Estoppel Certificate or financial statements, (v) a requested subordination, (vi) evidence concerning any guaranty and/or Guarantor, (vii) any document requested under Paragraph 42, (viii) material safety data sheets (MSDS), or (ix) any other documentation or information which Lessor may reasonably require of Lessee under the terms of this Lease, where any such failure continues for a period of 10 days following written notice to Lessee.

(e) A Default by Lessee as to the terms, covenants, conditions or provisions of this Lease, or of the rules adopted under Paragraph 40 hereof, other than those described in subparagraphs 13.1(a), (b), (c) or (d), above, where such Default continues for a period of 30 days after written notice; provided, however, that if the nature of Lessee's Default is such that more than 30 days are reasonably required for its cure, then it shall not be deemed to be a Breach if Lessee commences such cure within said 30 day period and thereafter diligently prosecutes such cure to completion.

(f) The occurrence of any of the following events: (i) the making of any general arrangement or assignment for the benefit of creditors; (ii) becoming a "**debtor**" as defined in 11 U.S.C. § 101 or any successor statute thereto (unless, in the case of a petition filed against Lessee, the same is dismissed within 60 days); (iii) the appointment of a trustee or receiver to take possession of substantially all of Lessee's assets located at the Premises or of Lessee's interest in this Lease, where possession is not restored to Lessee within 30 days; or (iv) the attachment, execution or other judicial seizure of substantially all of Lessee's assets located at the Premises or of Lessee's interest in this Lease, where such seizure is not discharged within 30 days; provided, however, in the event that any provision of this subparagraph is contrary to any applicable law, such provision shall be of no force or effect, and not affect the validity of the remaining provisions.

(g) The discovery that any financial statement of Lessee or of any Guarantor given to Lessor was materially false.

(h) If the performance of Lessee's obligations under this Lease is guaranteed: (i) the death of a Guarantor, (ii) the termination of a Guarantor's liability with respect to this Lease other than in accordance with the terms of such guaranty, (iii) a Guarantor's becoming insolvent or the subject of a bankruptcy filing, (iv) a Guarantor's refusal to honor the guaranty, or (v) a Guarantor's breach of its guaranty obligation on an anticipatory basis, and Lessee's failure, within 60 days following written notice of any such event, to provide written alternative assurance or security, which, when coupled with the then existing resources of Lessee, equals or exceeds the combined financial resources of Lessee and the Guarantors that existed at the time of execution of this Lease.

13.2 **Remedies**. If Lessee fails to perform any of its affirmative duties or obligations, within 10 days after written notice (or in case of an emergency, without notice), Lessor may, at its option, perform such duty or obligation on Lessee's behalf, including but not limited to the obtaining of reasonably required bonds, insurance policies, or governmental licenses, permits or approvals. Lessee shall pay to Lessor an amount equal to 115% of the costs and expenses incurred by Lessor in such performance upon receipt of an invoice therefor. In the event of a Breach, Lessor may, with or without further notice or demand, and without limiting Lessor in the exercise of any right or remedy which Lessor may have by reason of such Breach:

(a) Terminate Lessee's right to possession of the Premises by any lawful means, in which case this Lease shall terminate and Lessee shall immediately surrender possession to Lessor. In such event Lessor shall be entitled to recover from Lessee: (i) the unpaid Rent which had been earned at the time of termination; (ii) the worth at the time of award of the amount by which the unpaid rent which would have been earned after termination until the time of award exceeds the amount of such rental loss that the Lessee proves could have been reasonably avoided; (iii) the worth at the time of award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of such rental loss that the Lessee proves could be reasonably avoided; and (iv) any other amount necessary to compensate Lessor for all the detriment proximately caused by the Lessee's failure to perform its obligations under this Lease or which in the ordinary course of things would be likely to result therefrom, including but not limited to the cost of recovering possession of the Premises, expenses of reletting, including necessary renovation and alteration of the Premises, reasonable attorneys' fees, and that portion of any leasing commission paid by Lessor in connection with this Lease applicable to the unexpired term of this Lease. The worth at the time of award of the amount referred to in provision (iii) of the immediately preceding sentence shall be computed by discounting such amount at the discount rate of the Federal Reserve Bank of the District within which the Premises are located at the time of award plus one percent. Efforts by Lessor to mitigate damages caused by Lessee's Breach of this Lease shall not waive Lessor's right to recover any damages to which Lessor is otherwise entitled. If termination of this Lease is obtained through the provisional remedy of unlawful detainer, Lessor shall have the right to recover in such proceeding any unpaid Rent and damages as are recoverable therein, or Lessor may reserve the right to recover all or any part thereof in a separate suit. If a notice and grace period required under Paragraph 13.1 was not previously given, a notice to pay rent or quit, or to perform or quit given to Lessee under the unlawful detainer statute shall also constitute the notice required by Paragraph 13.1. In such case, the applicable grace period required by Paragraph 13.1 and the unlawful detainer statute shall run concurrently, and the failure of Lessee to cure the Default within the greater of the two such grace periods shall constitute both an unlawful detainer and a Breach of this Lease entitling Lessor to the remedies provided for in this Lease and/or by said statute.

(b) Continue the Lease and Lessee's right to possession and recover the Rent as it becomes due, in which event Lessee may sublet or assign, subject only to reasonable limitations. Acts of maintenance, efforts to relet, and/or the appointment of a receiver to protect the Lessor's interests, shall not constitute a termination of the Lessee's right to possession.

(c) Pursue any other remedy now or hereafter available under the laws or judicial decisions of the state wherein the Premises are located. The expiration or termination of this Lease and/or the termination of Lessee's right to possession shall not relieve Lessee from liability under any indemnity provisions of this Lease as to matters occurring or accruing during the term hereof or by reason of Lessee's occupancy of the Premises.

13.3 **Inducement Recapture.** Any agreement for free or abated rent or other charges, the cost of tenant improvements for Lessee paid for or performed by Lessor, or for the giving or paying by Lessor to or for Lessee of any cash or other bonus, inducement or consideration for Lessee's entering into this Lease, all of which concessions are hereinafter referred to as "**Inducement Provisions**," shall be deemed conditioned upon Lessee's full and faithful performance of all of the terms, covenants and conditions of this Lease. Upon Breach of this Lease by Lessee, any such Inducement Provision shall automatically be deemed deleted from this Lease and of no further force or effect, and any rent, other charge, bonus, inducement or consideration theretofore abated, given or paid by Lessor under such an Inducement Provision shall be immediately due and payable by Lessee to Lessor, notwithstanding any subsequent cure of said Breach by Lessee. The acceptance by Lessor of rent or the cure of the Breach which initiated the operation of this paragraph shall not be deemed a waiver by Lessor of the provisions of this paragraph unless specifically so stated in writing by Lessor at the time of such acceptance.

13.4 **Late Charges**. Lessee hereby acknowledges that late payment by Lessee of Rent will cause Lessor to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges, and late charges which may be imposed upon Lessor by any Lender. Accordingly, if any Rent shall not be received by Lessor within 5 days after such amount shall be due, then, without any requirement for notice to Lessee, Lessee shall immediately pay to Lessor a one-time late charge equal to 10% of each such overdue amount or $100, whichever is greater. The Parties hereby agree that such late charge represents a fair and reasonable estimate of the costs Lessor will incur by reason of such late payment. Acceptance of such late charge by Lessor shall in no event constitute a waiver of Lessee's Default or Breach with respect to such overdue amount, nor prevent the

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exercise of any of the other rights and remedies granted hereunder. In the event that a late charge is payable hereunder, whether or not collected, for 3 consecutive installments of Base Rent, then notwithstanding any provision of this Lease to the contrary, Base Rent shall, at Lessor's option, become due and payable quarterly in advance.

13.5 **Interest**. Any monetary payment due Lessor hereunder, other than late charges, not received by Lessor, when due shall bear interest from the 31st day after it was due. The interest ("**Interest**") charged shall be computed at the rate of 10% per annum but shall not exceed the maximum rate allowed by law. Interest is payable in addition to the potential late charge provided for in Paragraph 13.4.

13.6 **Breach by Lessor.**

(a) **Notice of Breach**. Lessor shall not be deemed in breach of this Lease unless Lessor fails within a reasonable time to perform an obligation required to be performed by Lessor. For purposes of this Paragraph, a reasonable time shall in no event be less than 30 days after receipt by Lessor, and any Lender whose name and address shall have been furnished to Lessee in writing for such purpose, of written notice specifying wherein such obligation of Lessor has not been performed; provided, however, that if the nature of Lessor's obligation is such that more than 30 days are reasonably required for its performance, then Lessor shall not be in breach if performance is commenced within such 30 day period and thereafter diligently pursued to completion.

(b) **Performance by Lessee on Behalf of Lessor**. In the event that neither Lessor nor Lender cures said breach within 30 days after receipt of said notice, or if having commenced said cure they do not diligently pursue it to completion, then Lessee may elect to cure said breach at Lessee's expense and offset from Rent the actual and reasonable cost to perform such cure, provided however, that such offset shall not exceed an amount equal to the greater of one month's Base Rent or the Security Deposit, reserving Lessee's right to seek reimbursement from Lessor for any such expense in excess of such offset. Lessee shall document the cost of said cure and supply said documentation to Lessor.

14. Condemnation. If the Premises or any portion thereof are taken under the power of eminent domain or sold under the threat of the exercise of said power (collectively "**Condemnation**"), this Lease shall terminate as to the part taken as of the date the condemning authority takes title or possession, whichever first occurs. If more than 10% of the Building, or more than 25% of that portion of the Premises not occupied by any building, is taken by Condemnation, Lessee may, at Lessee's option, to be exercised in writing within 10 days after Lessor shall have given Lessee written notice of such taking (or in the absence of such notice, within 10 days after the condemning authority shall have taken possession) terminate this Lease as of the date the condemning authority takes such possession. If Lessee does not terminate this Lease in accordance with the foregoing, this Lease shall remain in full force and effect as to the portion of the Premises remaining, except that the Base Rent shall be reduced in proportion to the reduction in utility of the Premises caused by such Condemnation. Condemnation awards and/or payments shall be the property of Lessor, whether such award shall be made as compensation for diminution in value of the leasehold, the value of the part taken, or for severance damages; provided, however, that Lessee shall be entitled to any compensation paid by the condemnor for Lessee's relocation expenses, loss of business goodwill and/or Trade Fixtures, without regard to whether or not this Lease is terminated pursuant to the provisions of this Paragraph. All Alterations and Utility Installations made to the Premises by Lessee, for purposes of Condemnation only, shall be considered the property of the Lessee and Lessee shall be entitled to any and all compensation which is payable therefor. In the event that this Lease is not terminated by reason of the Condemnation, Lessor shall repair any damage to the Premises caused by such Condemnation.

15. Brokerage Fees.

15.1 **Additional Commission**. In addition to the payments owed pursuant to Paragraph 1.9 above, Lessor agrees that: (a) if Lessee exercises any Option, (b) if Lessee or anyone affiliated with Lessee acquires any rights to the Premises or other premises owned by Lessor and located within the same Project, if any, within which the Premises is located, (c) if Lessee remains in possession of the Premises, with the consent of Lessor, after the expiration of this Lease, or (d) if Base Rent is increased, whether by agreement or operation of an escalation clause herein, then, Lessor shall pay Brokers a fee in accordance with the fee schedule of the Brokers in effect at the time the Lease was executed. The provisions of this paragraph are intended to supersede the provisions of any earlier agreement to the contrary.

15.2 **Assumption of Obligations**. Any buyer or transferee of Lessor's interest in this Lease shall be deemed to have assumed Lessor's obligation hereunder. Brokers shall be third party beneficiaries of the provisions of Paragraphs 1.9, 15, 22 and 31. If Lessor fails to pay to Brokers any amounts due as and for brokerage fees pertaining to this Lease when due, then such amounts shall accrue Interest. In addition, if Lessor fails to pay any amounts to Lessee's Broker when due, Lessee's Broker may send written notice to Lessor and Lessee of such failure and if Lessor fails to pay such amounts within 10 days after said notice, Lessee shall pay said monies to its Broker and offset such amounts against Rent. In addition, Lessee's Broker shall be deemed to be a third party beneficiary of any commission agreement entered into by and/or between Lessor and Lessor's Broker for the limited purpose of collecting any brokerage fee owed.

15.3 **Representations and Indemnities of Broker Relationships**. Lessee and Lessor each represent and warrant to the other that it has had no dealings with any person, firm, broker, agent or finder (other than the Brokers and Agents, if any) in connection with this Lease, and that no one other than said named Brokers and Agents is entitled to any commission or finder's fee in connection herewith. Lessee and Lessor do each hereby agree to indemnify, protect, defend and hold the other harmless from and against liability for compensation or charges which may be claimed by any such unnamed broker, finder or other similar party by reason of any dealings or actions of the indemnifying Party, including any costs, expenses, attorneys' fees reasonably incurred with respect thereto.

16. Estoppel Certificates.

(a) Each Party (as "**Responding Party**") shall within 10 days after written notice from the other Party (the "**Requesting Party**") execute, acknowledge and deliver to the Requesting Party a statement in writing in form similar to the then most current "**Estoppel Certificate**" form published by AIR CRE, plus such additional information, confirmation and/or statements as may be reasonably requested by the Requesting Party.

(b) If the Responding Party shall fail to execute or deliver the Estoppel Certificate within such 10 day period, the Requesting Party may execute an Estoppel Certificate stating that: (i) the Lease is in full force and effect without modification except as may be represented by the Requesting Party, (ii) there are no uncured defaults in the Requesting Party's performance, and (iii) if Lessor is the Requesting Party, not more than one month's rent has been paid in advance. Prospective purchasers and encumbrancers may rely upon the Requesting Party's Estoppel Certificate, and the Responding Party shall be estopped from denying the truth of the facts contained in said Certificate. In addition, Lessee acknowledges that any failure on its part to provide such an Estoppel Certificate will expose Lessor to risks and potentially cause Lessor to incur costs not contemplated by this Lease, the extent of which will be extremely difficult to ascertain. Accordingly, should the Lessee fail to execute and/or deliver a requested Estoppel Certificate in a timely fashion the monthly Base Rent shall be automatically increased, without any requirement for notice to Lessee, by an amount equal to 10% of the then existing Base Rent or $100, whichever is greater for remainder of the Lease. The Parties agree that such increase in Base Rent represents fair and reasonable compensation for the additional risk/costs that Lessor will incur by reason of Lessee's failure to provide the Estoppel Certificate. Such increase in Base Rent shall in no event constitute a waiver of Lessee's Default or Breach with respect to the failure to provide the Estoppel Certificate nor prevent the exercise of any of the other rights and remedies granted hereunder.

(c) If Lessor desires to finance, refinance, or sell the Premises, or any part thereof, Lessee and all Guarantors shall within 10 days after written notice from Lessor deliver to any potential lender or purchaser designated by Lessor such financial statements as may be reasonably required by such lender or purchaser, including but not limited to Lessee's financial statements for the past 3 years. All such financial statements shall be received by Lessor and such lender or purchaser in confidence and shall be used only for the purposes herein set forth.

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17. Definition of Lessor. The term "**Lessor**" as used herein shall mean the owner or owners at the time in question of the fee title to the Premises, or, if this is a sublease, of the Lessee's interest in the prior lease. In the event of a transfer of Lessor's title or interest in the Premises or this Lease, Lessor shall deliver to the transferee or assignee (in cash or by credit) any unused Security Deposit held by Lessor. Upon such transfer or assignment and delivery of the Security Deposit, as aforesaid, the prior Lessor shall be relieved of all liability with respect to the obligations and/or covenants under this Lease thereafter to be performed by the Lessor. Subject to the foregoing, the obligations and/or covenants in this Lease to be performed by the Lessor shall be binding only upon the Lessor as hereinabove defined.

18. Severability. The invalidity of any provision of this Lease, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

19. Days. Unless otherwise specifically indicated to the contrary, the word "**days**" as used in this Lease shall mean and refer to calendar days.

20. Limitation on Liability. The obligations of Lessor under this Lease shall not constitute personal obligations of Lessor, or its partners, members, directors, officers or shareholders, and Lessee shall look to the Premises, and to no other assets of Lessor, for the satisfaction of any liability of Lessor with respect to this Lease, and shall not seek recourse against Lessor's partners, members, directors, officers or shareholders, or any of their personal assets for such satisfaction.

21. Time of Essence. Time is of the essence with respect to the performance of all obligations to be performed or observed by the Parties under this Lease.

22. No Prior or Other Agreements; Broker Disclaimer. This Lease contains all agreements between the Parties with respect to any matter mentioned herein, and no other prior or contemporaneous agreement or understanding shall be effective. Lessor and Lessee each represents and warrants to the Brokers that it has made, and is relying solely upon, its own investigation as to the nature, quality, character and financial responsibility of the other Party to this Lease and as to the use, nature, quality and character of the Premises. Brokers have no responsibility with respect thereto or with respect to any default or breach hereof by either Party.

23. Notices.

23.1 **Notice Requirements**. All notices required or permitted by this Lease or applicable law shall be in writing and may be delivered in person (by hand or by courier) or may be sent by regular, certified or registered mail or U.S. Postal Service Express Mail, with postage prepaid, or by facsimile transmission, or by email, and shall be deemed sufficiently given if served in a manner specified in this Paragraph 23. The addresses noted adjacent to a Party's signature on this Lease shall be that Party's address for delivery or mailing of notices. Either Party may by written notice to the other specify a different address for notice, except that upon Lessee's taking possession of the Premises, the Premises shall constitute Lessee's address for notice. A copy of all notices to Lessor shall be concurrently transmitted to such party or parties at such addresses as Lessor may from time to time hereafter designate in writing.

23.2 **Date of Notice**. Any notice sent by registered or certified mail, return receipt requested, shall be deemed given on the date of delivery shown on the receipt card, or if no delivery date is shown, the postmark thereon. If sent by regular mail the notice shall be deemed given 72 hours after the same is addressed as required herein and mailed with postage prepaid. Notices delivered by United States Express Mail or overnight courier that guarantees next day delivery shall be deemed given 24 hours after delivery of the same to the Postal Service or courier. Notices delivered by hand, or transmitted by facsimile transmission or by email shall be deemed delivered upon actual receipt. If notice is received on a Saturday, Sunday or legal holiday, it shall be deemed received on the next business day.

23.3 **Options.** Notwithstanding the foregoing, in order to exercise any Options (see paragraph 39), the Notice must be sent by Certified Mail (return receipt requested), Express Mail (signature required), courier (signature required) or some other methodology that provides a receipt establishing the date the notice was received by the Lessor.

24. Waivers.

(a) No waiver by Lessor of the Default or Breach of any term, covenant or condition hereof by Lessee, shall be deemed a waiver of any other term, covenant or condition hereof, or of any subsequent Default or Breach by Lessee of the same or of any other term, covenant or condition hereof. Lessor's consent to, or approval of, any act shall not be deemed to render unnecessary the obtaining of Lessor's consent to, or approval of, any subsequent or similar act by Lessee, or be construed as the basis of an estoppel to enforce the provision or provisions of this Lease requiring such consent.

(b) The acceptance of Rent by Lessor shall not be a waiver of any Default or Breach by Lessee. Any payment by Lessee may be accepted by Lessor on account of monies or damages due Lessor, notwithstanding any qualifying statements or conditions made by Lessee in connection therewith, which such statements and/or conditions shall be of no force or effect whatsoever unless specifically agreed to in writing by Lessor at or before the time of deposit of such payment.

(c) THE PARTIES AGREE THAT THE TERMS OF THIS LEASE SHALL GOVERN WITH REGARD TO ALL MATTERS RELATED THERETO AND HEREBY WAIVE THE PROVISIONS OF ANY PRESENT OR FUTURE STATUTE TO THE EXTENT THAT SUCH STATUTE IS INCONSISTENT WITH THIS LEASE.

25. Disclosures Regarding The Nature of a Real Estate Agency Relationship.

(a) When entering into a discussion with a real estate agent regarding a real estate transaction, a Lessor or Lessee should from the outset understand what type of agency relationship or representation it has with the agent or agents in the transaction. Lessor and Lessee acknowledge being advised by the Brokers in this transaction, as follows:

(i) *Lessor's Agent*. A Lessor's agent under a listing agreement with the Lessor acts as the agent for the Lessor only. A Lessor's agent or subagent has the following affirmative obligations: *To the Lessor*: A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Lessor. *To the Lessee and the Lessor*: (a) Diligent exercise of reasonable skills and care in performance of the agent's duties. (b) A duty of honest and fair dealing and good faith. (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the Parties. An agent is not obligated to reveal to either Party any confidential information obtained from the other Party which does not involve the affirmative duties set forth above.

(ii) *Lessee's Agent*. An agent can agree to act as agent for the Lessee only. In these situations, the agent is not the Lessor's agent, even if by agreement the agent may receive compensation for services rendered, either in full or in part from the Lessor. An agent acting only for a Lessee has the following affirmative obligations. *To the Lessee*: A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Lessee. *To the Lessee and the Lessor*: (a) Diligent exercise of reasonable skills and care in performance of the agent's duties. (b) A duty of honest and fair dealing and good faith. (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the Parties. An agent is not obligated to reveal to either Party any confidential information obtained from the other Party which does not involve the affirmative duties set forth above.

(iii) *Agent Representing Both Lessor and Lessee*. A real estate agent, either acting directly or through one or more associate licensees, can legally be the agent of both the Lessor and the Lessee in a transaction, but only with the knowledge and consent of both the Lessor and the Lessee. In a dual agency situation, the agent has the following affirmative obligations to both the Lessor and the Lessee: (a) A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either Lessor or the Lessee. (b) Other duties to the Lessor and the Lessee as stated above in subparagraphs (i) or (ii). In representing both Lessor and Lessee, the

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agent may not, without the express permission of the respective Party, disclose to the other Party confidential information, including, but not limited to, facts relating to either Lessee's or Lessor's financial position, motivations, bargaining position, or other personal information that may impact rent, including Lessor's willingness to accept a rent less than the listing rent or Lessee's willingness to pay rent greater than the rent offered. The above duties of the agent in a real estate transaction do not relieve a Lessor or Lessee from the responsibility to protect their own interests. Lessor and Lessee should carefully read all agreements to assure that they adequately express their understanding of the transaction. A real estate agent is a person qualified to advise about real estate. If legal or tax advice is desired, consult a competent professional. Both Lessor and Lessee should strongly consider obtaining tax advice from a competent professional because the federal and state tax consequences of a transaction can be complex and subject to change.

(b) Brokers have no responsibility with respect to any default or breach hereof by either Party. The Parties agree that no lawsuit or other legal proceeding involving any breach of duty, error or omission relating to this Lease may be brought against Broker more than one year after the Start Date and that the liability (including court costs and attorneys' fees), of any Broker with respect to any such lawsuit and/or legal proceeding shall not exceed the fee received by such Broker pursuant to this Lease; provided, however, that the foregoing limitation on each Broker's liability shall not be applicable to any gross negligence or willful misconduct of such Broker.

(c) Lessor and Lessee agree to identify to Brokers as "Confidential" any communication or information given Brokers that is considered by such Party to be confidential.

26. No Right To Holdover. Lessee has no right to retain possession of the Premises or any part thereof beyond the expiration or termination of this Lease. At or prior to the expiration or termination of this Lease Lessee shall deliver exclusive possession of the Premises to Lessor. For purposes of this provision and Paragraph 13.1(a), exclusive possession shall mean that Lessee shall have vacated the Premises, removed all of its personal property therefrom and that the Premises have been returned in the condition specified in this Lease. In the event that Lessee does not deliver exclusive possession to Lessor as specified above, then Lessor's damages during any holdover period shall be computed at the amount of the Rent (as defined in Paragraph 4.1) due during the last full month before the expiration or termination of this Lease (disregarding any temporary abatement of Rent that may have been in effect), but with Base Rent being 150% of the Base Rent payable during such last full month. Nothing contained herein shall be construed as consent by Lessor to any holding over by Lessee.

27. Cumulative Remedies. No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

28. Covenants and Conditions; Construction of Agreement. All provisions of this Lease to be observed or performed by Lessee are both covenants and conditions. In construing this Lease, all headings and titles are for the convenience of the Parties only and shall not be considered a part of this Lease. Whenever required by the context, the singular shall include the plural and vice versa. This Lease shall not be construed as if prepared by one of the Parties, but rather according to its fair meaning as a whole, as if both Parties had prepared it.

29. Binding Effect; Choice of Law. This Lease shall be binding upon the Parties, their personal representatives, successors and assigns and be governed by the laws of the State in which the Premises are located. Any litigation between the Parties hereto concerning this Lease shall be initiated in the county in which the Premises are located. Signatures to this Lease accomplished by means of electronic signature or similar technology shall be legal and binding.

30. Subordination; Attornment; Non-Disturbance.

30.1 **Subordination**. This Lease and any Option granted hereby shall be subject and subordinate to any ground lease, mortgage, deed of trust, or other hypothecation or security device (collectively, "**Security Device**"), now or hereafter placed upon the Premises, to any and all advances made on the security thereof, and to all renewals, modifications, and extensions thereof. Lessee agrees that the holders of any such Security Devices (in this Lease together referred to as "**Lender**") shall have no liability or obligation to perform any of the obligations of Lessor under this Lease. Any Lender may elect to have this Lease and/or any Option granted hereby superior to the lien of its Security Device by giving written notice thereof to Lessee, whereupon this Lease and such Options shall be deemed prior to such Security Device, notwithstanding the relative dates of the documentation or recordation thereof.

30.2 **Attornment**. In the event that Lessor transfers title to the Premises, or the Premises are acquired by another upon the foreclosure or termination of a Security Device to which this Lease is subordinated (i) Lessee shall, subject to the non-disturbance provisions of Paragraph 30.3, attorn to such new owner, and upon request, enter into a new lease, containing all of the terms and provisions of this Lease, with such new owner for the remainder of the term hereof, or, at the election of the new owner, this Lease will automatically become a new lease between Lessee and such new owner, and (ii) Lessor shall thereafter be relieved of any further obligations hereunder and such new owner shall assume all of Lessor's obligations, except that such new owner shall not: (a) be liable for any act or omission of any prior lessor or with respect to events occurring prior to acquisition of ownership; (b) be subject to any offsets or defenses which Lessee might have against any prior lessor, (c) be bound by prepayment of more than one month's rent, or (d) be liable for the return of any security deposit paid to any prior lessor which was not paid or credited to such new owner.

30.3 **Non-Disturbance**. With respect to Security Devices entered into by Lessor after the execution of this Lease, Lessee's subordination of this Lease shall be subject to receiving a commercially reasonable non-disturbance agreement (a "**Non-Disturbance Agreement**") from the Lender which Non-Disturbance Agreement provides that Lessee's possession of the Premises, and this Lease, including any options to extend the term hereof, will not be disturbed so long as Lessee is not in Breach hereof and attorns to the record owner of the Premises. Further, within 60 days after the execution of this Lease, Lessor shall, if requested by Lessee, use its commercially reasonable efforts to obtain a Non-Disturbance Agreement from the holder of any pre-existing Security Device which is secured by the Premises. In the event that Lessor is unable to provide the Non-Disturbance Agreement within said 60 days, then Lessee may, at Lessee's option, directly contact Lender and attempt to negotiate for the execution and delivery of a Non-Disturbance Agreement.

30.4 **Self-Executing**. The agreements contained in this Paragraph 30 shall be effective without the execution of any further documents; provided, however, that, upon written request from Lessor or a Lender in connection with a sale, financing or refinancing of the Premises, Lessee and Lessor shall execute such further writings as may be reasonably required to separately document any subordination, attornment and/or Non-Disturbance Agreement provided for herein.

31. Attorneys' Fees. If any Party or Broker brings an action or proceeding involving the Premises whether founded in tort, contract or equity, or to declare rights hereunder, the Prevailing Party (as hereafter defined) in any such proceeding, action, or appeal thereon, shall be entitled to reasonable attorneys' fees. Such fees may be awarded in the same suit or recovered in a separate suit, whether or not such action or proceeding is pursued to decision or judgment. The term, "**Prevailing Party**" shall include, without limitation, a Party or Broker who substantially obtains or defeats the relief sought, as the case may be, whether by compromise, settlement, judgment, or the abandonment by the other Party or Broker of its claim or defense. The attorneys' fees award shall not be computed in accordance with any court fee schedule, but shall be such as to fully reimburse all attorneys' fees reasonably incurred. In addition, Lessor shall be entitled to attorneys' fees, costs and expenses incurred in the preparation and service of notices of Default and consultations in connection therewith, whether or not a legal action is subsequently commenced in connection with such Default or resulting Breach ($200 is a reasonable minimum per occurrence for such services and consultation).

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32. Lessor's Access; Showing Premises; Repairs. Lessor and Lessor's agents shall have the right to enter the Premises at any time, in the case of an emergency, and otherwise at reasonable times after reasonable prior notice for the purpose of showing the same to prospective purchasers, lenders, or tenants, and making such alterations, repairs, improvements or additions to the Premises as Lessor may deem necessary or desirable and the erecting, using and maintaining of utilities, services, pipes and conduits through the Premises and/or other premises as long as there is no material adverse effect on Lessee's use of the Premises. All such activities shall be without abatement of rent or liability to Lessee.

33. Auctions. Lessee shall not conduct, nor permit to be conducted, any auction upon the Premises without Lessor's prior written consent. Lessor shall not be obligated to exercise any standard of reasonableness in determining whether to permit an auction.

34. Signs. Lessor may place on the Premises ordinary "For Sale" signs at any time and ordinary "For Lease" signs during the last 6 months of the term hereof. Except for ordinary "for sublease" signs, Lessee shall not place any sign upon the Premises without Lessor's prior written consent. All signs must comply with all Applicable Requirements.

35. Termination; Merger. Unless specifically stated otherwise in writing by Lessor, the voluntary or other surrender of this Lease by Lessee, the mutual termination or cancellation hereof, or a termination hereof by Lessor for Breach by Lessee, shall automatically terminate any sublease or lesser estate in the Premises; provided, however, that Lessor may elect to continue any one or all existing subtenancies. Lessor's failure within 10 days following any such event to elect to the contrary by written notice to the holder of any such lesser interest, shall constitute Lessor's election to have such event constitute the termination of such interest.

36. Consents. All requests for consent shall be in writing. Except as otherwise provided herein, wherever in this Lease the consent of a Party is required to an act by or for the other Party, such consent shall not be unreasonably withheld or delayed. Lessor's actual reasonable costs and expenses (including but not limited to architects', attorneys', engineers' and other consultants' fees) incurred in the consideration of, or response to, a request by Lessee for any Lessor consent, including but not limited to consents to an assignment, a subletting or the presence or use of a Hazardous Substance, shall be paid by Lessee upon receipt of an invoice and supporting documentation therefor. Lessor's consent to any act, assignment or subletting shall not constitute an acknowledgment that no Default or Breach by Lessee of this Lease exists, nor shall such consent be deemed a waiver of any then existing Default or Breach, except as may be otherwise specifically stated in writing by Lessor at the time of such consent. The failure to specify herein any particular condition to Lessor's consent shall not preclude the imposition by Lessor at the time of consent of such further or other conditions as are then reasonable with reference to the particular matter for which consent is being given. In the event that either Party disagrees with any determination made by the other hereunder and reasonably requests the reasons for such determination, the determining party shall furnish its reasons in writing and in reasonable detail within 10 business days following such request.

37. Guarantor.

37.1 **Execution**. The Guarantors, if any, shall each execute a guaranty in the form most recently published by AIR CRE, and each such Guarantor shall have the same obligations as Lessee under this Lease.

37.2 **Default**. It shall constitute a Default of the Lessee if any Guarantor fails or refuses, upon request to provide: (a) evidence of the execution of the guaranty, including the authority of the party signing on Guarantor's behalf to obligate Guarantor, and in the case of a corporate Guarantor, a certified copy of a resolution of its board of directors authorizing the making of such guaranty, (b) current financial statements, (c) an Estoppel Certificate, or (d) written confirmation that the guaranty is still in effect.

38. Quiet Possession. Subject to payment by Lessee of the Rent and performance of all of the covenants, conditions and provisions on Lessee's part to be observed and performed under this Lease, Lessee shall have quiet possession and quiet enjoyment of the Premises during the term hereof.

39. Options. If Lessee is granted any Option, as defined below, then the following provisions shall apply.

39.1 **Definition**. "**Option**" shall mean: (a) the right to extend or reduce the term of or renew this Lease or to extend or reduce the term of or renew any lease that Lessee has on other property of Lessor; (b) the right of first refusal or first offer to lease either the Premises or other property of Lessor; (c) the right to purchase, the right of first offer to purchase or the right of first refusal to purchase the Premises or other property of Lessor.

39.2 **Options Personal To Original Lessee**. Any Option granted to Lessee in this Lease is personal to the original Lessee, and cannot be assigned or exercised by anyone other than said original Lessee and only while the original Lessee is in full possession of the Premises and, if requested by Lessor, with Lessee certifying that Lessee has no intention of thereafter assigning or subletting.

39.3 **Multiple Options**. In the event that Lessee has any multiple Options to extend or renew this Lease, a later Option cannot be exercised unless the prior Options have been validly exercised.

39.4 **Effect of Default on Options.**

(a) Lessee shall have no right to exercise an Option: (i) during the period commencing with the giving of any notice of Default and continuing until said Default is cured, (ii) during the period of time any Rent is unpaid (without regard to whether notice thereof is given Lessee), (iii) during the time Lessee is in Breach of this Lease, or (iv) in the event that Lessee has been given 3 or more notices of separate Default, whether or not the Defaults are cured, during the 12 month period immediately preceding the exercise of the Option.

(b) The period of time within which an Option may be exercised shall not be extended or enlarged by reason of Lessee's inability to exercise an Option because of the provisions of Paragraph 39.4(a).

(c) An Option shall terminate and be of no further force or effect, notwithstanding Lessee's due and timely exercise of the Option, if, after such exercise and prior to the commencement of the extended term or completion of the purchase, (i) Lessee fails to pay Rent for a period of 30 days after such Rent becomes due (without any necessity of Lessor to give notice thereof), or (ii) if Lessee commits a Breach of this Lease.

40. Multiple Buildings. If the Premises are a part of a group of buildings controlled by Lessor, Lessee agrees that it will abide by and conform to all reasonable rules and regulations which Lessor may make from time to time for the management, safety, and care of said properties, including the care and cleanliness of the grounds and including the parking, loading and unloading of vehicles, and to cause its employees, suppliers, shippers, customers, contractors and invitees to so abide and conform. Lessee also agrees to pay its fair share of common expenses incurred in connection with such rules and regulations.

41. Security Measures. Lessee hereby acknowledges that the Rent payable to Lessor hereunder does not include the cost of guard service or other security measures, and that Lessor shall have no obligation whatsoever to provide same. Lessee assumes all responsibility for the protection of the Premises, Lessee, its agents and invitees and their property from the acts of third parties.

42. Reservations. Lessor reserves to itself the right, from time to time, to grant, without the consent or joinder of Lessee, such easements, rights and dedications that Lessor deems necessary, and to cause the recordation of parcel maps and restrictions, so long as such easements, rights, dedications, maps and restrictions do

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not unreasonably interfere with the use of the Premises by Lessee. Lessee agrees to sign any documents reasonably requested by Lessor to effectuate any such easement rights, dedication, map or restrictions.

43. Performance Under Protest. If at any time a dispute shall arise as to any amount or sum of money to be paid by one Party to the other under the provisions hereof, the Party against whom the obligation to pay the money is asserted shall have the right to make payment "under protest" and such payment shall not be regarded as a voluntary payment and there shall survive the right on the part of said Party to institute suit for recovery of such sum. If it shall be adjudged that there was no legal obligation on the part of said Party to pay such sum or any part thereof, said Party shall be entitled to recover such sum or so much thereof as it was not legally required to pay. A Party who does not initiate suit for the recovery of sums paid "under protest" within 6 months shall be deemed to have waived its right to protest such payment.

44. Authority; Multiple Parties; Execution.

(a) If either Party hereto is a corporation, trust, limited liability company, partnership, or similar entity, each individual executing this Lease on behalf of such entity represents and warrants that he or she is duly authorized to execute and deliver this Lease on its behalf. Each Party shall, within 30 days after request, deliver to the other Party satisfactory evidence of such authority.

(b) If this Lease is executed by more than one person or entity as "Lessee", each such person or entity shall be jointly and severally liable hereunder. It is agreed that any one of the named Lessees shall be empowered to execute any amendment to this Lease, or other document ancillary thereto and bind all of the named Lessees, and Lessor may rely on the same as if all of the named Lessees had executed such document.

(c) This Lease may be executed by the Parties in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

45. Conflict. Any conflict between the printed provisions of this Lease and the typewritten or handwritten provisions shall be controlled by the typewritten or handwritten provisions.

46. Offer. Preparation of this Lease by either Party or their agent and submission of same to the other Party shall not be deemed an offer to lease to the other Party. This Lease is not intended to be binding until executed and delivered by all Parties hereto.

47. Amendments. This Lease may be modified only in writing, signed by the Parties in interest at the time of the modification. As long as they do not materially change Lessee's obligations hereunder, Lessee agrees to make such reasonable non-monetary modifications to this Lease as may be reasonably required by a Lender in connection with the obtaining of normal financing or refinancing of the Premises.

48. Waiver of Jury Trial. THE PARTIES HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING INVOLVING THE PROPERTY OR ARISING OUT OF THIS LEASE.

49. Arbitration of Disputes. An Addendum requiring the Arbitration of all disputes between the Parties and/or Brokers arising out of this Lease ☐ is ☑ is not attached to this Lease.

50. Accessibility; Americans with Disabilities Act.

(a) The Premises:

☑ have not undergone an inspection by a Certified Access Specialist (CASp). Note: A Certified Access Specialist (CASp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises.

☐ have undergone an inspection by a Certified Access Specialist (CASp) and it was determined that the Premises met all applicable construction-related accessibility standards pursuant to California Civil Code §55.51 et seq. Lessee acknowledges that it received a copy of the inspection report at least 48 hours prior to executing this Lease and agrees to keep such report confidential.

☐ have undergone an inspection by a Certified Access Specialist (CASp) and it was determined that the Premises did not meet all applicable construction-related accessibility standards pursuant to California Civil Code §55.51 et seq. Lessee acknowledges that it received a copy of the inspection report at least 48 hours prior to executing this Lease and agrees to keep such report confidential except as necessary to complete repairs and corrections of violations of construction related accessibility standards.

In the event that the Premises have been issued an inspection report by a CASp the Lessor shall provide a copy of the disability access inspection certificate to Lessee within 7 days of the execution of this Lease.

(b) Since compliance with the Americans with Disabilities Act (ADA) and other state and local accessibility statutes are dependent upon Lessee's specific use of the Premises, Lessor makes no warranty or representation as to whether or not the Premises comply with ADA or any similar legislation. In the event that Lessee's use of the Premises requires modifications or additions to the Premises in order to be in compliance with ADA or other accessibility statutes, Lessee agrees to make any such necessary modifications and/or additions at Lessee's expense.

LESSOR AND LESSEE HAVE CAREFULLY READ AND REVIEWED THIS LEASE AND EACH TERM AND PROVISION CONTAINED HEREIN, AND BY THE EXECUTION OF THIS LEASE SHOW THEIR INFORMED AND VOLUNTARY CONSENT THERETO. THE PARTIES HEREBY AGREE THAT, AT THE TIME THIS LEASE IS EXECUTED, THE TERMS OF THIS LEASE ARE COMMERCIALLY REASONABLE AND EFFECTUATE THE INTENT AND PURPOSE OF LESSOR AND LESSEE WITH RESPECT TO THE PREMISES.

ATTENTION: NO REPRESENTATION OR RECOMMENDATION IS MADE BY AIR CRE OR BY ANY BROKER AS TO THE LEGAL SUFFICIENCY, LEGAL EFFECT, OR TAX CONSEQUENCES OF THIS LEASE OR THE TRANSACTION TO WHICH IT RELATES. THE PARTIES ARE URGED TO:

1. SEEK ADVICE OF COUNSEL AS TO THE LEGAL AND TAX CONSEQUENCES OF THIS LEASE.

2. RETAIN APPROPRIATE CONSULTANTS TO REVIEW AND INVESTIGATE THE CONDITION OF THE PREMISES. SAID INVESTIGATION SHOULD INCLUDE BUT NOT BE LIMITED TO: THE POSSIBLE PRESENCE OF HAZARDOUS SUBSTANCES, THE ZONING OF THE PREMISES, THE STRUCTURAL INTEGRITY, THE CONDITION OF THE ROOF AND OPERATING SYSTEMS, AND THE SUITABILITY OF THE PREMISES FOR LESSEE'S INTENDED USE.

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WARNING: IF THE PREMISES ARE LOCATED IN A STATE OTHER THAN CALIFORNIA, CERTAIN PROVISIONS OF THE LEASE MAY NEED TO BE REVISED TO COMPLY WITH THE LAWS OF THE STATE IN WHICH THE PREMISES ARE LOCATED.

The parties hereto have executed this Lease at the place and on the dates specified above their respective signatures.

Executed at:
On: 10/22/2024

By LESSOR:
200 John Street LLC.

DocuSigned by:
By: Ben Melendez
Name Printed: Ben Melendez
Title: Owner/Lessor
Phone: (951) 897-273
Fax: N/A
Email: Ben@Melencorp.com

By:
Name Printed:
Title:
Phone:
Fax:
Email:

Address:
Federal ID No.:

BROKER
DCR Commercial

Attn: Edmond Melendez
Title: Lessor's Agents

Address: 8047 Day Creek Blvd.
Rancho Cucamonga, Ca. 91739
Phone: (626) 434-0494
Fax: N/A
Email: Edmond@emrecs.com
Federal ID No.:
Broker DRE License #: 01523278
Agent DRE License #: 01518581

Executed at:
On: 10/22/2024

By LESSEE:
Flower Dept. LLC.

Signed by:
By:
Name Printed: Giulio Simeone
Title: CEO/Lessee
Phone: (213) 479-7601
Fax: N/A
Email: lsimeonegroup@gmail.com

By:
Name Printed:
Title:
Phone:
Fax:
Email:

Address:
Federal ID No.:

BROKER
DCR Commercial

Attn: Edmond Melendez
Title: Lessee's Agent

Address: 8047 Day Creek Blvd.
Rancho Cucamonga, Ca. 91739
Phone: (626) 434-0494
Fax: N/A
Email: Edmond@Emrecs.com
Federal ID No.:
Broker DRE License #: 01523278
Agent DRE License #: 01518581

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ADDENDUM TO LEASE

Date: 07/01/2024

By and Between

Lessor: 200 John Street LLC.

Lessee: Flower Dept. LLC.

Property Address: 200 John Street, Banning, Ca. 92220
(street address, city, state, zip)

Paragraph: 51

51) Base Rent discounted to $7,500 per month until City & State licenses are issued. Lessee shall be responsible for all operating expenses during this period. Lessee accepts property in as-is condition.

In the event of any conflict between the provisions of this Addendum and the printed provisions of the Lease, this Addendum shall control.

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RENT ADJUSTMENT(S)
(ORIGINAL TERM)
STANDARD LEASE ADDENDUM

Dated: 07/01/2024
By and Between
Lessor: 200 John Street LLC.
Lessee: Flower Dept. LLC.
Property Address: 200 John Street, Banning, Ca. 92220
(street address, city, state, zip)

Paragraph: 52

The monthly Base Rent during the Original Term of the Lease shall be increased by using the method(s) selected below *(check method(s) to be used and fill in appropriately)*:

☐ I. **Consumer Price Index.**

a. The monthly Base Rent shall be increased on _____ and every _____ months thereafter during the Original Term ("**CPI Increase Date(s)**") commensurate with the increase in the CPI (as herein defined) determined as follows: the monthly Base Rent scheduled for the first month of the Original Term shall be multiplied by a fraction the denominator of which is the Base CPI (as herein defined), and the numerator of which is the Comparison CPI (as herein defined). The amount so calculated shall constitute the new Base Rent until the next CPI Increase Date, but in no event shall any such new Base Rent be less than the Base Rent for the month immediately preceding the applicable CPI Increase Date.

b. The term "**CPI**" shall mean the Consumer Price Index of the Bureau of Labor Statistics of the U.S. Department of Labor for *(select one)*: ☐ CPI W (Urban Wage Earners and Clerical Workers) or ☐ CPI U (All Urban Consumers), for *(fill in Urban Area)*: _____ or ☐ the area in which the Premises is located, All Items (1982-1984 = 100). The term "**Comparison CPI**" shall mean the CPI of the calendar month which is 2 full months prior to the applicable Original Term CPI Increase Date. The term "**Base CPI**" shall mean the CPI of the calendar month which is 2 full months prior to the Commencement Date of the Original Term.

c. If the compilation and/or publication of the CPI is transferred to another governmental department, bureau or agency or is discontinued, then instead the index most nearly the same as the CPI shall be used to calculate the Base Rent increases hereunder. If the Parties cannot agree on such alternative index, then the matter shall be submitted for decision to the American Arbitration Association in accordance with the then rules of said association and the decision of the arbitrators shall be binding upon the parties, with the cost of such arbitration being paid equally by the Parties.

☑ II. **Fixed Percentage.** The monthly Base Rent shall be increased on 07/01/2025 and every 12 months thereafter during the Original Term ("**Percentage Increase Date(s)**") by four percent (4 %) of the monthly Base Rent scheduled to be paid for the month immediately preceding the applicable Percentage Increase Date.

☐ III. **Fixed Rental Adjustment(s) ("FRA").**

The monthly Base Rent shall be increased to the following amounts on the dates set forth below:

On (fill in FRA Adjustment Date(s)):	The new Base Rent shall be:
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

BROKER'S FEE: For each adjustment in Base Rent specified above, the Brokers shall be paid a Brokerage Fee in accordance with paragraph 15 of the Lease or if applicable, paragraph 9 of the Sublease.

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GUARANTY OF LEASE

Paragraph: 53

WHEREAS Flower Dept. LLC. ("Lessee") desires to lease from 200 John Street LLC. ("Lessor") the premises commonly known as (street address, city, state, zip) 200 John Street, Banning, Ca. 92220 ("Premises") pursuant to a lease dated for reference purposes only as of 07/01/2024 ("Lease").

WHEREAS, as a material inducement to and in consideration of Lessor executing the Lease, Lessor requires Antonio Simeone ("Guarantor") to execute this Guaranty of Lease ("Guaranty"); Guarantor desires Lessee to consummate the Lease. Accordingly, contemporaneous with execution of the Lease, Guarantor is executing this Guaranty to induce Lessor to execute the Lease with Lessee.

NOW THEREFORE, Guarantor hereby unconditionally and irrevocably guarantees and promises to perform and be liable for any and all obligations and liabilities of Lessee under the Lease, including, but not limited to, payment of all rents and all other sums payable by Lessee under the Lease and performance by Lessee of each and every one of the terms, conditions and covenants to be kept and performed by Lessee under the Lease.

Guarantor hereby agrees that, without the consent of or notice to, Guarantor and without affecting or in any way releasing Guarantor's obligations under this Guaranty: (i) Lessor and Lessee may, by agreement or course of conduct, amend, extend, renew or otherwise alter any term, covenant or condition of the Lease, or the Lease may be assigned by Lessor or Lessee (and their successors and assigns) and this Guaranty shall guarantee all obligations of Lessee under the Lease as so amended, extended, renewed, altered or assigned; (ii) Lessor may release, change or add a party to the Lease and/or a guarantor of the Lease; (iii) Lessor may exercise, not exercise, delay exercising, impair, modify, limit, terminate or suspend any of Lessor's rights or remedies under the Lease or this Guaranty; and (iv) Lessor may permit all or any part of the Premises to be subleased, or the Lease to be assigned, assumed, transferred, mortgaged or encumbered.

Guarantor hereby agrees that no notice of nonperformance or default by Lessee or by another guarantor need be given to Guarantor. This Guaranty is a continuing and irrevocable guarantee. Guarantor waives the benefit of any law allowing Guarantor to revoke this Guaranty. No provision of this Guaranty or rights of Lessor hereunder may be waived, nor may any Guarantor be released from any obligation under this Guaranty except by a writing duly executed by Lessor.

Guarantor hereby waives and agrees not to assert or take advantage of any right or defense based on: (i) notice of acceptance of this Guaranty; (ii) demands (including demands for payment or performance), presentation and protest; (iii) any statute of limitations; (iv) requiring Lessor to proceed against Lessee, any Guarantor or other guarantor or any other person (as herein defined) liable to Lessor, or to proceed against these persons in any order; (v) requiring Lessor to apply any security deposit or other security; (vi) requiring Lessor to proceed under any other remedy Lessor may have before proceeding against Guarantor; (vii) any right of subrogation that Guarantor may have against Lessee or other guarantors; (viii) any right or defense that may arise by reason of the incapacity, lack of authority, death or disability of Lessee, any guarantor or any other person; (ix) any right or defense arising by reason of the absence, impairment, modification, limitation, destruction or cessation (in bankruptcy, by an election of remedies, or otherwise) of the liability of Lessee, of the subrogation rights of Guarantor, or of the rights of Guarantor to proceed against Lessee for reimbursement; (x) limiting Guarantor's obligations to not exceed Lessee's obligations; and (xi) notices (including notices of adverse change in the financial status of Lessee or other facts that increase the risk to Guarantor).

The obligations of Guarantor under this Guaranty shall not be altered, limited or affected by any proceeding, voluntary or involuntary, involving the bankruptcy, insolvency, receivership, reorganization or liquidation of Lessee, Guarantor, any other guarantor, or by any defense that Lessee, Guarantor or any other guarantor may have by reason of any order, decree, or decision of any court or administrative body resulting from any such proceeding.

Guarantor subordinates any and all existing or future indebtedness of Lessee to Guarantor to Lessee's obligations owed to Lessor under the Lease. Any recovery by Lessor from any other guarantor or insurer shall first be credited to the portion of Lessee's indebtedness to Lessor which exceeds the maximum liability of Guarantor under this Guaranty. If a person comprising Guarantor is married, such Guarantor expressly agrees that recourse may be had against such Guarantor's separate or community property.

Guarantor shall, upon ten (10) days' prior written notice from Lessor, provide Lessor with Guarantor's financial statements for the current year and tax returns for the three (3) preceding years and, if such is the normal practice of Guarantor, such statements shall be prepared in accordance with generally accepted accounting principles and audited by an independent certified public accountant. Lessor shall maintain Guarantor's financial statements and tax returns in confidence but shall be permitted to disclose Guarantor's financial statements and tax returns to prospective lenders, purchasers or others for a bona fide business purpose.

Guarantor shall, upon ten (10) days' prior written notice from Lessor, in writing reaffirm that this Guaranty remains and continues in full force and effect, that no event has occurred that would invalidate the Guaranty or excuse Guarantor's obligations or performance under the Guaranty, and that the Guaranty applies to the Lease, as amended, extended, renewed, altered or assigned. Guarantor shall, upon ten (10) days' prior written notice from Lessor, execute such other and further documents and do such further acts as may be reasonably necessary or required by Lessor to effectuate the intent of the parties and carry out the terms of this Guaranty.

Guarantor agrees that any suit, action or proceeding arising directly or indirectly from the Guaranty or the Lease shall be litigated only in courts located within the county and state in which the Premises is located. Guarantor irrevocably consents to the jurisdiction of any local, state or federal court located within the county and state in which the Premises is located, and waives and agrees not to assert by way of motion, defense or otherwise in any suit, action, or proceeding any claim that Guarantor is not personally subject to the jurisdiction of the above-named courts, that such suit, action, or proceeding is brought in an inconvenient forum, or that the venue of such action, suit, or proceeding is improper.

Each person which comprises Guarantor consents to service of process by a nationally recognized overnight courier service (such as Federal Express) at either the Premises or at the Guarantor's address for notices set forth below, and shall be deemed served and received three (3) business days after deposit with the overnight mail service. Guarantor irrevocably waives and agrees not to plead or claim in any action or proceeding that such service of process was in any way invalid or ineffective. Lessor reserves the right to serve process in any other manner permitted by law.

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This Guaranty shall be governed by the laws of the state in which the Premises is located and, for purposes of conflicts of law, Guarantor shall be treated as if resident of or domiciled in such state. Guarantor waives the right to a jury trial of any cause of action, claim, counterclaim or cross-complaint in any action, proceeding or other hearing brought against Guarantor. If and to the extent the Lease requires Lessor and Lessee to arbitrate any disputes, then Guarantor also agrees to arbitrate such disputes in the same arbitration to the extent related to the Guaranty and upon the same terms and conditions provided in the Lease.

If Lessor brings an action or proceeding against Guarantor to enforce this Guaranty, the Prevailing Party (as hereafter defined) in any such proceeding, action, or appeal thereon, shall be entitled to reasonable attorneys' fees. Such fees may be awarded in the same suit or recovered in a separate suit, whether or not such action or proceeding is pursued to decision or judgment. The term, "Prevailing Party" shall include, without limitation, the party who substantially obtains or defeats the relief sought, as the case may be, whether by compromise, settlement, judgment, or the abandonment by the other party of its claim or defense. The attorneys' fees award shall not be computed in accordance with any court fee schedule, but shall be such as to fully reimburse all attorneys' fees reasonably incurred.

This Guaranty constitutes the entire agreement between Guarantor and Lessor with respect to the subject matter of this Guaranty and supersedes all prior agreements, understandings, negotiations, representations and discussions, whether verbal or written, of the parties, pertaining to such subject matter. Guarantor is not relying on any representations, warranties or inducements from Lessor that are not expressly stated in this Guaranty.

If any provision of this Guaranty is determined to be illegal or unenforceable, all other provisions hereof shall nevertheless be effective. The waiver or failure to enforce any provision of this Guaranty shall not operate as a waiver of any other breach of such provision or any other provisions of this Guaranty, nor shall any single or partial exercise of any right, power or privilege preclude any other or further such exercise or the exercise of any other right, power or privilege. Time is strictly of the essence under this Guaranty and any amendment, modification or revision of this Guaranty.

Each person executing this Guaranty represents and warrants to Lessor that (i) each individual executing this Guaranty has the legal power, right, and actual authority to bind Guarantor; (ii) Guarantor has the legal right, power and authority to enter into and perform this Guaranty; (iii) all requisite action by or on behalf of a corporation, limited liability company, partnership (general or limited), trust or other legal entity ("entity") has been taken for this Guaranty to be duly authorized by such entity or Guarantor; (vi) no consent of any partner, shareholder, member, creditor, investor, government, judicial or administrative body or other party is required in connection with Guarantor executing this Guaranty; (v) this Guaranty is a valid and legally binding obligation of Guarantor; (vi) the execution and delivery of this Guaranty does not conflict with or result in the material breach of any terms, conditions or provisions of, or constitute a default under, any bond, note, or other evidence of indebtedness or any contract, indenture, mortgage, deed of trust, loan, partnership agreement or other agreements or instruments to which Guarantor is a party or by which Guarantor is bound; and (vi) Guarantor will derive a substantial and material economic benefit from Lessor's execution of the Lease. If Guarantor is an entity, Guarantor shall, concurrently with the execution of this Guaranty (or upon ten (10) days' prior written notice from Lessor), deliver to Lessor a certified copy of a resolution or other documentation evidencing that such entity is authorized or ratifies the entity's execution of this Guaranty.

The term "person" as used in this Guaranty shall include an individual and/or an entity. If more than one (1) person comprises Guarantor, the obligations of such persons shall be joint and several. The unenforceability of this Guaranty or Lessor's election not to enforce this Guaranty against one (1) or more persons shall not affect the obligations of the remaining persons which comprise Guarantor or the enforceability of this Guaranty against such remaining persons.

Any notice, request, demand, instruction or other communication to be given to Guarantor under this Guaranty shall be in writing and shall be delivered at either the Premises or the address set forth beneath the Guarantor's signature below, or to such other place as Guarantor may from time to time in writing designate by at least fifteen (15) days' notice to Lessor.

When the context and construction so requires, all words used in the singular in this Guaranty shall be deemed to have been used in the plural. The term "Lessee" as used in this Guaranty shall mean the Lessee named in the Lease, any assignee of Lessee's interest under the Lease and their respective successors and assigns. The term "Lessor" as used in this Guaranty shall mean the Lessor named in the Lease, any assignee of Lessor, whether by outright assignment, assignment for security or otherwise. Lessor may without Guarantor's consent assign this Guaranty, voluntarily or by operation of law. This Guaranty applies to, inures to the benefit of, and binds all persons that comprise Guarantor, their heirs, devisees, legatees, executors, administrators, representatives, successors and assigns.

Signatures to this Guaranty accomplished by means of electronic signature or similar technology shall be legal and binding. This Guaranty may be executed in counterparts.

Guarantor is advised to seek advice of legal counsel before signing this Guaranty. Guarantor acknowledges that AIR CRE, the real estate brokers or their agents or employees have not made any representation or statement as to the legal sufficiency or effect or tax consequences of this Guaranty or the Lease.

GUARANTOR
Antonio Simeone

Executed At: _____
On: 10/22/2024

Signed by:

By: _____
Name Printed: Antonio Simeone
Title: Guarantor/Lessee
Address: 19360 Rinaldi St. 388
Porter Ranch, Ca. 91326
Email Address: lsimeonegroup@gmail.com

By: _____
Name Printed: _____
Title: _____
Address: _____
Email Address: _____

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DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP

(As required by the Civil Code)

When you enter into a discussion with a real estate agent regarding a real estate transaction, you should from the outset understand what type of agency relationship or representation you wish to have with the agent in the transaction.

SELLER'S AGENT

A Seller's agent under a listing agreement with the Seller acts as the agent for the Seller only. A Seller's agent or a subagent of that agent has the following affirmative obligations:

To the Seller: A fiduciary duty of utmost care, integrity, honesty and loyalty in dealings with the Seller.

To the Buyer and the Seller:

(a) Diligent exercise of reasonable skill and care in performance of the agent's duties.

(b) A duty of honest and fair dealing and good faith.

(c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties.

An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.

BUYER'S AGENT

A Buyer's agent can, with a Buyer's consent, agree to act as agent for the Buyer only. In these situations, the agent is not the Seller's agent, even if by agreement the agent may receive compensation for services rendered, either in full or in part from the Seller. An agent acting only for a Buyer has the following affirmative obligations:

To the Buyer: A fiduciary duty of utmost care, integrity, honesty and loyalty in dealings with the Buyer.

To the Buyer and the Seller:

(a) Diligent exercise of reasonable skill and care in performance of the agent's duties.

(b) A duty of honest and fair dealing and good faith.

(c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties.

An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.

AGENT REPRESENTING BOTH SELLER AND BUYER

A real estate agent, either acting directly or through one or more salesperson and broker associates, can legally be the agent of both the Seller and the Buyer in a transaction, but only with the knowledge and consent of both the Seller and the Buyer.

In a dual agency situation, the agent has the following affirmative obligations to both the Seller and the Buyer:

(a) A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either the Seller or the Buyer.

(b) Other duties to the Seller and the Buyer as stated above in their respective sections.

In representing both Seller and Buyer, a dual agent may not, without the express permission of the respective party, disclose to the other party confidential information, including, but not limited to, facts relating to either the Buyer's or Seller's financial position, motivations, bargaining position, or other personal information that may impact price, including the Seller's willingness to accept a price less than the listing price or the Buyer's willingness to pay a price greater than the price offered.

SELLER AND BUYER RESPONSIBILITIES

Either the purchase agreement or a separate document will contain a confirmation of which agent is representing you and whether that agent is representing you exclusively in the transaction or acting as a dual agent. Please pay attention to that confirmation to make sure it accurately reflects your understanding of your agent's role. The above duties of the agent in a real estate transaction do not relieve a Seller or Buyer from the responsibility to protect his or her own interests. You should carefully read all agreements to assure that they adequately express your understanding of the transaction. A real estate agent is a person qualified to advise about real estate. If legal or tax advice is desired, consult a competent professional. If you are a Buyer, you have the duty to exercise reasonable care to protect yourself, including as to those facts about the property which are known to you or within your diligent attention and observation. Both Sellers and Buyers should strongly consider obtaining tax advice from a competent professional because the federal and state tax consequences of a transaction can be complex and subject to change.

Throughout your real property transaction you may receive more than one disclosure form, depending upon the number of agents assisting in the transaction. The law requires each agent with whom you have more than a casual relationship to present you with this disclosure form. You should read its contents each time it is presented to you, considering the relationship between you and the real estate agent in your specific transaction. This disclosure form includes the provisions of Sections 2079.13 to 2079.24, inclusive, of the Civil Code set forth on page 2. Read it carefully. I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS DISCLOSURE AND THE PORTIONS OF THE CIVIL CODE PRINTED ON THE BACK (OR A SEPARATE PAGE).

☐ Buyer ☐ Seller ☑ Lessor ☐ Lessee — Docusigned by: Ben Melendez — Date: 10/22/2024

☐ Buyer ☐ Seller ☐ Lessor ☑ Lessee — Signed by: — Date: 10/22/2024

Agent: DCR Commercial DRE Lic. #: 01523278

(Real Estate Broker Firm)

By: Edmond Melendez DRE Lic. #: 01516581 Date: 10/22/2024

(Salesperson or Broker-Associate)

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THIS FORM HAS BEEN PREPARED BY AIR CRE. NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ADEQUACY OF THIS FORM FOR ANY SPECIFIC TRANSACTION. PLEASE SEEK LEGAL COUNSEL AS TO THE APPROPRIATENESS OF THIS FORM.

DS
INITIALS

Initial
INITIALS

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DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP
CIVIL CODE SECTIONS 2079.13 THROUGH 2079.24 (2079.16 APPEARS ON THE FRONT)

2079.13. As used in Sections 2079.7 and 2079.14 to 2079.24, inclusive, the following terms have the following meanings:
(a) "Agent" means a person acting under provisions of Title 9 (commencing with Section 2295) in a real property transaction, and includes a person who is licensed as a real estate broker under Chapter 3 (commencing with Section 10130) of Part 1 of Division 4 of the Business and Professions Code, and under whose license a listing is executed or an offer to purchase is obtained. The agent in the real property transaction bears responsibility for that agent's salespersons or broker associates who perform as agents of the agent. When a salesperson or broker associate owes a duty to any principal, or to any buyer or seller who is not a principal, in a real property transaction, that duty is equivalent to the duty owed to that party by the broker for whom the salesperson or broker associate functions. **(b)** "Buyer" means a transferee in a real property transaction, and includes a person who executes an offer to purchase real property from a seller through an agent, or who seeks the services of an agent in more than a casual, transitory, or preliminary manner, with the object of entering into a real property transaction. "Buyer" includes vendee or lessee of real property. **(c)** "Commercial real property" means all real property in the state, except (1) single-family residential real property, (2) dwelling units made subject to Chapter 2 (commencing with Section 1940) of Title 5, (3) a mobile home, as defined in Section 798.3, (4) vacant land, or (5) a recreational vehicle, as defined in Section 799.29. **(d)** "Dual agent" means an agent acting, either directly or through a salesperson or broker associate, as agent for both the seller and the buyer in a real property transaction. **(e)** "Listing agreement" means a written contract between a seller of real property and an agent, by which the agent has been authorized to sell the real property or to find or obtain a buyer, including rendering other services for which a real estate license is required to the seller pursuant to the terms of the agreement. **(f)** "Seller's agent" means a person who has obtained a listing of real property to act as an agent for compensation. **(g)** "Listing price" is the amount expressed in dollars specified in the listing for which the seller is willing to sell the real property through the seller's agent. **(h)** "Offering price" is the amount expressed in dollars specified in an offer to purchase for which the buyer is willing to buy the real property. **(i)** "Offer to purchase" means a written contract executed by a buyer acting through a buyer's agent that becomes the contract for the sale of the real property upon acceptance by the seller. **(j)** "Real property" means any estate specified by subdivision (1) or (2) of Section 761 in property, and includes (1) single-family residential property, (2) multi-unit residential property with more than four dwelling units, (3) commercial real property, (4) vacant land, (5) a ground lease coupled with improvements, or (6) a manufactured home as defined in Section 18007 of the Health and Safety Code, or a mobile home as defined in Section 18008 of the Health and Safety Code, when offered for sale or sold through an agent pursuant to the authority contained in Section 10131.6 of the Business and Professions Code. **(k)** "Real property transaction" means a transaction for the sale of real property in which an agent is retained by a buyer, seller, or both a buyer and seller to act in that transaction, and includes a listing or an offer to purchase. **(l)** "Sell," "sale," or "sold" refers to a transaction for the transfer of real property from the seller to the buyer and includes exchanges of real property between the seller and buyer, transactions for the creation of a real property sales contract within the meaning of Section 2985, and transactions for the creation of a leasehold exceeding one year's duration. **(m)** "Seller" means the transferor in a real property transaction and includes an owner who lists real property with an agent, whether or not a transfer results, or who receives an offer to purchase real property of which he or she is the owner from an agent on behalf of another. "Seller" includes both a vendor and a lessor of real property. **(n)** "Buyer's agent" means an agent who represents a buyer in a real property transaction.

2079.14. A seller's agent and buyer's agent shall provide the seller and buyer in a real property transaction with a copy of the disclosure form specified in Section 2079.16, and shall obtain a signed acknowledgment of receipt from that seller and buyer, except as provided in Section 2079.15, as follows: **(a)** The seller's agent, if any, shall provide the disclosure form to the seller prior to entering into the listing agreement. **(b)** The buyer's agent shall provide the disclosure form to the buyer as soon as practicable prior to execution of the buyer's offer to purchase. If the offer to purchase is not prepared by the buyer's agent, the buyer's agent shall present the disclosure form to the buyer not later than the next business day after receiving the offer to purchase from the buyer.

2079.15. In any circumstance in which the seller or buyer refuses to sign an acknowledgment of receipt pursuant to Section 2079.14, the agent shall set forth, sign, and date a written declaration of the facts of the refusal.

2079.16 Reproduced on Page 1 of this AD form.

2079.17(a) As soon as practicable, the buyer's agent shall disclose to the buyer and seller whether the agent is acting in the real property transaction as the buyer's agent, or as a dual agent representing both the buyer and the seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller, the buyer, and the buyer's agent prior to or coincident with execution of that contract by the buyer and the seller, respectively. **(b)** As soon as practicable, the seller's agent shall disclose to the seller whether the seller's agent is acting in the real property transaction as the seller's agent, or as a dual agent representing both the buyer and seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller and the seller's agent prior to or coincident with the execution of that contract by the seller.
(C) CONFIRMATION: The following agency relationships are confirmed for this transaction.

Seller's Brokerage Firm DO NOT COMPLETE, SAMPLE ONLY License Number _____
Is the broker of (check one): ☐ the seller; or ☐ both the buyer and seller. (dual agent)
Seller's Agent DO NOT COMPLETE, SAMPLE ONLY License Number _____
Is (check one): ☐ the Seller's Agent. (salesperson or broker associate), or ☐ both the Buyer's Agent and the Seller's Agent. (dual agent)
Buyer's Brokerage Firm DO NOT COMPLETE, SAMPLE ONLY License Number _____
Is the broker of (check one): ☐ the buyer; or ☐ both the buyer and seller. (dual agent)
Buyer's Agent DO NOT COMPLETE, SAMPLE ONLY License Number _____
Is (check one): ☐ the Buyer's Agent. (salesperson or broker associate), or ☐ both the Buyer's Agent and the Seller's Agent. (dual agent)

(d) The disclosures and confirmation required by this section shall be in addition to the disclosure required by Section 2079.14. An agent's duty to provide disclosure and confirmation of representation in this section may be performed by a real estate salesperson or broker associate affiliated with that broker.

2079.18 (Repealed pursuant to AB-1289, 2017-18 California Legislative session)

2079.19 The payment of compensation or the obligation to pay compensation to an agent by the seller or buyer is not necessarily determinative of a particular agency relationship between an agent and the seller or buyer. A listing agent and a selling agent may agree to share any compensation or commission paid, or any right to any compensation or commission for which an obligation arises as the result of a real estate transaction, and the terms of any such agreement shall not necessarily be determinative of a particular relationship.

2079.20 Nothing in this article prevents an agent from selecting, as a condition of the agent's employment, a specific form of agency relationship not specifically

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prohibited by this article if the requirements of Section 2079.14 and Section 2079.17 are complied with.

2079.21 (a) A dual agent may not, without the express permission of the seller, disclose to the buyer any confidential information obtained from the seller. **(b)** A dual agent may not, without the express permission of the buyer, disclose to the seller any confidential information obtained from the buyer. **(c)** "Confidential information" means facts relating to the client's financial position, motivations, bargaining position, or other personal information that may impact price, such as the seller is willing to accept a price less than the listing price or the buyer is willing to pay a price greater than the price offered. **(d)** This section does not alter in any way the duty or responsibility of a dual agent to any principal with respect to confidential information other than price.

2079.22 Nothing in this article precludes a seller's agent from also being a buyer's agent. If a seller or buyer in a transaction chooses to not be represented by an agent, that does not, of itself, make that agent a dual agent.

2079.23 (a) A contract between the principal and agent may be modified or altered to change the agency relationship at any time before the performance of the act which is the object of the agency with the written consent of the parties to the agency relationship. **(b)** A lender or an auction company retained by a lender to control aspects of a transaction of real property subject to this part, including validating the sales price, shall not require, as a condition of receiving the lender's approval of the transaction, the homeowner or listing agent to defend or indemnify the lender or auction company from any liability alleged to result from the actions of the lender or auction company. Any clause, provision, covenant, or agreement purporting to impose an obligation to defend or indemnify a lender or an auction company in violation of this subdivision is against public policy, void, and unenforceable.

2079.24 Nothing in this article shall be construed to either diminish the duty of disclosure owed buyers and sellers by agents and their associate licensees, subagents, and employees or to relieve agents and their associate licensees, subagents, and employees from liability for their conduct in connection with acts governed by this article or for any breach of a fiduciary duty or a duty of disclosure.

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J. CANNABIS BUSINESS ORGANIZATIONAL STATUS

202463019506

STATE OF CALIFORNIA
Office of the Secretary of State
ARTICLES OF ORGANIZATION
CA LIMITED LIABILITY COMPANY
California Secretary of State
1500 11th Street
Sacramento, California 95814
(916) 657-5448

For Office Use Only
-FILED-
File No.: 202463019506
Date Filed: 7/16/2024

Limited Liability Company Name	
Limited Liability Company Name	FLOWER DEPT LLC
Initial Street Address of Principal Office of LLC	
Principal Address	19360 RINALDI ST 388 PORTER RANCH, CA 91326
Initial Mailing Address of LLC	
Mailing Address	19360 RINALDI ST 388 PORTER RANCH, CA 91326
Attention	TONY SIMEONE
Agent for Service of Process	
Agent Name	TONY SIMEONE
Agent Address	19360 RINALDI ST 388 PORTER RANCH, CA 91326
Purpose Statement	
The purpose of the limited liability company is to engage in any lawful act or activity for which a limited liability company may be organized under the California Revised Uniform Limited Liability Company Act.	
Management Structure	
The LLC will be managed by	All LLC Member(s)

Additional information and signatures set forth on attached pages, if any, are incorporated herein by reference and made part of this filing.

Electronic Signature

☒ By signing, I affirm under penalty of perjury that the information herein is true and correct and that I am authorized by California law to sign.

ANTONIO SIMEONE — Organizer Signature
07/16/2024 — Date

B2892-2809 07/16/2024 3:31 PM Received by California Secretary of State

Page 1 of 1

BA20241928279

STATE OF CALIFORNIA
Office of the Secretary of State
STATEMENT OF INFORMATION
LIMITED LIABILITY COMPANY
California Secretary of State
1500 11th Street
Sacramento, California 95814
(916) 657-5448

For Office Use Only
-FILED-
File No.: BA20241928279
Date Filed: 10/31/2024

B3160-3870 10/31/2024 9:57 AM Received by California Secretary of State

Entity Details

Limited Liability Company Name	FLOWER DEPT LLC
Entity No.	202463019506
Formed In	CALIFORNIA

Street Address of Principal Office of LLC

Principal Address	200 JOHN ST BANNING, CA 92220

Mailing Address of LLC

Mailing Address	200 JOHN ST BANNING, CA 92220
Attention	TONY SIMEONE

Street Address of California Office of LLC

Street Address of California Office	200 JOHN ST BANNING, CA 92220

Manager(s) or Member(s)

Manager or Member Name	Manager or Member Address
+ Antonio Simeone	200 JOHN ST BANNING, CA 92220
+ Kenneth Brymer	200 JOHN ST BANNING, CA 92220
+ Victor Quezada	200 JOHN ST BANNING, CA 92220

Agent for Service of Process

Agent Name	TONY SIMEONE
Agent Address	19360 RINALDI ST 388 PORTER RANCH, CA 91326

Type of Business

Type of Business	Cannabis Cultivation

Email Notifications

Opt-in Email Notifications	Yes, I opt-in to receive entity notifications via email.

Chief Executive Officer (CEO)

CEO Name	CEO Address
+ Antonio Simeone	200 JOHN ST BANNING, CA 92220

Labor Judgment

No Manager or Member, as further defined by California Corporations Code section 17702.09(a)(8), has an outstanding final judgment issued by the Division of Labor Standards Enforcement or a court of law, for which no appeal is pending, for the violation of any wage order or provision of the Labor Code.

Electronic Signature

☒ By signing, I affirm under penalty of perjury that the information herein is true and correct and that I am authorized by California law to sign.

Antonio Simeone	*10/31/2024*
Signature	Date

B3160-3871 10/31/2024 9:57 AM Received by California Secretary of State

IRS DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

Date of this notice: 07-16-2024

Employer Identification Number:
99-4005279

Form: SS-4

Number of this notice: CP 575 B

FLOWER DEPT LLC
ANTONIO SIMEONE MBR
19360 RINALDI ST STE 388
PORTER RANCH, CA 91326

For assistance you may call us at:
1-800-829-4933

IF YOU WRITE, ATTACH THE
STUB AT THE END OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 99-4005279. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

Taxpayers request an EIN for their business. Some taxpayers receive CP575 notices when another person has stolen their identity and are opening a business using their information. If you did **not** apply for this EIN, please contact us at the phone number or address listed on the top of this notice.

When filing tax documents, making payments, or replying to any related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear-off stub and return it to us.

Based on the information received from you or your representative, you must file the following forms by the dates shown.

Form 1065 03/15/2025

If you have questions about the forms or the due dates shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, *Accounting Periods and Methods*.

We assigned you a tax classification (corporation, partnership, estate, trust, EPMF, etc.) based on information obtained from you or your representative. It is not a legal determination of your tax classification, and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2020-1, 2020-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, *Entity Classification Election*. See Form 8832 and its instructions for additional information.

A limited liability company (LLC) may file Form 8832, *Entity Classification Election*, and elect to be classified as an association taxable as a corporation. If the LLC is eligible to be treated as a corporation that meets certain tests and it will be electing S corporation status, it must timely file Form 2553, *Election by a Small Business Corporation*. The LLC will be treated as a corporation as of the effective date of the S corporation election and does not need to file Form 8832.

(IRS USE ONLY) 575B 07-16-2024 FLOW B 9999999999 SS-4

IMPORTANT REMINDERS:

* Keep a copy of this notice in your permanent records. This notice is issued only one time and the IRS will not be able to generate a duplicate copy for you. You may give a copy of this document to anyone asking for proof of your EIN.

* Use this EIN and your name exactly as they appear at the top of this notice on all your federal tax forms.

* Refer to this EIN on your tax-related correspondence and documents.

* Provide future officers of your organization with a copy of this notice.

Your name control associated with this EIN is FLOW. You will need to provide this information along with your EIN, if you file your returns electronically.

Safeguard your EIN by referring to Publication 4557, Safeguarding Taxpayer Data: A Guide for Your Business.

You can get any of the forms or publications mentioned in this letter by visiting our website at www.irs.gov/forms-pubs or by calling 800-TAX-FORM (800-829-3676).

If you have questions about your EIN, you can contact us at the phone number or address listed at the top of this notice. If you write, please tear off the stub at the bottom of this notice and include it with your letter.

Thank you for your cooperation.

Keep this part for your records. CP 575 B (Rev. 7-2007)

Return this part with any correspondence so we may identify your account. Please correct any errors in your name or address.

CP 575 B

9999999999

Your Telephone Number ( ) -
_____

Best Time to Call
_____

DATE OF THIS NOTICE: 07-16-2024
EMPLOYER IDENTIFICATION NUMBER: 99-4005279
FORM: SS-4 NOBOD

INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

FLOWER DEPT LLC
ANTONIO SIMEONE MBR
19360 RINALDI ST STE 388
PORTER RANCH, CA 91326

DISPLAY THIS PERMIT CONSPICUOUSLY AT THE PLACE OF BUSINESS FOR WHICH IT IS ISSUED

CALIFORNIA DEPARTMENT OF TAX AND FEE ADMINISTRATION

SELLER'S PERMIT

PERMIT NUMBER

208502176 - 00001

FLOWER DEPT
FLOWER DEPT LLC
200 JOHN ST
BANNING CA 92220-6042

START DATE:
October 29, 2024

IS HEREBY AUTHORIZED PURSUANT TO SALES AND USE TAX LAW TO ENGAGE IN THE BUSINESS OF SELLING TANGIBLE PERSONAL PROPERTY AT THE ABOVE LOCATION.

THIS PERMIT IS NOT VALID AT ANY OTHER ADDRESS.

YOU ARE REQUIRED TO OBEY ALL FEDERAL AND STATE LAWS THAT REGULATE OR CONTROL YOUR BUSINESS. THIS PERMIT DOES NOT ALLOW YOU TO DO OTHERWISE.

PLEASE RETAIN THIS DOCUMENT FOR YOUR RECORDS.

THIS PERMIT IS VALID UNTIL REVOKED OR CANCELED AND IS NOT TRANSFERABLE.
FOR GENERAL TAX QUESTIONS, PLEASE CALL OUR CUSTOMER SERVICE CENTER AT 1-800-400-7115 (TTY:711).
FOR INFORMATION ON YOUR RIGHTS, CONTACT THE TAXPAYERS' RIGHTS ADVOCATE OFFICE AT 1-888-324-2798.

CDTFA-442-R REV. 20 (2-22)

A MESSAGE TO OUR PERMIT HOLDER

As a permittee, you have certain rights and responsibilities under the Sales and Use Tax Law. For assistance, we offer the following resources:

- Our website at *www.cdtfa.ca.gov*.
- Our toll-free Customer Service Center at 1-800-400-7115 (TTY:711). Customer service representatives are available Monday through Friday from 7:30 a.m. to 5:00 p.m. (Pacific time), except state holidays.

As a permittee, you are expected to maintain the normal books and records of a prudent businessperson. You are required to maintain these books and records for no less than four years, and make them available for inspection by a California Department of Tax and Fee Administration (CDTFA) representative when requested. You are also required to know and charge the correct sales or use tax rate, including any local and district taxes.

You must notify us if you are buying, selling, adding a location, or discontinuing your business; adding or dropping a partner, officer, or member; or when you are moving any or all of your business locations. This permit is valid only for the owner specified on the permit. A person who obtains a permit and ceases to do business, or never commenced business, shall surrender their permit by immediately notifying CDTFA in writing at this address: California Department of Tax and Fee Administration, Field Operations Division, P.O. Box 942879, Sacramento, CA 94279-0047. You may also surrender the permit to a CDTFA representative.

If you would like to know more about your rights as a taxpayer, or if you are unable to resolve an issue with CDTFA, please contact the Taxpayers' Rights Advocate Office for help by calling 1-888-324-2798 or by faxing 1-916-323-3319.

As authorized by law, information provided by an applicant for a permit may be disclosed to other government agencies.

CEQAnet Recent Postings for Commercial Cannabis Projects

Date	State Clearinghouse #	Notice Type	Agency	Location	Environmental Factors/Other concerns
7/31/2025	2025071293	CatEx 15301 Existing Facilities	DCC	Arcata, Humboldt County	The Proposed Project will operate a Microbusiness license within an existing building at 55 Ericson Ct., Arcata, CA 95521 (APN 507-461-065-000). The Project will conduct infusion manufacturing, non-storefront retail, and distribution of commercial cannabis products under State and local law and improve an existing industrial building. The site is currently developed with an existing industrial building. The project will include only minor interior improvements and no changes beyond existing use proposed. The Department of Cannabis Control has determined that the project is a Class 1 Categorical Exemption project. Class 1 Categorical Exemptions consist of the operation, repair, maintenance, permitting, leasing, licensing, or minor alterations to existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of use beyond that existing at the time of the lead agency's determination. The Project involves the use of an existing building with no proposal for exterior changes or the addition of square footage. The design, location, size, and operating characteristics of the Project are compatible with the existing and future land uses within the vicinity. None of the exceptions to the exemption defined in Section 15300.2 apply to the Project.
7/30/2025	2025071269	StateEx15183 - Project is consistent with the County Cannabis EIR Resolution 2020-103 and commercial cannabis regulations Ordinance No. 315-823	DCC	Douglas City, Trinity County	The applicant is proposing a 4,956 sf of outdoor cannabis cultivation on the footprint of a legacy medical cultivation site in an unincorporated portion of Trinity county (Douglas City). The project site is zoned as Unclassified, with a General Plan Designation of Resource. There is no construction of new infrastructure required for this project. Water is being provided by an existing groundwater well. Access to the project site is via a short graveled driveway connecting to Mule Gulch Road. There is a bridge and a culvert associated with the road crossings of surface water on the access road to the residence and cultivation site. The premises is irregularly shaped and mature canopy beds are located throughout the site. Four water storage tanks holding up to 5,100 gallons of water are located on the western portion of the premises. One Class I and one Class II watercourse run roughly north-south through the property.
7/28/2025	2025071110	Section 15183 and the activity does not require additional CEQA analysis.	DCC	Hayfork, Trinity County	The Project will consist of 10,000 square feet (SF) of outdoor mature canopy and approximately 120 SF of immature canopy. Existing support infrastructure includes a 10'x12' shed for ag chemical storage, a 20'x24.5' garage for processing, packaging, and harvest storage; a 10'x12' shed for immature plants, a municipal water service connection, and a 100-gallon nutrient mixing tank. Power for the project is provided by TPUD and there is a permitted septic system onsite to serve the project's wastewater needs. The Department of Cannabis Control has determined that the project is consistent with the local jurisdiction community plan and/or zoning designations. CEQA mandates that the project is consistent with the development density established by existing zoning, community plan, or general plan policies for which an EIR was certified and shall not require additional environmental review, except as might be necessary to examine whether there are project-specific significant effects which are peculiar to the project or its site. The project activity fits within the parameters included in CEQA Guidelines Section 15183 and the activity does not require additional CEQA analysis.

7/25/2025	2025071089	CatEx 15301 Existing Facilities	DCC	Hawthorne, Los Angeles County	The Project will consist of a cannabis distribution facility located at 13214-13224 Prairie Avenue, Hawthorne, CA 90250. The APN is 4050-029-045. It will operate out of an existing 7300 SF building and occupy 1767 SF for cannabis activities. The lot area is 12,800 SF. The building is substantially surrounded by commercial and mixed-use businesses The Department of Cannabis Control has determined that the project is a Class 1 Categorical Exemption Project. Class 1 Categorical Exemptions consist of the operation, repair, maintenance, permitting, leasing, licensing, or minor alterations to existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of use beyond that existing at the time of the lead agency's determination. The Project involves the use of an existing industrial building with no proposal for building expansion. The design, location, size, and operating characteristics of the Project are compatible with the existing and future land uses within the vicinity as it is zoned light industrial zoned. None of the exceptions to the exemption defined in Section 15300.2 apply to the Project.
7/25/2025	2025071055	CatEx 15301 Existing Facilities	DCC	Sacramento, Sacramento County	The applicant proposes cannabis cultivation and manufacturing activities within an existing 34,900 sf warehouse in the City of Sacramento (4150 Florin Perkins Road). The site is on a 2.09 acre parcel in the Light Industrial and Solid Waste Restricted Overlay (M-1S-SWR) zone. The applicant expects approximately 4,321 sf of the building will be utilized for manufacturing and the remaining portions would be used for cultivation and other necessary business-related spaces, such as an office, storage, and loading areas. The project proposes 3,360 sf of indoor canopy area. The facility also holds 916 sf of immature plant area.
7/25/2025	2025071054	CatEx 15301 Existing Facilities	DCC	Long Beach, Los Angeles County	The project is located at 1419 Santa Fe Ave, Long Beach, CA 90813 within Los Angeles County. The site is on the western side of Santa Fe Ave between Cowles Street and W. 14th Street. The site is equidistant from the intersections of Santa Fe Ave with Cowles Street and W. 14th Street. The site parcel, APN 7432-004-032 features an area of 4,000 square-feet. The 4,000-square-foot subject site and surrounding properties are located on relatively flat lots. There are no natural features in the immediate quarter-mile vicinity. The subject site is within the General Industrial (IG) Zoning District and has a General Plan Land Use Place Type designation of Industrial (I). The subject site is currently developed with a two-story, 6,198 SF building, approximately 20'-0" at the highest point. The site features an alley to the rear of the site, providing access to the site. No interior or exterior improvements are being requested as part of this application. The project will require city approved permits which include health permits, and a business license. The Department of Cannabis Control has determined that the project is a Class 1 Categorical Exemption project. Class 1 Categorical Exemptions consist of the operation, repair, maintenance, permitting, leasing, licensing, or minor alterations to existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of use beyond that existing at the time of the lead agency's determination. None of the exceptions to this exemption defined in Section 15300.2 apply.
7/10/2025	2025070414	CatEx 15332 Infill Site	Dept of Cannabis Control (DCC)	Santa Ana, Orange County	The project will consist of a cannabis distribution operation located at 3002 Oak St, Santa Ana, CA 92707 (APN 411-032- 009). The distribution activity will occupy a 1,200 sq. ft. area of an existing 6,000 sq. ft. building on a 17,382 sq. ft. lot. The project is located in a Light Industrial (M1) zone within the city limits of Santa Ana, which allows for commercial cannabis distribution activities. The project is consistent with all the general plan designation and zoning requirements for the Light Industrial zone.

7/9/2025	2025070363	Notice of Exemption (NOE) CatEx15301	DCC	Arcata, Humboldt County	Manufacturing Type 6 Non-volatile solvent extraction license
7/9/2025	2025070362	NOE StatEx15183 Prior approved EIR	DCC	Valley Springs, Calaveras County	±80-acre agricultural parcel
7/9/2025	2025070361	StateEx15183 - Nevada County Resolution No. 19-199 certified a Program Environmental Impact Report (PEIR; SCH #2018082023) for the Nevada County Commercial Cannabis Cultivation Ordinance	DCC	Nevada County	Small Outdoor cultivation operation with a total of 9,984 square feet of non-contiguous canopy area
7/9/2025	2025070352	CatEx 15301	DCC	Watsonville, Santa Cruz County	The project proposes to operate a mixed use, commercial cannabis cultivation facility on an approximately 37-acre CA (Commercial Agriculture) zoned parcel. The proposed cultivation site is within 600 feet of a school and within 400 feet of habitable structures to outdoor cultivation and co-location of up to two (2) cultivators. The applicant intends to replace the existing Medium Outdoor (CCL18-0000151) with this license. The project would include **35,784 sf of canopy area** across 10 tables. Additionally, three areas each of 2,592 sf immature plant area are proposed as part of the application. **Lights will be installed in the canopy area totaling 440,800 watts.**
7/7/2025	2025070271	CatEx 15301 & 15332	DCC	Los Angeles/County	The project will consist of a cannabis processing facility operating in accordance with State and local law. Existing City sewer service is provided to the project site, and water and electricity are provided by the City of Los Angeles Department of Water and Power. Operations would be Monday through Friday from 9:00 a.m. to 6:00 p.m. As a processor, applicant's activities include receiving cannabis flower from licensed cultivators or distributors, trimming cannabis flowers, drying/curing trimmed cannabis, packaging finished cannabis goods, and limited storage of packaged cannabis goods until ready for sale.
7/7/2025	2025070256	CatEx 15301	DCC	Mendocino County	The Department of Cannabis Control, pursuant to authority granted under Business and Procession Code, Section 26012, approved both a Small Outdoor and Mixed-Light Tier 1 commercial cannabis license submitted on 5/31/2023 by Mario Baroza. The Project will consist of cannabis cultivation on an existing site located at 2871 Hearst Willits Road (APN 108-080-12-00). This project was issued Mendocino County cultivation permit CAN-C-2025-005 on 3/25/2025. The site is zoned Agriculture (AG 160) and has previously been used for cattle grazing and hay production. This site now includes cannabis production with no plans for future expansion. Activities that take place include cannabis cultivation, drying, curing, weighing, trimming, disposal, and storage. The project would continue to source water from an onsite well, there is onsite septic for wastewater, and power is provided by the local utility provider.
7/3/2025	2025070178	CatEx 15332 Infill Site	DCC	Arcata, Humboldt County	The proposed project will operate a microbusiness license out of an existing facility located at 4751 WEST END RD, ARCATA, CA 95521 (APN 507-121-042). The applicant will store cannabis products for cultivation, type-6 manufacturing, infusions, and distribution in 10,000 square foot facility (0.69 ac site). The site will receive water from the City of Arcata and energy from PG&E. No modifications were needed at this site prior to operations.

7/3/2025	2025070164	The Department of Cannabis Control has determined that the project is consistent with the local jurisdiction community plan and/or zoning designations. On May 14, 2019, Nevada County Resolution No. 19-199 certified a Program Environmental Impact Report (PEIR; SCH #2018082023) for the Nevada County Commercial Cannabis Cultivation Ordinance. The project activity fits within the parameters included in **CEQA Guidelines Section 15183 and the activity does not require additional CEQA analysis.**	DCC	Nevada County	The Department of Cannabis Control, pursuant to authority granted under Business and Profession Code, Division 10, Chapter 2, Section 26012, approved a Specialty Outdoor commercial cannabis cultivation license. s: The Project will consist of the conversion of two (2) existing Ag-Exempt high tunnel hoop houses previously used for immature plants to three (3) Ag-Exempt high tunnel hoop houses for Outdoor Canopy, totaling 4,770 sq ft. This license is in addition to Microbusiness license C12-0000601-LIC of the same business name on site which includes 9,996 square feet of mature canopy. The project is served by an onsite well which will provide approximately 176,400 gallons annually for irrigation.
7/30/2025	2025071279	Negative Declaration (ND)	DCC	Modesto, Stanislaus County	The Department of Cannabis Control prepared an Initial Study/ Negative Declaration for Truleaf (Proposed Project). The Proposed Project consists of the development of a commercial cannabis cultivation, distribution and non-volatile manufacturing business in an existing 20,400 square foot warehouse on a 1.28-acre parcel in the P-I (Planned Industrial) zoning district. The Proposed Project would include a 7,957 square foot indoor cultivation area with 4,900 square feet of canopy in an existing warehouse. The warehouse would house grow rooms for cultivation, with separate areas for processing, drying, packaging, storage, employee break rooms, administration, and warehouse space. Within the warehouse the proposed operation would cultivate flowering cannabis plants, including planting, growing, harvesting, drying, curing, grading, and trimming of the cannabis plants, for the purpose of wholesale to other licensed distributors and retailers. The cultivation activities would include some nursery stock, which are produced within the cultivation facility within a dedicated 390 square foot Veg Room within which 320 square feet are dedicated to non-flowering cannabis plants. **Stanislaus County Ordinances -** Title 6.78 Commercial Cannabis Activities/6.78.120 General Operational Standards - **D. Odor Control.** Odor Control devices and techniques shall be incorporated into all commercial cannabis activities to ensure that odors from cannabis are not detectable off-site. Commercial cannabis activities shall provide a sufficient odor absorbing ventilation and exhaust system so that cannabis odors are not detected outside of the facility, anywhere on adjacent property or public rights-of-way, on or about the exterior or interior common area walkways, hallways, breezeways, foyers, lobby areas, or any other areas available for use by common tenants or the visiting public, or within any other unit located inside the same building as a commercial cannabis activity. As such, the permittees shall install and maintain an exhaust air filtration system or other similar equipment with odor control that prevents internal odors from being emitted externally. 1. In no case shall untreated air be vented outside of any building used to conduct a commercial cannabis activity. 2. The devices and techniques to be used to control odor shall be reviewed and approved by a certified professional approved by the County and an audit of the devices and techniques to be used shall be conducted within 30 days of the commercial cannabis activity being conducted upon issuance of a CCA permit.

7/30/2025	2025071276	Negative Declaration (ND)	DCC	Patterson, Stanislaus County	The Proposed Project consists of the development of a mixed-light commercial cannabis cultivation and nursery business, including 15 greenhouses to be utilized for cultivation, five greenhouses to be utilized for nursery production, and an existing agricultural storage building and two accessory storage buildings to be utilized for office, storage, distribution, and processing activities. Each greenhouse would be 2,880 square foot and would contain four planter beds measuring 350 square feet, for a total of 1,400 square feet of canopy per greenhouse. At full buildout, the Proposed Project would accommodate a canopy of 21,966 square feet of commercial cannabis cultivation in the A-2-20 (General Agriculture) zoning district. **Title 6.78 Commercial Cannabis Activities -** 6.78.120 General Operational Standards **D. Odor Control.** Odor Control devices and techniques shall be incorporated into all commercial cannabis activities to ensure that odors from cannabis are not detectable off-site. Commercial cannabis activities shall provide a sufficient odor absorbing ventilation and exhaust system so that cannabis odors are not detected outside of the facility, anywhere on adjacent property or public rights-of-way, on or about the exterior or interior common area walkways, hallways, breezeways, foyers, lobby areas, or any other areas available for use by common tenants or the visiting public, or within any other unit located inside the same building as a commercial cannabis activity. As such, the permittees shall install and maintain an exhaust air filtration system or other similar equipment with odor control that prevents internal odors from being emitted externally. 1. In no case shall untreated air be vented outside of any building used to conduct a commercial cannabis activity. 2. The devices and techniques to be used to control odor shall be reviewed and approved by a certified professional approved by the county and an audit of the devices and techniques to be used shall be conducted within thirty days of the commercial cannabis activity being conducted upon issuance of a CCA permit.
7/24/2025	2020060431	MND	Lake County	Lakeport, Lake County	The Wellness Ranch cannabis cultivation operation is located on a 106.5-acre parcel (APN: 007-045-16) at 6751 Ridge Road, Lakeport. The County has previously issued two Minor Use Permits (MUP 19-15 and MUP 22-11) for cannabis cultivation operations. This application represents an amendment to use permit for Wellness Ranch for an expansion of cannabis canopy with facilities, and combination of the two previously issued permits. The site has been approved for the following (as of April of 2024): •Cultivation site 1 – existing 10,000 square foot fenced/gated outdoor garden •Cultivation site 2 – existing 10,000 square foot fenced/gated outdoor garden •Cultivation site 3 – existing 2,400 square foot indoor garden within barn •Various existing farm storage, processing, and service facilities, including four existing wells and water storage tanks, a hoop house for immature plants, three 40′ drying containers, one 40′ storage container, one 8′x12′ Pesticide/fertilizer storage shed, an ADA accessible toilet, security cameras/equipment, on site vehicle circulation and parking areas, trash storage bins, green waste composting/soil storage areas. **AQ-7: All buildings containing mature cannabis plants shall be equipped with carbon or similar air filtration systems prior to cultivation.**

6/16/2025	2025060729	Mitigated Neg Dec (MND)	Lake County	Lakeport, Lake County	Requesting discretionary approval from the County of Lake for a Major Use Permit, PL-25-67/ UP 21-40, for a proposed commercial cannabis cultivation, manufacturing, and distribution operation at 140 and 270 Soda Bay Road in unincorporated Lakeport, California on Lake County APNs 008-001-08 & 09. The total canopy area is **43,200 square feet** (sf); the total **cultivation area is 94,120 sf**. The project will be comprised of two A-Type 3B "Medium Mixed-Light Tier 1" Cultivation Licenses, an A-Type 6 Non-Volatile Cannabis Manufacturing License, and an A-Type 11 Cannabis Distributor License. The two A-Types 3B "Medium Mixed-Light Tier 1" Cultivation Licenses will consist of thirty (30) proposed 3,000 sf greenhouses (15 for each license) and a proposed 6,000 sf Processing and Non-Volatile Manufacturing Facility (metal building) on Lake County APN 008-001-08. The A-Type 6 Non-Volatile Cannabis Manufacturing License Type will include a 2,400-sf building for manufacturing that will be located within the proposed Processing and Non-Volatile Manufacturing Facility on the commercially zoned portion of APN 008-001-08 near Soda Bay Road. The A-Type 11 Cannabis Distributor License will be located within a proposed 2,400 sf Distribution Facility (metal building) on Lake County APN 008-001-09. **AQ-1:** Prior to obtaining the necessary permits and/or approvals for any phase, applicant shall contact the Lake County Community Development Department and is required to submit an Odor Control Plan for review and approval or revision prior to the public hearing.
3/6/2025	2025030223	NOP of Draft EIR	Los Angeles County	Los Angeles County	Lists emissions and odors as a potentially significant impact in the Initial Study and will be evaluated furter in the EIR (Only NOP and Initial Study published). The County should be in the process of drafting the Draft EIR as this is just the Notice of Preparation which is following the CEQA Guidelines in the procedures of producing an EIR document. **Probably will not see the Draft EIR for 12 or more months.**
2/12/2025	2024081319	Draft EIR for the Humboldt Regional Climate Action Plan and CEQA GHG Emissions Thresholds	Humboldt County	Humboldt County	This is not a cannabis specific project but does concern a local Climate Action Plan and Greenhouse Gas (GHG) emissions. The air quality and other sections of the Draft EIR do not include cannabis related emissions or odors. Odor discussion more focused on other commercial and industrial uses such as fast food, manufacturing, gasoline stations and other gases emitted from industrial sites. **NO CANNABIS ODOR MITIGATION PROPOSED**

2/4/2025	2025020076	MND	Lake County	Lower Lake, Lake County	The proposed cannabis cultivation operation includes up to 42,066 sq. ft. (0.97 acres) of cannabis canopy within three cultivation areas, two (2) 120 sq. ft. wooden storage sheds, two (2) existing on site permitted groundwater wells, four (4) employee parking spaces, including one (1) ADA space, one (1) 5,000-gallon water storage tank made of steel or fiberglass dedicated to fire suppression, and three (3) 5,000-gallon water storage tanks. The proposed outdoor cultivation area would be enclosed with 6-foot tall chain link fences, covered with privacy screen/mesh where necessary to screen the cultivation area from public view. The growing medium of the **proposed outdoor cultivation** area will an imported organic soil mixture in above ground beds. All water for the proposed cultivation operation would come from the existing on-site groundwater wells, and drip irrigation systems will be used to deliver irrigation water and to conserve water resources. Grading and vegetation removal will be required to create terraces on which the proposed canopy areas will be located. Living trees with a diameter of six (6) inches or greater at breast height (6-inch DBA) will not be removed. **NO CANNABIS ODOR MITIGATION PROPOSED**

CITY OF BANNING

NOTICE OF PUBLIC HEARING
BEFORE THE CITY COUNCIL

Cannabis – Conditional Use Permit, Case PLN 24-0107
Flower Dept, LLC
200 John Street, Banning, CA 92220

NOTICE IS HEREBY GIVEN that the City Council of the City of Banning, California, will hold a public hearing at its meeting of September 23, 2025. The City Council meeting begins at 5:00 p.m., in the Council Chambers at City Hall, 99 East Ramsey Street, Banning, CA 92220. To observe the live meeting through your personal computer or smart phone enter the following link: https://banninglive.viebit.com or view on the Banning Government Channel on Cable Television.

The purpose of this hearing is to consider a Cannabis – Conditional Use Permit for the commercial cultivation of cannabis (Project) by Flower Dept, LLC within an existing 8,041 square-foot industrial building at 200 John Street, Banning, CA in the Industrial (I) Zoning District (APN 541-220-006).

The Planning Commission reviewed the subject project at its meeting of July 9, 2025, and at an August 6, 2025 special meeting, and voted 3 to 2 to recommend approval of a Cannabis – Conditional Use Permit to the City Council of the City of Banning.

ENVIRONMENTAL DETERMINATION: The proposed Project is categorically exempt pursuant to Section 15301 (Existing Facilities) of the California Environmental Quality Act (CEQA) Guidelines.

REVIEW OF PROJECT INFORMATION: The proposed application, site plan, and related documents are available for public review by contacting the Community Development Department during normal business hours (Monday – Friday, 8:00am to 5:00pm) by telephone at (951) 922-3125.

COMMENT ON THIS APPLICATION: Response to this notice may be made verbally at the Public Hearing and/or in writing before the hearing:

- You may provide oral comments at the in-person hearing. Agendas are available at least 72 hours in advance of the meeting online: https://banningca.granicus.com/ViewPublisher.php?view_id=1
- Written comments may be submitted to the City Council by email at CityClerks@banningca.gov or letter to the address below. Transmittal prior to the start of the meeting is required. Any correspondence received during or after the meeting will be distributed to the City Council as soon as practicable and retained for the official record.

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

Any challenge of the proposed project in court may be limited to raising only those issues raised at the public hearing described in this notice, or in written correspondence delivered to the City Clerk at, or prior, to the public hearing (Government Code Section 65009[b][2]).

Si necesita ayuda con esta carta, por favor llame a la Ciudad de Banning y puede hablar con Sandra Calderon, teléfono (951) 922-3125.

BY ORDER OF THE COMMUNITY DEVELOPMENT DIRECTOR OF THE CITY OF BANNING, CALIFORNIA.

David A. Newell, AICP
Community Development Director

Dated: September 8, 2025
Publish: September 12, 2025

Print Form

Notice of Exemption

Appendix E

To: Office of Planning and Research
P.O. Box 3044, Room 113
Sacramento, CA 95812-3044

County Clerk
County of: Riverside
2724 Gateway Drive
Riverside

From: (Public Agency): City of Banning
99 E Ramsey St
Banning, CA 92220
(Address)

Project Title: Indoor Cannabis Cultivation, Flower Dept.

Project Applicant: Ricardo Alcantara

Project Location - Specific:
200 John St, Banning, CA 92220 APN: 541-220-006 Address change to 319 Galleher Way

Project Location - City: Banning Project Location - County: Riverside

Description of Nature, Purpose and Beneficiaries of Project:

The project proposes to allow the interior tenant improvement and operation of a commercial cannabis cultivation facility within an existing 8,041 square-foot industrial building. The facility will include grow rooms, dry/trim rooms, storage, restrooms, and a break area. No structural additions are proposed. The project includes site access via an easement from Gallaher Way and onsite security, odor control, and waste management systems. Flower Dept, LLC will operate daily from 6:00 AM to 10:00 PM.

Name of Public Agency Approving Project: City of Banning

Name of Person or Agency Carrying Out Project: Flower Dept, LLC

Exempt Status: **(check one):**

- ☐ Ministerial (Sec. 21080(b)(1); 15268);
- ☐ Declared Emergency (Sec. 21080(b)(3); 15269(a));
- ☐ Emergency Project (Sec. 21080(b)(4); 15269(b)(c));
- ☒ Categorical Exemption. State type and section number: Section 15301 (Existing Facilities)
- ☐ Statutory Exemptions. State code number: _____

Reasons why project is exempt:

The project qualifies as a Class 1 Categorical Exemption under CEQA Guidelines Section 15301, which applies to the interior or exterior alterations involving negligible or no expansion of use beyond what previously existed. The proposed commercial cannabis cultivation will occur entirely within an existing permitted structure. No new ground disturbance, expansion of building footprint, or significant environmental effects will occur. All activity will comply with local and state cannabis regulations.

Lead Agency Contact Person: Ted Lopez Area Code/Telephone/Extension: 951-922-3125

If filed by applicant:

1. Attach certified document of exemption finding.
2. Has a Notice of Exemption been filed by the public agency approving the project? Yes No

Signature: _____ Date: _____ Title: _____

Signed by Lead Agency Signed by Applicant

Authority cited: Sections 21083 and 21110, Public Resources Code.
Reference: Sections 21108, 21152, and 21152.1, Public Resources Code.

Date Received for filing at OPR: _____

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.)

City of Banning NPH PLN24-0107

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:

Sep 12, 2025

Executed on: September 12 2025

At City of Banning, California

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

Kaila Geaman
Signature

CITY OF BANNING

NOTICE OF PUBLIC HEARING BEFORE THE CITY COUNCIL

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Flower Dept, LLC
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Si necesita ayuda con esta carta, por favor llame a la Ciudad de Banning y puede hablar con Sandra Calderon, teléfono (951) 922-3125.

BY ORDER OF THE COMMUNITY DEVELOPMENT DIRECTOR OF THE CITY OF BANNING, CALIFORNIA.

David A. Newell, AICP	Dated: September 8, 2025
Community Development Director	Publish: September 12, 2025

Published
Record Gazette
September 12, 2025

CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Arturo Vela, Interim City Manager**
PREPARED BY:	**Art Vela, Interim City Manager**
MEETING DATE:	**September 23, 2025**
SUBJECT:	**Consideration of Resolution 2025-136 Recognizing the Fourth Friday of September as California Native American Day**

RECOMMENDATION:

Adopt Resolution 2025-136

BACKGROUND:

In 1998, the State of California established the fourth Friday of September as California Native American Day to recognize the enduring presence, sovereignty, and contributions of Indigenous communities. This observance provides an opportunity to educate residents about Native history, culture, and contemporary achievements while honoring the resilience of Tribal Nations throughout the state.

Across the San Gorgonio Pass and Riverside County, several cities have adopted or are considering similar resolutions that acknowledge the important role of Native Americans in shaping both local and national history. As identified in the proposed resolution, the City of Banning rests on the ancestral homelands of the Serrano and Cahuilla peoples, whose deep connection to the land, stewardship practices, and cultural traditions have influenced the region since time immemorial.

The Morongo Band of Mission Indians, a sovereign Tribal Nation immediately adjacent and within the City, continues to serve as a vital partner in the region's cultural, environmental, and economic landscape. The Tribe actively preserves its language, sacred sites, and traditions, while also contributing to the broader community through education, public safety partnerships, philanthropy, and significant economic investment that benefits residents throughout the Pass.

By adopting this resolution, the City reaffirms its respect for Tribal sovereignty and heritage, acknowledges the historic and ongoing contributions of Indigenous peoples, and expresses its commitment to fostering mutual understanding, cultural awareness, and stronger partnerships with Native communities.

JUSTIFICATION:

Approval of the Resolution 2025-136 designating California Native American Day provides an opportunity for the City to formally acknowledge the history, culture, and contributions of Native peoples, including those whose ancestral lands encompass the San Gorgonio Pass region. Adoption of this resolution demonstrates the City's commitment to inclusivity, cultural awareness, and respect for the sovereignty of Tribal Nations, while aligning with actions taken by other cities and jurisdictions across the state.

FISCAL IMPACT:

None.

ALTERNATIVES:
Do not approve.

BUDGETED?:
No

CONTRACT/AGREEMENT:
No

ATTACHMENTS:
1. Reso 2025-136.docx

RESOLUTION 2025-136

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, RECOGNIZING THE FOURTH FRIDAY OF SEPTEMBER AS CALIFORNIA NATIVE AMERICAN DAY

WHEREAS, the City of Banning recognizes that it sits within the ancestral homelands of the Morongo Band of Mission Indians, whose ancestors have cared for these lands since time immemorial; and

WHEREAS, these lands were historically the home and domain of the Serrano and Cahuilla peoples, whose rich cultures, languages, and traditions continue to flourish and shape the region today; and

WHEREAS, the City of Banning further acknowledges the creation of the Cahuilla Tribal Coalition, an inter-Tribal body formed by local Cahuilla Tribes to promote cultural and historical preservation in the San Gorgonio Pass and beyond; and

WHEREAS, the Morongo Band of Mission Indians continues to contribute immeasurably to the cultural, environmental, philanthropic, and economic vitality of the San Gorgonio Pass and greater Riverside County through stewardship, education, enterprise, generosity, and the preservation of traditions and sacred sites; and

WHEREAS, the City of Banning and the Morongo Band of Mission Indians, together and with neighboring communities, frequently partner on numerous initiatives and programs to address issues of mutual concern related to public safety, infrastructure, mobility, and the economy; and

WHEREAS, California Native American Day honors the enduring presence and sovereignty of Indigenous communities across the state and provides an opportunity to learn about and celebrate Native history, culture, and ongoing achievements; and

WHEREAS, the City of Banning is committed to fostering a strong, respectful relationship with the Morongo Band of Mission Indians and to supporting initiatives that preserve Native culture and sovereignty.

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

SECTION 1. City Council does hereby proclaim the Fourth Friday of September from the point forward as California Native American Day in the City of Banning.

SECTION 2. The City Council encourages all residents, schools, businesses, and community organizations to honor and celebrate the rich heritage and ongoing contributions of the Morongo Band of Mission Indians, and other Tribal Nations, and to support efforts that advance Native American cultural preservation, health, and prosperity.

PASSED, APPROVED AND ADOPTED this 23rd day of September, 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 2025-136, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 23rd day of September, 2025 by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Sandra Calderon
Acting Administrative City Clerk
City of Banning, California

CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Arturo Vela, Interim City Manager**
PREPARED BY:	**Nate Smith, Deputy Director of Public Works/City Engineer**
MEETING DATE:	**September 23, 2025**
SUBJECT:	**Consideration of Resolution 2025-131, Approving the Installation of a Stop Sign and Establishing a Multi-Way Stop Controlled Intersection at First Street/Hays Street and Highland Springs Avenue/Potrero Boulevard**

RECOMMENDATION:

Adopt Resolution 2025-131.

BACKGROUND:

The Banning Municipal Code provides guidance on the creation of a stop controlled intersection and the approvals required prior to such an installation.

BMC 10.08.100 - Authority for stop signs and yield signs

The City Engineer shall determine, in accordance with the Manual of Uniform Traffic Control Devices and California D.O.T. Traffic Manual whether circumstances warrant and justify installation of stop signs and yield signs, and by resolution, the City Council shall designate through streets, intersections, railroad grade crossings (subject to California Public Utilities Commission approval) at which vehicular traffic shall stop or yield before entering the intersection. The City Engineer shall place and maintain official traffic control devices giving notice thereof and no such designations shall be effective until such devices are in place.

There are two locations considered with this resolution, described below:

First Street/Hays Street:

A request was submitted to the Public Works Department to consider a stop sign at the intersection of First Street and Hays Street. The request was made as the area is heavily utilized for pick up and drop off for students at Central Elementary School. The intersection is also within the central business district. The Manual on Uniform Traffic Control Devices provides guidance on the installation and warrants that are necessary for the installation of the stop sign. A letter of support was submitted by the superintendent.

The intersection was 2-way stop controlled on Hays Street, allowing traffic on 1st Street to continue through the intersection unimpeded. First Street has angled parking on both sides of the street both north and south of Hays Street. The angled parking presents a safety issue for pedestrians and cyclists crossing 1st Street, as cars parked in the angled parking spaces limits visibility to through traffic, and for through traffic to observe pedestrians and cyclists crossing 1st street. A temporary stop sign was installed prior to school starting while this item could be brought to City Council for consideration.

The Warrant Analysis consists of 6 criteria (A, B, C1, C2, C3, D) and four optional criteria (A, B, C, D). In

this case, optional criteria B and C can be met, as discussed below.

B) The need to control vehicle/pedestrian conflicts near locations that generate high pedestrian volumes;

- Central Elementary School for drop off and pick up generates high pedestrian volumes and conflicts.

C) Locations where a road user, after stopping, cannot see conflicting traffic and in not able to negotiate the intersection unless conflicting cross traffic is also required to stop.

- Traffic on Hays Street has visibility obstructed by the angled parking on 1st Street for cars approaching the intersection.

Due to these other considerations, Public Works Staff recommends making the all way stop permanent at this location.

Highland Springs Avenue/Potrero Boulevard

The City of Beaumont has received a request for the installation of a stop sign at the intersection of Highland Springs Avenue and Potrero Boulevard. As this location is jurisdictionally shared with the City of Beaumont, any stop sign would require concurrence from the City of Banning. The City of Beaumont performed a warrant analysis for the intersection and determined that a single warrant was met. When presented to this body, the direction was to inform Beaumont to not install a stop sign at the intersection. The City of Beaumont conducted a further traffic analysis for the intersection and provided the details to City of Banning Public Works Department staff. The additional analysis continues to show that a stop sign is warranted at this location, primarily due to speed.

Speed studies conducted on Highland Springs Ave show that the 85th percentile speed on those road segment north and south of Potrero Boulevard are 45 mph, with peak speeds at 69 and 73 mph in the northbound and southbound directions, respectively. It is the high speeds on this roadway that present the safety issue for cars on Potrero Boulevard to enter into the vehicle stream on Highland Springs Avenue.

As such, the City of Beaumont is requesting to install a stop sign, limit line, 'STOP' legend, stop ahead sign, and temporary hi-vis flags on the northbound side of Highland Springs Avenue at and approaching Potrero Boulevard. Work will be completed by City of Beaumont Public Works Department staff.

JUSTIFICATION:

First Street/Hays Street:

Optional Criteria B and C of the California MUTCD 2014 Edition (Section 2B.07) - Multi-way Stop Application was determined to have been met, allowing for a multi-way stop sign and intersection control to be installed.

Highland Springs Avenue/Potrero Boulevard:

Criteria C3 of the California MUTCD 2014 Edition (Section 2B.07) - Multi-way Stop Application was determined to have been met, allowing for a multi-way stop sign and intersection control to be installed.

FISCAL IMPACT:

Work for the temporary stop sign installation at First and Hays was completed by City of Banning staff. City staff is considering other safety enhancements at the intersection to limit crossing distance and provide additional traffic calming. No additional work would be necessary at this time.

Work at the intersection of Highland Springs Avenue and Potrero Boulevard would be completed by City of Beaumont Public Works Department staff at no cost to the City of Banning.

ALTERNATIVES:

Do not adopt the resolution and provide direction to staff.

BUDGETED?:
No

CONTRACT/AGREEMENT:
No

ATTACHMENTS:
1. Reso 2025-131 - Stop Signs.docx
2. HSA & Potrero Multi-Way Stop Warrant.pdf
3. BUSD Letter of Support.pdf

RESOLUTION 2025-131

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, APPROVING THE INSTALLATION OF A STOP SIGN AND ESTABLISHING A MULTI-WAY STOP CONTROLLED INTERSECTION AT FIRST STREET/HAYS STREET AND HIGHLAND SPRINGS AVENUE/POTRERO BOULEVARD

WHEREAS, a request was made to evaluate the installation of a stop sign on First Street and Hays Street; and

WHEREAS, the City of Banning determined that optional criteria B and C were met in accordance with the Manual of Uniform Traffic Control Devices, California Edition 2014, which would allow for the installation of the stop sign creating a multi-way stop; and

WHEREAS, a citizen request originating in the City of Beaumont was made to evaluate the installation of a stop sign on Highland Springs Avenue at Potrero Boulevard; and

WHEREAS, the City of Beaumont conducted a multi-way stop assessment in accordance with the Manual of Uniform Traffic Control Devices, California Edition 2014 and determined that Criteria C3 was met, which would allow for the installation of the stop sign creating a multi-way stop; and

WHEREAS, Banning Municipal Code Section 10.08.100 requires that the City Council, through resolution, shall designate through streets, intersections, railroad grade crossings (subject to California Public Utilities Commission approval) at which vehicular traffic shall stop or yield before entering the intersection.

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

SECTION 1. The City Council approves the installation of a stop sign and establish multi-way stop control at the intersection of First Street and Hays Street.

SECTION 2. The City Council approves the installation of a stop sign and establish multi-way stop control at the intersection of Highland Springs Avenue and Potrero Boulevard.

SECTION 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 23th day of September, 2025.

Sheri Flynn, Mayor
City of Banning

ATTEST:

Sandra Calderon, Acting Administrative City Clerk
City of Banning

APPROVED AS TO FORM:

John Pinkney, City Attorney

CERTIFICATION:

I, Sandra Calderon, Acting Administrative City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution 2025-131, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 23rd day of September, 2025 by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

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

Multi-Way
Stop Application

By: Public Works Department

Date: 8/25/2025

By: Public Works Department

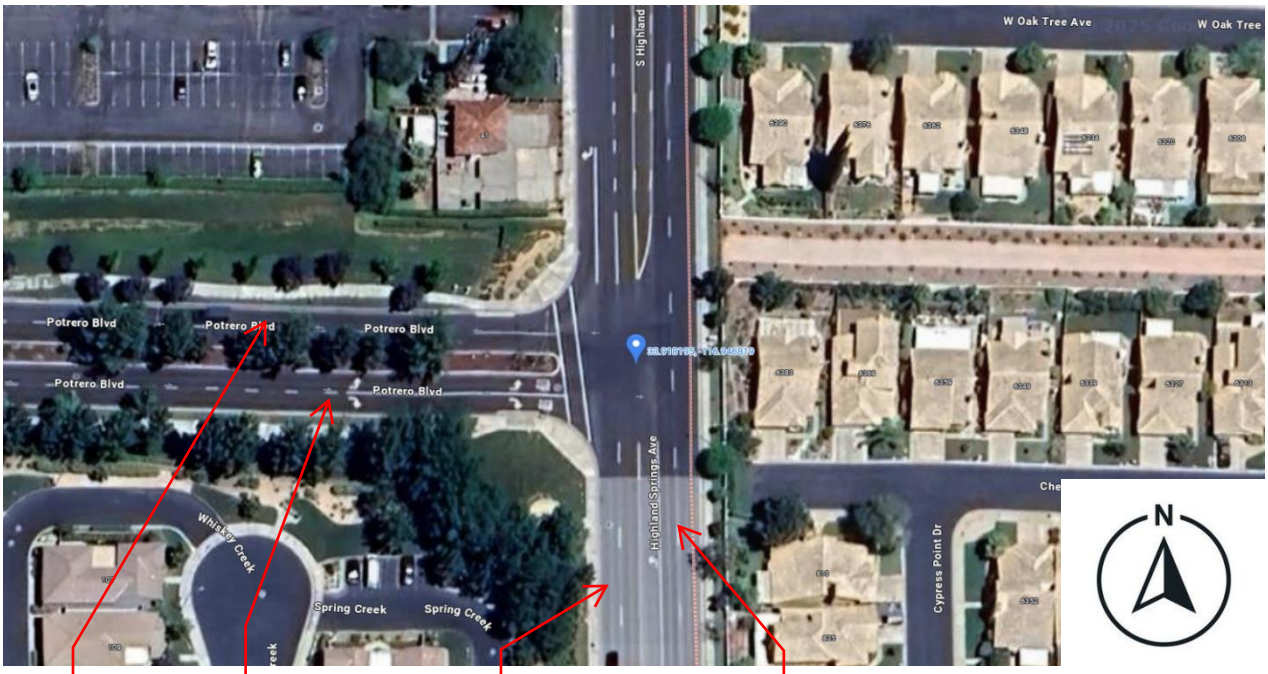
Date: 8/25/2025

Sheet: 2

Description:

The following is a Multi-Way Stop Sign Warrant Analysis in accordance with the CA MUTCD 2014 Edition, Section 2B.07.

Location:



California MUTCD 2014 Edition Section 2B.07 Multi-way Stop Application

BEAUMONT
CALIFORNIA
Public Works Department
550 E. 6th Street
Beaumont, CA 92223
(951) 769-8522
www.beaumontca.gov

Date: 8/25/2025

Major Street Approaches

Northbound:	Highland Springs Ave
Total Volume:	2530
85% Speed:	44

Southbound:	Highland Springs Ave
Total Volume:	3803
85% Speed:	44

Minor Street Approaches

Westbound:	Potrero Blvd
Total Volume:	1529
85% Speed:	35

Eastbound:	Potrero Blvd
Total Volume:	1308
85% Speed:	38

Collision Data

of Crashes: 2

Analysis of 8-Hour Volume Warrant

Time	Major Total	Minor Total
0:00 - 1:00	460	184
1:00 - 2:00	375	172
2:00 - 3:00	340	172
3:00 - 4:00	275	141
4:00 - 5:00	148	115
5:00 - 6:00	121	56
6:00 - 7:00	99	51
7:00 - 8:00	39	31
8:00 - 9:00	25	20
9:00 - 10:00	13	20
10:00 - 11:00	14	7
11:00 - 12:00	6	16

Time	Major Total	Minor Total
12:00 - 13:00	24	40
13:00 - 14:00	80	72
14:00 - 15:00	152	100
15:00 - 16:00	293	107
16:00 - 17:00	384	172
17:00 - 18:00	507	184
18:00 - 19:00	505	199
19:00 - 20:00	469	176
20:00 - 21:00	551	196
21:00 - 22:00	516	194
22:00 - 23:00	484	193
23:00 - 0:00	453	219

Warrant Analysis	Warrant	Actual	Meets?
Criteria A: Interim Measure, where Traffic Signals are warrented	Yes	No	No
Criteria B: 5 or more reported crashed in a 12-month period	5	2	No
Criteria C1: Average 300 or more VPH for any 8 hour period AND	300	493	No
Criteria C2: Avg 200 or more units per hour for the same 8 hrs	200	193	
Criteria C3: 70% of Warrant if Major 85th-percentile speed is > 40 mph	Yes	Yes	Yes
Criteria D: 80% of Criteria B, C.1, & C.2 are satisfied	Yes	No	No
Optional Criteria			
Optional A: Needed to control left turn conflicts	Yes	No	No
Optional B: Needed to control vehicle/ pedestrian conflicts	Yes	No	No
Optional C: Limited sight	Yes	No	No
Optional D: Two Neighborhood collector streets	Yes	No	No

MEETS CRITERIA

SPEED DATA ANALYSIS

Location

POTRERO BLVD WB
Latitude: 0.000000
Longitude: 0.000000

Analysis Time Period

Start	End
8/5/2025 2:51 PM	8/7/2025 4:56 PM

Vehicles Analyzed

3,171

Speed Limit

45

Peak Time of Violations

8/6/2025
10:51 AM

Total Enforceable Violations

25

Fastest Speed

58

% Enforceable Violations

1%

85th Percentile Speed

36

Enforcement Rating

LOW

SPEED DATA ANALYSIS

Location

POTRERO BLVD EB
Latitude: 0.000000
Longitude: 0.000000

Analysis Time Period

Start	End
8/5/2025 2:42 PM	8/7/2025 5:00 PM

Vehicles Analyzed

2,707

Speed Limit

45

Peak Time of Violations

8/6/2025
7:42 AM

Total Enforceable Violations

30

Fastest Speed

52

% Enforceable Violations

1%

85th Percentile Speed

39

Enforcement Rating

LOW

SPEED DATA ANALYSIS

Location

HIGHLAND SPRINGS SB
Latitude: 0.000000
Longitude: 0.000000

Analysis Time Period

Start	End
8/5/2025 3:09 PM	8/7/2025 5:01 PM

Vehicles Analyzed

7,740

Speed Limit

35

Peak Time of Violations

8/6/2025
12:09 PM

Total Enforceable Violations

6,032

Fastest Speed

73

% Enforceable Violations

78%

85th Percentile Speed

45

Enforcement Rating

HIGH

SPEED DATA ANALYSIS

Location

Highland NB
Latitude: 0.000000
Longitude: 0.000000

Analysis Time Period

Start	End
8/19/2025 2:21 PM	8/21/2025 3:48 PM

Vehicles Analyzed

5,148

Speed Limit

35

Peak Time of Violations

8/21/2025
9:21 AM

Total Enforceable Violations

4,026

Fastest Speed

69

% Enforceable Violations

78%

85th Percentile Speed

45

Enforcement Rating

HIGH

Banning
UNIFIED SCHOOL DISTRICT
Prepare, inspire and educate

Board of Trustees
Mayra Anguiano
Lucia Martinez-Lara
Leslie Novalis
Shelly Ruiz
Laura Troutman

Superintendent
Terrence Davis

Assistant Superintendent, Educational Services
Dr. Tonia Causey-Bush

Assistant Superintendent, Business Services
Victor Herrera

Assistant Superintendent, Human Resources
Dr. Kevin Lee

July 24, 2025

To: City of Banning Department of Public Works

Subject: Implementation of Stop Sign at Hays & 1st Street

I write this letter in full support of the proposed implementation of a stop sign at the north and south intersection of Hays Street and 1st Street in Banning, California.

This intersection is a critical route for many of our students and families, particularly those attending Central Elementary School, located just one block away. Each day, numerous families walk this route during school drop-off and pick-up hours, and the current traffic conditions pose a growing safety concern.

The addition of a stop sign would not only improve the safety of our students, staff, and families but also enhance overall walkability for community members who use this corridor for recreational walking and daily errands.

In collaboration with the Blue Zones Project – Banning, this intersection has been identified as a key area for infrastructure improvements that align with both the Safe Routes to School initiative and the broader goals of creating healthier, more walkable communities. By implementing this stop sign, we would be making a meaningful investment in the well-being of our residents and supporting our ongoing efforts to promote safe and active lifestyles for students and their families.

I strongly support the City of Banning to prioritize this request and take action to implement a stop sign at Hays Street and 1st Street.

Thank you for your attention and continued commitment to the safety and health of our community.

Sincerely,
Terrence Davis
Superintendent
Banning Unified School District

(951) 922-0200
www.banning.k12.ca.us
161 W. Williams St.
Banning, CA 92220